



HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

Purchasing Department

600 S. Commerce Ave.

Sebring, FL 33870

(863) 402-6500 Purchasing Main Line

Purchasing Designated Contact: Lori DeLoach, Purchasing Manager

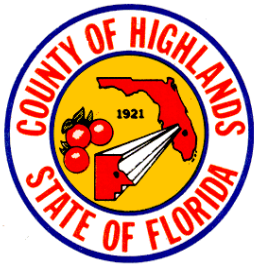
(863) 402-6504, Direct Line

REQUEST FOR PROPOSAL

RFP No: 23-009-LKD Professional Services for Special Needs Shelter

- x Pre-Solicitation Meeting: None Scheduled for this solicitation**
- Location: N/A**
- ✓ Request for Information Deadline: Wednesday, January 4, 2023, prior to 5:00 PM**
- ✓ Submission Deadline: Tuesday, January 17, 2023, prior to 3:30PM**

Advertised Date: December 2, 2022 & December 10, 2022



**HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
PURCHASING DEPARTMENT**

REQUEST FOR PROPOSALS (RFP) INVITATION

The Board of County Commissioners (“County”), Highlands County, Sebring, Florida, a political subdivision of the State of Florida, will receive sealed proposals in the County Purchasing Department (“Purchasing”) for the following services:

RFP 23-009-LKD Professional Services for Special Needs Shelter

Pursuant to Section 287.055, Florida Statutes (the “Consultants Competitive Negotiation Act” or “CCNA”), the Board of County Commissioners, Highlands County, Florida, and the Board of County Commissioners sitting as the Board of Supervisors of various Special Benefit Districts of Highlands County, Florida, hereby gives notice that it intends to award a professional services agreement for the work specified **RFP 23-009-LKD Professional Services for the Highlands County Special Needs Shelter facility**, and seeks responses for the acquisition of professional services within the described scope of services.

RFP with criteria, requirements, and other information, may be downloaded from our website: www.highlandsfl.gov or www.vendorregistry.com. Copies of solicitation documents obtained from other sources are not considered official and should not be relied upon.

Refer all correspondence, questions, clarifications, etc. regarding this solicitation to the Purchasing designated contact prior to the deadline time and date listed on the cover page.

SUBMISSIONS 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., January 17, 2023**, at which time they will be opened. Responses may be submitted by one of the following methods:

- **Electronic submission** to the County website, www.highlandsfl.gov linking to VendorRegistry.com in one (1) all-inclusive adobe file. **File name is to be in the following format: 23-009-LKD-Proposer Name** **OR**
- **Hard Copy submission** in a sealed and marked package. Affix the supplied “Sealed Solicitation Label” with the name of the Proposer, solicitation number, and title to the exterior of the package so as to identify the enclosed response. A hard copy response is to include the following: all-inclusive identical paper copies, **one (1) original paper copy** (signed in blue ink), of the response, and **one (1) all-inclusive original, electronic copy** (Thumb drive) of the original response.

Submissions received later than the date and time as specified will be rejected. The Board shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.

One or more County Commissioners may be in attendance at meetings.

Highlands County encourages Small business, Minority Business Enterprises and Women Business Enterprises to participate in this solicitation. Highlands County Local Preference Policy will not apply to

the award of this bid.

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 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
Purchasing Department
Highlands County, Florida

Website: www.highlandsfl.gov

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SECTION 1 GENERAL TERMS AND CONDITIONS - CCNA

1. DEFINITIONS: For purposes of this Request for Proposal (RFP), the following terms are defined as follows:
 - 1.1. **County** means Highlands County, a political subdivision of the State of Florida, the Highlands County Board of County Commissioners and other public entities involved in this cooperative solicitation.
 - 1.2. **Proposer** means the person or entity submitting a proposal in response to this RFP that meets the requirements set forth in the solicitation documents.
 - 1.3. **Consultant** an individual, firm, partnership, corporation, association or other legal entity permitted by law to practice architecture, engineering, surveying or mapping in the State of Florida. May also be referred to as “Contractor.”

2. RESERVATION OF RIGHTS:

This RFP constitutes only an invitation 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:

 - 2.1. To supplement, amend or otherwise modify this RFP, and to cancel this RFP with or without the substitution of another Request for Proposals (RFP).
 - 2.2. To issue additional subsequent RFPs.
 - 2.3. To reject all incomplete / non-responsive responses, or responses with errors.
 - 2.4. 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 document, the right to seek clarification and/or additional information from any submitting Proposer.
 - 2.5. The County also reserves the right to refine the scope of work. This refinement is not to include any new services not advertised but to allow more specifically the define work integral to that in the advertised scope.
 - 2.6. If the County believes that collusion exists among Proposers, all Proposals will be rejected.
 - 2.7. Make available to Proposers any data available in the County’s files pertaining to the work to be performed under this RFP.
 - 2.8. Decide and dispose of all claims, questions, and disputes arising under this RFP and any contracts.
 - 2.9. Have the right to audit the records of the Proposers that enter into contracts pursuant to this RFP at any time during the contract period and for a period of five years after final payment is made by the County pursuant to any contract.
 - 2.10. The County, the State and Federal auditors, as applicable, must be reserved 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 upon request.
 - 2.11. Pay fees and other compensation computed in accordance with a fee schedule to be incorporated in contracts.

3. PUBLIC RECORD:

3.1. Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS:

**COUNTY CLERK: GLORIA RYBINSKI
COUNTY PUBLIC INFORMATION OFFICER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6836
HCBCCRECORDS@HIGHLANDSFL.GOV**

3.2. Consultant agrees to comply with public records laws, specifically to:

- 3.2.1. Keep and maintain public records required by the County to perform the services set forth herein.
- 3.2.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
- 3.2.3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the County.
- 3.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the services set forth herein. If the Consultant transfers all public records to the County upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically 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.

4. DOCUMENTS OR PHOTOGRAPHS:

- 4.1. The Proposer will be prohibited from publishing or releasing any information related to the requested services without the prior written permission from the County, except as allowed by law.
- 4.2. All reports or documents resulting from the ensuing contract will remain the sole property of the County.
- 4.3. Agree that all data, reports, specifications, ordinances, and other work products collected or developed by the Proposer will become the property of the County without restrictions or limitations and shall be made available at any time upon request to the County.
- 4.4. Except as otherwise required by law, Proposers shall provide copies of any records related to contract solely at the cost of reproduction.

5. COMPLIANCE(S): By submission of a proposal the proposer acknowledges and certifies compliance with the items stated herein.

Compliance with Florida Statutes Sections 287.087, on Drug Free Workplace, 287.133(2)(a), on Public Entity Crimes, and 287.134, on Discrimination and Section 287.135, Florida Statutes, prohibiting contracting with scrutinized companies, is required. The Proposer certifies by submittal of a Proposal to agree to these requirements.

CERTIFICATIONS OF COMPLIANCE WITH REFERENCED STATUTES ARE INCLUDED IN THE FORMS SECTION, AND MUST BE SIGNED AND NOTARIZED AND INCLUDED WITH THE PROPOSAL SUBMITTAL.

- 5.1. **E-Verify Program:** Each response must contain proof of enrollment in the U.S. Department of Homeland Security's E-Verify system. The successful Proposer shall verify the employment eligibility of all employees including new employees hired by the Proposer during the term of the contract, which will expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees including new employees hired during the contract term.
- 5.2. **Indemnification Clause:** The following "Statement of Indemnification" will be incorporated in the contract entered into in connection with this RFP.
"The CONSULTANT agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONSULTANT, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONSULTANT agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONSULTANT, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement."
- 5.3. **Sales and Use Tax:** 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.
- 5.4. 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.

6. COUNTY EMPLOYEES / CONFLICT OF INTEREST: All Proposers must disclose the name of any officer, director or agent who is also an employee of the HCBCC, or any of the public entities which will receive services related to this solicitation. All Proposers must disclose the name of any employee of the entities named in the preceding sentence who owns, directly or indirectly, any interest in the Proposer's business or any of its branches.

7. PROPOSER/RESPONDENT:
 - 7.1. Proposers must be an individual, firm, partnership, corporation, association or other legal entity permitted by law to practice architecture, engineering, surveying or mapping in the State of Florida.
 - 7.2. Successful Proposers shall not be allowed to substitute partnership or team members named in its response without the prior written permission of the County.
 - 7.3. The successful Proposers shall submit proof of Florida licenses and/or certifications as required by the County and State.
 - 7.4. Qualified vendors who will not be responding to this RFP are requested to notify the County and indicate why they are not proposing.
 - 7.5. 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. It shall be the Proposer's responsibility to educate themselves of the applicable laws, rules and regulations.
 - 7.6. 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 may be further disqualified from bidding/proposing on any future requests for work, goods, or services for the County.
 - 7.7. 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.
 - 7.8. **Suspension Or Debarment:** By submitting a response, the Consultant 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.
 - 7.9. **Anti-Lobbing:** Proposers, their agents and associates shall not solicit any County Official, employee, agent, or volunteer and shall not contact any County Official, employee, agent, or volunteer other than the individual listed in Section XV of this RFP for additional information and clarification.

8. PREPARATION OF PROPOSAL:
 - 8.1. Proposals are due and must be received in accordance with the instructions given in the invitation page and any subsequent Addenda, if applicable.
 - 8.2. 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.
 - 8.3. The Proposer is solely responsible for all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any Proposer, as a result of this solicitation and subsequent evaluation process.

- 8.4. Due care and diligence have 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.
 - 8.5. E-mailed and faxed Proposals will not be accepted.
 - 8.6. 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.
 - 8.7. Proposer is to ensure that all licenses, certifications and other requested documentation is included with their submission. Such as, but not limited to, Minority Owned and Women Owned business certificate, professional license or certification(s.)
 - 8.8. 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.
 - 8.9. If submitting a Proposal for more than one Request for Proposal (RFP), each Proposal must be in a separate sealed envelope and correctly marked. Only one Proposal per RFP or "category", as applicable, shall be accepted from any person, corporation or firm. Modifications will not be accepted or acknowledged.
 - 8.10. Proposers shall not include any information on fees and costs associated with their services. In accordance with Section 287.055 Florida Statutes the selection of firms/individuals will not be based on cost.
9. REQUEST FOR INFORMATION (RFI)/ADDENDA:
- 9.1. Refer all correspondence, questions, clarifications, etc. regarding this solicitation to the Purchasing designated contact prior to the RFI Cut-off time and date listed on the cover page.
 - 9.2. Any interpretation, clarification, correction or change to this RFP will be made by written addendum issued by the Purchasing Department.
 - 9.2.1. Official documents are posted and available for download on the County's website, www.highlandsfl.gov and www.VendorRegistry.com. Information obtained from other locations may not be complete and/or accurate.
 - 9.2.2. Any oral or other type of communication concerning this RFP shall not be binding.
 - 9.3. 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.
 - 9.4. It is the sole responsibility of the Proposer to check the website for Addendums.
 - 9.5. Proposers must acknowledge receipt of Addendums by completing the respective section on the bid/proposal submittal form.
 - 9.6. In this RFP the County has attempted to address most situations that may occur. However, should situations arise that are not addressed, they will be dealt with on a case by case basis, at the discretion of the County. If deemed necessary, the Purchasing Division will supplement this RFP document with Addendums.
10. EXCEPTIONS / ITEMS NOT IDENTIFIED IN THE SCOPE OF WORK: No exceptions to the scope of work will be authorized.
11. JOINT PROPOSALS:
- 11.1. 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.

12. RESPONSES RECEIVED LATE

- 12.1. It shall be the Proposer's sole responsibility to deliver the sealed proposal submission to the Highlands County Purchasing Division prior to or on the time and date stated.
- 12.2. Any proposals received after the stated time and date will not be considered. The proposal shall not be opened at the public opening. Arrangements may be made for the unopened proposal to be returned at the Proposer's request and expense.
- 12.3. The County shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.

13. SELECTION PROCEDURE:

- 13.1. 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.
- 13.2. Award will be made to the Proposers 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.

14. TIE BREAKER: In case of a tie in scoring, the award will be made as follows:

- 14.1. **Step 1:** The Proposer that has the highest number of number 1 rankings shall be deemed ranked as the higher Proposer.
- 14.2. **Step 2:** Upon completion of step 1, if a tie still exists the Proposer with the highest number of 2nd place rankings shall be the higher ranked Proposer.
- 14.3. **Step 3:** Upon the completion of steps 1 and 2 should a tie still remain the method used above will continue with each ranking level, 3rd, then 4th, then 5th highest rank, will be counted until the tie is broken.
- 14.4. **Step 4:** After the completion of Steps 1 through 3 if a tie still exists a flip of a coin shall determine the highest ranked proposer.
- 14.5. When the tie breaker is determined, the highest ranked Proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.
- 14.6. If an award or negotiation is unsuccessful with the highest ranked Proposer, award or negotiations may commence with the next highest ranked Proposer.

15. CONTRACT NEGOTIATIONS AND EXECUTION:

- 15.1. Negotiation of contracts with Proposers will follow the order of ranking by Evaluation Committee from highest to lowest score. Contract negotiations shall follow the procedures adopted by the Highlands County Board of County Commissioners and Section 287.055, Florida Statutes. The Evaluation Committee may require selected Proposers to submit technical or other additional information related to its response during contract negotiations.
- 15.2. Procurement and contracting of all Professional Services shall conform to all policies of the Highlands County Board of County Commissioners, County ordinances, codes, and technical standards and State and Federal law and regulations including, but not limited to, 24 CFR, Part

85, and Section 287.055, Florida Statutes as applicable. Those contracts will include provisions required by federal, state or local laws, regulations, ordinances or executive orders and provisions required by policies adopted by the Highlands County Board of County Commissioners.

- 15.3. After negotiations, contracts will be submitted to the County Administrator and Board Attorney for review prior to submittal to the Board. All reviewed contracts will be placed on a Board of County Commissioners' Agenda for its consideration.
- 15.4. The successful Proposers shall enter into a contract that substantially reflects the requirements of this RFP and normal contract terminology. The County reserves the right to waive or adjust any minor inconsistencies between the RFP and the finalized contract and any resulting purchase order entered into pursuant to this RFP.

16. ISSUANCE OF WORK AND LIMITATIONS:

16.1. Authorization Of Work:

- 16.1.1. **Allowable Costs:** A determination of allowable costs will be performed for services rendered under any resulting contract from this solicitation.
- 16.1.2. **Performance Evaluation:** A performance evaluation will be conducted upon the completion of the contract by the County Project Manager and provided to the Consultant. Larger projects may require an interim evaluation. The performance evaluations will become public record.

17. CONTRACT REQUIREMENTS:

Proposers contracting with the County shall:

- 17.1. **License/Certification:** Perform all professional services to current professional standards of the applicable discipline.
- 17.2. **Personnel:**
 - 17.2.1. Maintain an adequate staff of qualified personnel.
 - 17.2.2. Not subcontract, assign or transfer any work under any contract with the County without the written approval of the County.
- 17.3. **Standard of Work:**
 - 17.3.1. Ensure that all work meets all current federal, state, and local laws, regulations, and ordinances applicable to the work.
 - 17.3.2. If, at any time during the contract term, the service performed, or work done by the Consultant is considered by Highlands County to create a condition that threatens the health, safety, or welfare of the community, the Consultant shall, on being notified by Highlands County, immediately correct such deficient service or work. In the event the Consultant 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 Consultant.
- 17.4. **Coordination of Work:**
 - 17.4.1. Cooperate fully with the County in the scheduling and coordination of all phases of the work.
 - 17.4.2. Report the status of the work to the County upon request and hold pertinent data, calculations, field notes, and records open to the inspection of the County and its authorized agents at any time.
- 17.5. **Change in Scope:**
 - 17.5.1. Perform any additional work required for a particular change order approved by the County.

- 17.5.2. Have approval from the County in writing prior to commencement of any change order.
- 17.6. **Assignment Of Contract:** The selected Proposer 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 by the County. All matters dealing with these actions must be conducted in written format.
- 17.7. **ADA Compliance:** The contract will provide that any ADA or work conditions complaints against the Contractor will be processed through the County's Human Resources Department and are to be corrected within five (5) business days. Written response to the Human Resources 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.

18. TERMINATION

- 18.1. Any contract entered into pursuant to this RFP may be terminated by the Proposer upon 30 days prior written notice to the County in the event of substantial failure by the County to perform in accordance with the terms of the contract through no fault of the Proposer. It may also be terminated by the County with or without cause upon 7 days written notice to the Proposer. Unless the Proposer is in breach of the Contract, the Proposer shall be paid for services rendered to the County through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the County, the Proposer shall.
 - 18.1.1. Stop work on the date and to the extent specified.
 - 18.1.2. Terminate and settle all orders and subcontracts relating to the performance of terminated work.
 - 18.1.3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
- 18.2. Continue and complete all parts of the work that have not been terminated.
- 18.3. The County reserves the right to cancel and terminate any contract entered into pursuant to this RFP in the event the Proposer or any employee or agent of the Proposer is convicted of any crime arising out of or in conjunction with any work being performed by the Proposer for or on behalf of the County. The County reserves the right to suspend the qualifications of the Proposer to do business with the County upon any such conviction. The County reserves the right to terminate any contract entered into pursuant to this RFP in the event the Proposer is placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of Proposer's creditors. Upon termination of any contract entered into pursuant to this RFP, all tracings, plans, specifications, computer files, maps, and data prepared or obtained under that contract shall be immediately turned over to the County by Proposer.

-Remainder of page intentionally left blank-

SECTION 2 INSURANCE

Unless otherwise stated in the specifications/Scope of Work or Special Conditions, the following minimum Insurance Requirements will be included in the contract and must be met before delivery of goods and performance of services:

1. **COMMERCIAL GENERAL LIABILITY INSURANCE: Occurrence Form Required:** The Consultant shall have and maintain commercial general liability (CGL) insurance with a limit of not less than \$3,000,000 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 \$3,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent Consultants, 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:** The Consultant 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. **WORKERS' COMPENSATION INSURANCE:** The Consultant 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.
4. **PROFESSIONAL LIMITED LIABILITY INSURANCE:** The Consultant shall have and maintain professional liability insurance with a limit not less than \$3,000,000 per occurrence. If coverage is provided on a claims-made basis, the retroactive date shall be prior or equal to the effective date of any contract with the County. The coverage shall be renewed or include a "tail" or discovery, or continuous renewal of coverage for a period of three (3) years following the termination of the contract entered into in connection with this RFP.
5. **SPECIAL REQUIREMENTS / EVIDENCE OF INSURANCE:**
 - 5.1. A copy of the Proposer's current certificate of insurance **MUST** 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:
 - 5.1.1. "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.
 - 5.1.2. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. Highlands County will be given notice prior to cancellation or modification of any stipulated insurance.
 - 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.

- Such notification will be in writing by registered mail, return receipt requested, and addressed to the Purchasing Manager, 600 S. Commerce Avenue, Sebring, FL 33870.
- 5.1.3. 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.
 - 5.2. It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operations.
 - 5.3. 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 that meet an AM Best financial strength rating of no less than “A- Excellent: FSC VII.
 - 5.4. The Consultant shall hold the County, its agents and employees, 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 Consultant to provide and pay for any other insurance coverage the County deems necessary, depending upon the possible exposure to liability.
 - 5.5. Renewal:
 - 5.5.1. 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.
 - 5.5.2. 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.

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SECTION 3 SPECIAL TERMS AND CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included or are revising in the County's standard General Terms and Conditions or the Scope of Work.

1. PROJECT TERM:

1.1. The initial term of the Contract shall be three (3) years from the Board approval. Upon mutual agreement of the parties, the contract may be renewed for one additional one (1) year term or through the duration of the project final completion. The Contract will include a thirty (30) day termination for convenience clause for termination by the County.

2. BASIS OF AWARD:

2.1. 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.

3. QUALIFICATIONS:

3.1. Licensed in the state of Florida for specified work through Department of Business and Professional Regulation, firm/individual registered to do business with Division of Corporations.

4. TRAVEL:

4.1. Mileage and travel expense to and from Highlands County in performance of this scope of work is to be considered a cost of doing business.

5. FUNDING ACKNOWLEDGEMENT:

5.1. This project is American Rescue Plan Act (ARPA) Funded and will be governed by OMB Uniform Guidance 2 C.F.R., Part 200 and further defined in the U.S. Treasury Final Rule, adopting the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund established under the American Rescue Plan Act effective April 1, 2022 or as revised thereafter.

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SECTION 4 INTRODUCTION/BACKGROUND

Pursuant to Section 287.055, Florida Statutes (the “Consultants Competitive Negotiation Act” or “CCNA”), the Board of County Commissioners, Highlands County, Florida, and the Board of County Commissioners sitting as the Board of Supervisors of various Special Benefit Districts of Highlands County, Florida, is seeking professional services for the design of a Special Needs Shelter facility followed by permit and construction assistance required for completing the Shelter. This project is funded by the American Rescue Plan Act (ARPA) therefore the entire project budget for design, construction, Furniture Fixtures and Equipment, and all start-up costs cannot exceed \$5 million.

The project location is the Highlands County Bert J. Harris, Jr. Agricultural Center, is located at 4509 George Blvd., Sebring. The current shelter location currently has a capacity to house 225 special needs clients.

Special Needs Shelters are defined as structures that have auxiliary power and can provide safe refuge for people who require assistance with the management of a health condition or supervision of that condition by a health professional during the time of a disaster. Special needs shelters are truly identified as the refuge of last resort for these persons during an emergency. The staffing, management and operation of a Special Needs Shelter are the shared responsibility of the Florida DOH, Highlands CHD, and HCEM.

SECTION 5 SCOPE OF SERVICES

OBJECTIVE: Highlands County is looking for one firm to lead all aspects of the design work to include civil engineering, architectural design, and construction phase services. The project objective is to produce a multi-phased conceptual plan followed by permit and construction ready design documents required for completing the first phase of the Special Needs Shelter. The design should take into consideration all construction methods and yield a facility design with the proper fit and function required by State of Florida Health Department while also being cost conscious. The Consultant shall implement low impact development standards and use sustainable design principles and practices. The architecture, landscaping and building systems shall be designed for efficiency and ease of maintenance. Designing for staff efficiencies, operational safety, durability, and ease of maintenance shall be recognized as a key component in all aspects of the design. Consultant is to be mindful and adhere to Zoning Regulations, Sanitary Codes, Health and Fire Laws, Local Ordinances, and any other applicable State or Federal laws, rules and regulations that are applicable to the design and construction of a Special Needs Shelter for this project and taking into consideration this is a functioning facility during the process. The Consultant must take into consideration local City ordinances when recommending exterior building finishes.

Project Site considerations – The location for this Special Needs Shelter expansion project will be in or around the current Highlands County Bert J. Harris, Jr. Agricultural Center, located at 4509 George Blvd., Sebring 33875. Highlands County request that the Consultant include Geotechnical Services, surveys and any other services required to complete the objective. The Consultant shall determine from competent authority any of the following factors in conflict with the use of this site as proposed: Zoning Regulations, Sanitary Codes, Health and Fire Laws, Local Ordinances, and any other applicable State or Federal laws, rules and regulations that are applicable to the design and construction of a Special Needs Shelter. The Consultant is to make recommendations as to which would be most advantageous to the County to retrofit current facility or provide a new facility.

SERVICES TO BE PROVIDED BY THE CONSULTANT

The Consultant must meet with designated County, Health Department and City of Sebring staff who will provide information and make decisions with regards to the project. The final design must be approved

by the Highlands County Board of County Commissioners to include approval of any permanent road closures, power, water or sewer changes or any other infrastructure changes required to build the design. The Consultant shall collect information from the County and other sources as necessary.

1. MASTER PLAN CONCEPT AND SCHEMATIC DESIGN SERVICES

- Research feasibility of renovating and/or extending the Agri-Civic building or potential new facility.
- Conduct at least five (5) concept development meetings with the Owner to determine master plan concept
- Provide schematic design narratives that cover all aspects of the project to include Structural, Mechanical, Electrical, Plumbing & Fire Protection Engineering.
- Provide the following deliverables:
 - Site Plan
 - Floor Plan
 - Exterior Elevations
 - Building Sections
 - Exterior Renderings
 - Recommendations on project phasing and probable cost estimates

2. DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENTS (PHASE 1)

- Provide all architectural design and construction documents for construction to cover all aspects of the project to include Structural, Mechanical, Electrical, Plumbing, Fire Protection Engineering, Life Safety and Security plan and any other Special Needs Shelter specific requirements.
- Provide floor plans with dimensions, space utilization proposals and preliminary equipment and furniture layouts.
- Conduct plans review meetings for owner review and input at 30%, 60%, 90% and 100% design objectives.
- Provide initial construction cost estimates at 60% and refine and update at 90% and 100%.
- Provide all specifications for all material and equipment used on the project.
- Respond to questions and update drawings based on the Building Department and Fire Inspectors review.
- Provide (4) complete sets of final construction drawings, signed and sealed as required by the County's Building Department and other County Departments.
- Provide Florida Energy Code for Building Construction as required for permitting.
- Provide recommendations for value engineering and other cost savings approaches.
- Provide recommendations for bid alternates where applicable.

- Provide Electrical assessment of emergency generation and anticipated needs
 - Attend County Commission and work group meetings as directed by the County during the design, permitting and construction phases.
- 3. BIDDING ASSISTANCE:** The Consultant shall provide assistance during bidding including, but not limited to the following tasks:
- Preparation of Scope of Work, itemized bid form and bid documents for the construction solicitation.
 - Attend pre-bid and construction selection meetings as required.
 - Respond to bidder and County questions.
 - Prepare Addenda documents as required.
 - Evaluate bids and make recommendations to the County on bid selection.
 - Provide an itemized project estimate.
- 4. CONSTRUCTION PHASE SERVICES:** The Consultant shall provide Construction Phase services that include but are not limited to the following major elements:
- Attend the Pre-construction meeting and assist in obtaining and reviewing construction Schedules from the contractor.
 - Attend scheduled project meetings and assist with documenting project progress and/or concerns.
 - Conduct and document construction progress inspections as required by the construction schedule.
 - Conduct punch list inspections as required.
 - Review and approve Shop Drawings.
 - Review and advise the County Project Manager on all request for change orders.
 - Review and recommend submittal approvals.
 - Review and submit the Contractor's pay request.
 - Coordinate all material and color selections.
 - Review all project closeout documentation including warranties.
 - Provide Certificate of Substantial Completion when required.
 - Review as-built drawings for technical completeness and thoroughness and provide a high-resolution PDF copy of the as-built drawings at project completion.
- 6. ARCHITECTURAL/ENGINEERING.** Services requested may include, but are not limited to, the examples listed below. Qualified firms and individuals should submit their qualifications for each service.
- Control of sound levels and elimination of visual conflicts.

- Spatial organization that accommodates the flow of activities rather than inhibits it.
- Ample storage.
- Adherence to Florida Statewide Emergency Shelter Plan, Florida Shelter Retrofit Reports, and Chapter 64-3, Florida Administrative Code.
- Ability to expand the facility in terms of both capacity and support services.
- Ability to maintain the facility through the use of local service personnel and the purchase of locally available parts and equipment, wherever possible.
- Design of backup emergency power system to support the extension to include HVAC system. Design must account for future project phases so that the end result supports the entire build-out. Where possible, recommend phasing approach that will assist in spreading cost over all phases.

SECTION 6 RESPONSE FORMAT CRITERIA

1. **SUBMITTAL CONTENT:** It is imperative that the information submitted is precise, clear, and complete. All responses must be presented in the following format requirements:
 - 1.1. **Paper Submission:** Page Size: 8 1/2" by 11" bound document, tabbed at each Evaluation Criteria Section, all pages numbered, minimum 11-point Arial font shall be used.
 - 1.2. **Electronic Format:** Shall be an exact, all-inclusive copy mirroring the original paper submission in a single Adobe pdf format. The file is to include Bookmarks for each Evaluation Criteria Section, if possible. No macros, links or locked files will be allowed.
 - 1.3. Submittals not conforming to this format may be disqualified from further consideration and, if considered, will receive a lower score.
2. **PROPOSAL OUTLINE**

Sections and subsections shall correspond in sequence with those identified below and shall be clearly sequentially tabbed. All additional information that a Proposer believes is unique to a section and does not fit the established outline may be included at the end of that section under a subheading "Additional Information." "Additional Information" will count against the maximum number of pages.
3. **EVALUATION CRITERIA SECTION.** Proposers will be scored on the quality of the proposal including clarity and organization of the proposal and its presentation.

TAB A Introduction of Firm/Executive Summary (Maximum 0 Points)

- Table of Contents (optional)
- Letter of Interest
- Acknowledge by submittal of a Letter of Interest the consultant represents that it does not have any professional or personal conflicts of interest.
- Acknowledge by submitting a Letter of Interest the consultant confirms that no principal (which includes officers, directors or executives) or the firm is presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation by any State, Federal Department or Agency.
- Provide office location(s) that will serve this project. If multiple, please designate primary location.

TAB B Firm Organization and Relevant Firm Experience (Maximum 30 Points)

Illustrate the Proposers organizational chart as it relates to professional services categories listed in Scope of Services of this RFP, indicating key personnel and their relationship to project categories, especially the Project Manager. Include Proposer background, history, capabilities, resources and experience for each category of services. List and provide copies of any qualifications.

Proposals will be scored on the capabilities of the Proposer in performing and providing the requested services, including experience and resources, understanding of the unique characteristics required in designing Special Needs Shelter facilities, internal procedures related to work quality and control, and location and accessibility of team resources. Experience should be related to similar Special Needs Shelter facility projects with equal or greater scope and complexity which have been performed within the last 10 years.

A description of the Proposer's past and current related experience. With an emphasis on Special Needs Shelter projects. Based on the Primary Proposer's experience, i.e. the submitting proposer must have served as the Architect/Engineer of Record. The Highlands County purchasing department reserves the right to contact and verify previous project performance.

Provide any experience of ARPA funded projects.

Consideration will be given to the successful completion of previous projects and their complexity. List three (3), projects which best illustrate the experience of the Proposer and current staff, including partners and members assigned to such project(s). For each relevant project, include the following:

- Name and Location of project.
- The nature of the Proposer's responsibility on project.
- Project Owner's representative's name, address, phone number, and email;
- Project user agency's representative's name, address, phone number, and email.
- Date project was completed with original and final schedules.
- Cost of project (list separately the design cost and construction cost) including original estimate and final cost.
- Work activities for which Proposer's staff was responsible.
- Present status of project.
- Size of project.
- Identify any value engineering or cost containment involved in project.
- Client prepared reference or project evaluation report for each project.

TAB C Project Team Training And Experience (Maximum 30 Points)

Indicate the general and specific project related capability, including training and experience, of all the proposed staff and indicate the adequate depth and abilities from within the organization which can be drawn upon as needed, including management, technical, support staff and subconsultant firms.

Proposals will be scored on the experience of the individuals and subconsultants to be assigned to the project and performing the work. Experience should be related to projects

of a similar nature completed in the last 10 years. The County is highly interested in the experience, role and responsibility of individuals to be assigned to the project.

- Identify the team to be assembled by the Proposer to complete the Scope of Work including biographies and relevant experience on similar projects.
- Identify and include the biography and relevant work experience of the Proposer's Project Manager and his/her position.
- Identify the Proposer's Staff turnover rate.
- The Consultant shall not substitute any person or persons identified in this section or any County approved replacement without written permission of the County Project Manager.

Describe in-house capabilities of the Proposer's staff to provide construction scheduling, cost control, value engineering, change order negotiations, construction management, control system operation and quality assurance.

Describe the Proposer's experience in working on design projects with a Contract Manager At Risk (CMAR) and techniques for ensuring that the Owner receives a building design and realistic guaranteed maximum price that remains within the overall project budget.

Responses shall include information indicating if the Proposer was not the lead consultant for mentioned projects, description of actual involvement. Provide the percentage of work to potentially be subcontracted for the proposed project. Also, project descriptions included in staff resumes should provide some detail of the person's actual involvement with the project. Proposed staff shall not be changed unless approved by Highlands County.

TAB D Demonstrate understanding of scope of work and thoroughness of proposal (40 Points)

Proposals will be scored based on the presented detail and understanding of the project, proposed schedule to complete the scope of work, the thoroughness of the approach to the necessary tasks and how well the approach will meet the objectives of the project. Current capacity to perform the work and ability to succeed under stated time restraints should be clearly stated.

The Proposer should elaborate on their ideas and abilities to help design a special needs shelter with staff efficiencies, durability, and ease of maintenance as an important design consideration.

Describe the firms' approach to project management, plan, ability and commitment to be present and proactive during the construction phase.

Due to the unique characteristics and complexity of Special Needs Shelters, experience in the planning and design of this type of facility is an essential criterion for selection.

Experience for these projects must be firm experience, i.e. the primary proposer is to have served as the Architect of Record. References, with appropriate contact information, are to be provided for those completed projects. The Highlands County purchasing department reserves the right to contact and verify previous project performance.

TAB E Forms and Certifications (Maximum 0 Points)

- Certification Forms

- Professional Licenses and Certifications
- Proof of enrollment in the U.S. Department of Homeland Security's E-Verify system
- Sunbiz.org print-out that shows officers, FEI/EIN Number, state of incorporation, status, and date filed.
- Sample Acord Insurance Form or letter from an insurance agent confirming that Proposer is able to obtain the required coverage at the time of contract execution.

TAB F ADDITIONAL INFORMATION AT THE PROPOSER'S DISCRETION:

"Additional Information" will count against the maximum number of pages.

4. PRESENTATION IF, REQUESTED BY THE EVALUATION 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 no less than the top three scoring Proposers to provide a presentation (based on preliminary evaluation). The Presentations/interview are scheduled as noted in the solicitation. Notice will be given to the Proposers invited to give presentations. Presentations by Proposer should include the key personnel that will be responsible for the County contract and services. Following the presentations, the shortlisted firms that presented will be ranked by the committee members.

-Remainder of page intentionally left blank-

SECTION 7 SELECTION PROCESS AND CRITERIA

1. Responses shall be reviewed by the Evaluation Committee and ranked by the Evaluation Committee based upon the above criteria for each of the Professional Services Categories.
2. Public presentations to the Evaluation Committee may be requested of the Proposers.
3. Each member of the Evaluation Committee shall perform their own independent scoring based upon the criteria herein and the highest ranked firms shall be determined by the order of ranking from highest to lowest score.
4. The Evaluation Committee members have the right to correct any errors that may be made in the evaluation and selection process.
5. The County is not obligated to award contract(s), and the Evaluation Committee members may decide to recommend rejection of all responses.
6. Selection of Proposers shall follow the procedures adopted by the Highlands County Board of County Commissioners and Section 287.055, Florida Statutes.

SECTION 8 SAMPLE EVALUATION SCORE SHEET

Tab	CRITERIA FOR EVALUATION	MAXIMUM POSSIBLE POINTS
A	Introduction of Firm/Executive Summary	0
B	Firm Organization & Relevant Experience	30
C	Project Team Training And Experience	30
D	Demonstrated understanding of Scope of Work and Thoroughness of Proposal	40
E	Forms and Certifications	0
F	Additional information at the Proposers discretion	0
	TOTAL MAXIMUM POSSIBLE POINTS	100

SECTION 9 TENTATIVE SCHEDULE

DATE	TIME	EVENT
December 3, 2022		First Advertisement
December 10, 2022		Second Advertisement
None Scheduled		Pre-Proposal Meeting
January 4, 2023	5:00 P.M.	Deadline to submit questions (RFI's)
January 17, 2023	3:30 P.M.	Proposal due date, Purchasing, 600 S. Commerce Ave (2 nd FL), Sebring FL 33870
February 1, 2023	1:00 P.M.	Review/Ranking of Proposals by the Evaluation Committee 505 S Commerce Ave., Engineering Training Room (2 nd FL) Sebring, FL 33870
February 16, 2023	1:00 P.M.	Presentations / Interviews (at the discretion of the Evaluation Committee) 505 S Commerce Ave., Engineering Training Room (2 nd FL) Sebring, FL 33870
*February 22, 2023		Anticipated award date
*March, 2023		Anticipated contract consideration by the Board,
		<i>Dates are subject to change.</i>
		*Tentative dates

SECTION 10 SAMPLE MASTER CONTRACT FOR PROFESSIONAL SERVICES

V01/18/2022

The County will negotiate a contract with successful firm.

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Attachment B**Standard Job Classes**

The following Job Classes are to be used for standardization in CATEGORIZING personnel on professional services consultants. It is recognized that exceptions will need to be made in the case of unusual staff requirements that do not fit within the standard job classes. With the exception of where unusual project requirements exist, every effort should be made to list all personnel using these classes. These classes are not intended to be interpreted as position descriptions, but as a means of standardizing the classification of personnel. **Personnel should be classified based on the classification definitions provided below, not based on the position title they hold within their firm.** This is provided for informational purposes only. Rates will be negotiated after the Notice of Intended Decision is issued.

**All of the class(es) defined may or may not be applicable to this project.*

Job Class	Job Class Typical Definitions
Accountant	Bachelors degree in Accounting. Only to be used for projects containing Work Type 22.0.
Acquisition Administrator	Current Real Estate Sales or Broker license with 5+ years of Acquisition experience.
Acquisition Agent	Current Real Estate Sales or Broker license with 3 or more years of Acquisition experience.
Appraisal Research Assistant	HS graduate or equivalent
Appraiser	registered and licensed appraiser
Archaeologist	Bachelors degree in related field and/or relevant experience
Architect	registered w/ 1+ years post registration experience
Architect Intern	entry level w/ degree and intern registration or equivalent
Assistant Bridge Inspector	HS grad or equivalent + 1 year in experience in structure inspection
Assistant Underwater Bridge Inspector	HS grad or equivalent + 1 year in experience structure inspection. Possess appropriate PADI or NAUI diver certifications.
Assist Underwater Bridge Inspection Trainee	HS grad or equivalent. Possess appropriate PADI, NAUI, or NASE diver certifications.
Associate Appraiser	registered or licensed appraiser
CADD/Computer Technician	Design and Drafting Associates degree with 1+ year of experience
CEI Architect	Registered Architect, with 4 yrs as registered architect. Please refer to CEI Scope of Services for additional information
CEI Asphalt Plant Inspector	HS grad or equiv, plus 1 yr of experience in surveillance & insp. of hot mix asphalt plant operations or 80 hours working under an approved and qualified asphalt plant inspector at the asphalt plant. Please refer to CEI Scope of Services for additional details.
CEI Assist Project Administrator/Project Engineer	A C.E. degree plus 1 yr of engineering exp. in constr. of major road or bridge; or for non-degreed personnel 6 years of engineering exp. Please refer to CEI Scope of Services for additional details.
CEI Assoc Contract Support Spec	HS grad plus 3 years of clerical exp. including 2 years exp. in constr. office mgmt. Please refer to CEI Scope of Services for additional details.
CEI Bridge Inspector	NACE Level I or BCI Level I; SSPC C-3 Lead Paint Removal; AWS Certified Welding Inspector. Please refer to CEI Scope of Services for additional details.

CEI Bridge Project Administrator	NACE Level III Certified or BCI Level II Certified; SSPC C-3 Lead Paint Removal; AWS Certified Welding Inspector. Please refer to CEI Scope of Services for additional details.
CEI Bridge Senior Inspector	NACE Level III Certified or BCI Level II Certified; SSPC C-3 Lead Paint Removal; AWS Certified Welding Inspector. Please refer to CEI Scope of Services for additional details.
CEI Building Inspector/Electrical	HS grad + 5 years exp. as building inspector or general contractor. Please refer to CEI Scope of Services for additional details.
CEI Casting Yard Engineer/Manager	P.E. in Fla. w/ 1 yr. of exp.; or non-registered with min. 3 years exp. Please refer to CEI Scope of Services for additional information.
CEI Communications Engineer	Elect. Engr. degree plus registered as a P.E. & 10 yrs exp. involving computer-controlled systems for computerized traffic signal systems. Please refer to CEI Scope of Services for additional details.
CEI Community Outreach Specialist	H.S. graduate or equiv., and 3+ yrs of public information experience. Please refer to CEI Scope of Services for additional details.
CEI Consultant Engineer	A C.E. degree plus 2 years of eng. exp. in construction of major road or bridge structures, 2 years of which involved construction of major road or bridge structures with the exception of Complex Category 2 (CC2) bridge structures. Please refer to Contract Compliance Specialist Scope of Services for additional details.
CEI Contract Support Specialist	HS diploma plus 4 years of road and bridge CEI exp. or a C.E. degree. Please refer to CEI Scope of Services for additional details.
CEI Environmental Specialist	B.S. degree in Environmental Science w/ 3 year's exp. Please refer to CEI Scope of Services for additional details.
CEI Geotech Engr- Cat I Bridge DSF	P.E. + 4 yrs exp as Geotechnical Engineer, including at least two Cat I bridges w/ drilled shaft foundations. Please refer to CEI Scope of Services for additional details. DSF = (Drilled Shaft Foundations)
CEI Geotech Engr- Cat I Bridge Pile	P.E. + 4 yrs exp. as Geotechnical Engineer including at least two Cat I bridges w/ pile foundations. Please refer to CEI Scope of Services for additional details.
CEI Geotech Engr- Cat II Bridge DSF	P.E. + 5 yrs exp as Geotechnical Engineer including at least one Cat II bridge w/ drilled shaft foundations. Please refer to CEI Scope of Services for additional details. DSF = (Drilled Shaft Foundations)
CEI Geotech Engr- Cat II Bridge Pile	P.E. + 5 yrs exp as Geotechnical Engineer, including at least one Cat II bridge w/ pile foundations. Please refer to CEI Scope of Services for additional details.
CEI Geotechnical Technician- DSF	CTQP Drilled Shaft Inspector w/ 3+ years exp. Please refer to CEI Scope of Services for additional details. DSF = (Drilled Shaft Foundations)
CEI Geotechnical Technician- Pile Foundation	CTQP Pile Driving Inspector w/ 3+ years exp. Please refer to CEI Scope of Services for additional details.
CEI Inspector/Engineer Intern	HS degree plus 2 yrs exp. in constr. inspection, or C.E. degree. Please refer to CEI Scope of Services for additional information.

CEI Inspector's Aide	HS degree or equivalent. Please refer to CEI Scope of Services for additional details.
CEI Instrument-Person	HS grad plus 3 yrs experience in construction surveying. Please refer to CEI Scope of Services for additional details.
CEI ITS Inspector	H.S. graduate or equiv. +2 years exp. in constr. inspection, one year of which was ITS const. inspection. Please refer to CEI Scope of Services for additional details.
CEI Landscape Inspector	HS Graduate + 3 years commercial or roadway landscape construction and/or maintenance exp. Or FNGLA Landscape Technician + one year commercial or roadway landscape construction and/or maintenance exp. Or degree in related field and 1 yr commercial or roadway landscape construction and/or maintenance exp. Please refer to CEI Scope of Services for additional details.
CEI Project Administrator/CEI Project Engineer	C.E. degree plus 2 years of engineering experience in constr. of major road & bridge, or for non-degreed personnel 8 yrs of engineering exp. If registered P.E., uses Project Engineer title. If non-registered, uses Project Administrator title. Please refer to CEI Scope of Services for additional details.
CEI Res Compliance Specialist	HS grad with 1yr. experience. Please refer to CEI Scope of Services for additional details.
CEI Rod-Person/Chain-Person	HS grad with some survey exp. preferred. Please refer to CEI Scope of Services for additional details.
CEI Secretary/Clerk Typist	HS grad or equivalent plus 2 yrs clerical exp. Please refer to CEI Scope of Services for additional details.
CEI Senior Environmental Specialist	M.S. Degree in Physical or Natural Science & 7 yrs exp., Or a Bachelor's Degree in Environmental Science and 10 years of exp. Please refer to CEI Scope of Services for additional details.
CEI Senior Inspector- Bldg Struct.	HS grad plus 8 yrs exp. in construction inspection. Please refer to CEI Scope of Services for additional details.
CEI Senior Inspector/Senior Engineer Intern	HS grad plus 4 years exp. in constr. inspection, or C.E. degree & 1 year of road & bridge CEI experience. Please refer to CEI Scope of Services for additional details.
CEI Senior ITS Inspector	H.S. graduate or equiv. +4 years exp. in constr. inspection, two years of which were ITS construction inspection. Please refer to CEI Scope of Services for additional details.
CEI Senior Landscape Inspector	HS grad or equiv., plus 8yrs of roadway or commercial landscape construction experience, or a Bachelor degree in Horticulture, Urban Forestry, Landscape Architecture plus three (3) years of roadway or commercial landscape construction experience. Please refer to CEI Scope of Services, as applicable, for additional details.
CEI Senior Project Engineer	C.E. degree & registered in the State of Florida as a P.E. (or if registered in another state, the ability to obtain registration in the State of Florida within six months) and 6 years of engineering experience. Please refer to CEI Scope of Services for additional details.

CEI Software Engineer	Elect. Engr. degree & 5 yrs exp. in traffic signal design, analysis, and implementation. Please refer to CEI Scope of Services for additional details.
CEI Survey Party Chief	High School graduate +4 years of experience in construction surveying. Please refer to the CEI Scope of Services for additional details.
CEI Systems Technician	H.S. graduate + 5 yrs exp. in electronic systems and/or traffic engineering technician level work. Please refer to CEI Scope of Services for additional details.
CEI Utility Coordinator	H.S. graduate or equivalent with 4+ years exp. in utility coordination. Please refer to CEI Scope of Services for additional details.
Certified Bridge Inspector	FHWA bridge inspection course graduate
Chief Archaeologist	Masters or PhD in related field with 20+ years of experience
Chief Computer Programmer	20+ years of programming experience and experience in software development
Chief Designer	20+ years of design experience, non-registered
Chief Engineer 1	PE (or if registered in another state, the ability to obtain registration in the State of Florida within six months) w/ 15+ years of post-registration experience. Consultant proposes if individual is in a technical discipline oversight role.
Chief Engineer 2	PE (or if registered in another state, the ability to obtain registration in the State of Florida within six months) w/ 25+ years of post-registration experience. Consultant proposes if individual is in a technical discipline oversight role.
Chief Planner	Degree in planning or equivalent, with 20+ years exp.
Chief Scientist	Degree in related field with 20+ years of experience
Chief Utility Coordinator	HS Graduate with 20+ years of utility coordination experience including interpreting plans and assisting the Utility Agency Owners (UAO) with completion of their work schedules and agreements, and FDOT, FHWA, and AASHTO standards, policies, procedures, and design criteria.
Community Outreach Specialist	H.S. graduate or equivalent, and 3-10 years of public information experience
Community Outreach Specialist - Junior	H.S. graduate or equivalent, with up to 3 years of public information experience.
Community Outreach Specialist - Senior	H.S. graduate or equivalent, and 10+ years of public information experience.
Computer Programmer	5+ years of programming experience and experience in software development
Contract Coordinator	Experience with coordinating contracts, amendments, or TWO
CPA	Licensed Certified Public Accountant, with 3 years post registration experience in business valuation. Only to be used for projects containing Work Type 22.0.
Data Manager (Pre-Event)	(Pre-Event contracts only) two plus years of experience working with a relational database management system.

Debris Collect, Tower, Exit Site Monitor (PreEvent)	(Pre-Event contracts only) HS Grad or equivalent, be adequately trained on Debris Operations.
Debris Manager (Pre-Event)	(Pre-Event contracts only) experience with FEMA and FHWA disaster debris management coordination. Please see CEI Pre- Event scope for additional details.
Debris Supervisor (Pre-Event)	(Pre-Event contracts only) Must have experience with FEMA or FHWA disaster debris management coordination. Please see CEI-Pre-Event scope for additional details.
Design Intern	enrolled in BSCE
Designer	10+ years of design experience, non-registered
Electrical Engineer	EE degree w/ 2+ years of post-graduate experience
Engineer 1	PE (or if registered in another state, the ability to obtain registration in the State of Florida within six months) w/ 0 years of post-registration experience
Engineer 2	PE (or if registered in another state, the ability to obtain registration in the State of Florida within six months) w/ 5+ years of post-registration experience
Engineering Intern	entry level w/ engineering degree; EI License required
Engineering Technician	Entry level, with 0-4 years of experience
Environmental Specialist	B.S. degree in physical or natural sciences or engineering w/ 2+ year's exp.
GIS Specialist	Degree in related field; or combination of education and experience
Graphic Designer	Degree in Graphic Design and/or relevant experience
Inspector	H.S. graduate or equivalent +2 years' experience in inspection
ITS Inspector	H.S. graduate or equivalent +2 years' experience in inspection, one year of which is ITS construction inspection
Land Planner	Degree in related field; or combination of education and experience or AICP
Landscape Architect	registered
Landscape Architect Intern	entry level w/ BS degree or equivalent
Landscape Designer	Non-registered with 3+ years of experience
MAT Asphalt Plant Inspector	HS grad or equiv, plus 1 yr. of experience in surveillance & insp. of hot mix asphalt plant operations or 80 hours working under an approved and qualified asphalt plant inspector at the asphalt plant.
MAT CADD/Computer Technician	Technical Certification and/or 2 yrs. experience
MAT Chief Engineer	P.E. (or if registered in another state, the ability to obtain registration in the State of Florida within six months) w/ 20+ years of post-registration experience
MAT Engineer	P.E. (or if registered in another state, the ability to obtain registration in the State of Florida within six months) w/ 5 yrs. Industry Experience
MAT Engineer Intern	Entry level w/ Engineering Degree and E.I.T. Certificate
MAT Engineering Technician	H.S. grad w/ 1yr Industry Experience and applicable CTQP qualifications
MAT Geologist	B.S. degree in Geology w/ 2yrs experience

MAT Geologist Professional	P.G. w/ 5 yrs. Industry Experience
MAT GIS Specialist	2yrs Applicable Experience
MAT Inspector	H.S. grad w/ 1yr Industry Experience and applicable CTQP qualifications
MAT Pre-stress Inspector	H.S. grad w/ 1yr Industry Experience and applicable qualifications
MAT Principal Engineer	P.E. (or if registered in another state, the ability to obtain registration in the State of Florida within six months) w/ 15+ years of post-registration experience
MAT Project Manager	H.S. grad w/ 3yrs Industry Experience
MAT Secretary/Clerical	Entry level w/ H.S. degree or equivalent
MAT Senior Asphalt Plant Inspector	H.S. w/ 4yr Industry Experience; CTQP Asphalt Plant Level 1&2; CTQP Asphalt Paving Level 1&2; must complete additional training (if required by District).
MAT Senior Engineer	P.E. (or if registered in another state, the ability to obtain registration in the State of Florida within six months) w/ 10 yrs Industry Experience
MAT Senior Engineering Technician	H.S. grad w/ 4 yrs. Industry Experience and applicable CTQP qualifications
MAT Senior Inspector	H.S. grad w/ 4 yrs. Industry Experience and applicable CTQP qualifications
MAT Technical Secretary	H.S. grad w/ 3 yrs. applicable Technical Experience
MAT Technician Aid	Entry level w/ H.S. degree or equivalent
Mechanical Engineer	ME degree w/ 2+ years of post-graduate experience
MOT - Qualified Worker/Flagger	MOT Intermediate Certification
MOT - Qualified Worksite Traffic Supervisor	MOT Advanced Certification
MOT Off-Duty Law Officer with Vehicle	Includes vehicle, labor and all coordination services.
Office Manager/EEO/RCS	3+ years of clerical experience (for use in CEI contracts only)
Operations Debris Manager (Pre-Event)	(Pre-Event contracts only) Must have experience with FEMA or FHWA disaster debris management coordination. Please see CEI-Pre-Event scope for additional details.
Planner	Degree in planning or equivalent/ 1+ years of experience
Principal Engineer	PE (or if registered in another state, the ability to obtain registration in the State of Florida within six months) w/ 20+ years of post-registration experience. Consultant proposes if individual is in an enterprise oversight role (over resources and team).
Project Architect	registered w/ 5+ years of post-registration experience
Project Landscape Architect	Registered w/ 5+ years post-registration experience
Project Manager 1	PE (where appropriate) w/ 5+ years of post-registration experience
Project Manager 2	PE (where appropriate) w/ 10+ years of post-registration experience
Project Manager 3	PE (where appropriate) w/ 15+ years of post-registration experience

Project Planner	Degree in planning or equivalent/ 5+ years of experience
Property Management Administrator	Current Real Estate Sales or Broker license with 5+ years of Property Management experience.
Property Management Agent	Current Real Estate Sales or Broker license with 3 or more years of Property Management experience.
Relocation Administrator	5+ years of demonstrated current experience in administering and providing relocation assistance under the provisions of the Uniform Act.
Relocation Agent	3 or more years of demonstrated current experience in administering and providing relocation assistance under the provisions of the Uniform Act.
Scientist	Relevant Degree / Entry Level
Secretary/Clerical	entry level w/ HS degree or equivalent
Senior Accountant	Bachelor's degree in Accounting with over 5 years' experience in public accounting. Only to be used for projects containing Work Type 22.0.
Senior Acquisition Agent	Current Real Estate Sales or Broker license with 3+ years of Acquisition experience.
Senior Archaeologist	Masters or PhD in related field w/ 10+ years of experience
Senior Architect	registered w/ 10+ years of post-registration experience
Senior Certified Bridge Inspector	5+ years serving as a safety bridge inspection team leader who also coordinates, assists and provides guidance to other bridge inspection teams
Senior Computer Programmer	10+ years of programming experience and experience in software development
Senior Designer	15+ years of design experience, non-registered
Senior Electrical Engineer	EE degree w/ 10+ years of post-graduate experience
Senior Engineer 1	PE (or if registered in another state, the ability to obtain registration in the State of Florida within six months) w/ 10+ years of post-registration experience. Individual is not discipline lead – in production role.
Senior Engineer 2	PE (or if registered in another state, the ability to obtain registration in the State of Florida within six months) w/ 20+ years of post-registration experience. Individual is not discipline lead – in production role.
Senior Engineering Technician	5+ years of experience
Senior Environmental Specialist	M.S. Degree in Physical or Natural Science & 7 yrs exp, Or a Bachelor's Degree in Environmental Science and 10 years of exp.
Senior Inspector	HS degree + 4 years of experience
Senior ITS Inspector	H.S. graduate or equivalent +4 years' experience in inspection, two years of which is ITS construction inspection
Senior Landscape Architect	registered w/ 10+ years of post-registration experience
Senior Mechanical Engineer	ME degree w/ 10+ years of post-graduate experience
Senior Planner	Degree in planning or equivalent w/ 10+ years of experience

Senior Relocation Agent	3+ years of demonstrated current experience in administering and providing relocation assistance under the provisions of the Uniform Act.
Senior Scientist	Relevant Degree w/ 10+ years of experience
Senior Underwater Certified Bridge Inspector	5+ years serving as a safety bridge inspection team leader who also coordinates, assists and provides guidance to other bridge inspection teams. Possess appropriate PADI or NAUI diver certifications.
Senior Utility Coordinator	HS graduate with 10+ years of utility coordination experience including interpreting plans and assisting the Utility Agency Owners (UAO) with completion of their work schedules and agreements, and FDOT, FHWA, and AASHTO standards, policies, procedures, and design criteria.
Structure Coating Inspector	HS grad or equivalent, possessing the following trainings: Lead Paint Removal Certification (SSPC C3 Lead Paint Removal); and either SSPC Bridge Coating Level 2 certification, or NACE Coating Inspector Level 3 certification is also acceptable.
Suit Coordinator	2+ years of experience in real estate suit preparation.
SUR Aerial Sensor Operator	HS Graduate or Equivalent and 1+ years' experience with the type of sensor(s) and data collection system(s) being utilized for raw data collection.
SUR Chief Scientist	Master's degree or Higher in needed field of subject matter expertise
SUR Chief Surveyor	PSM with 20+ years post license experience
SUR Contract Coordinator	5+ years of experience, includes activities such as coordinating proposals, labor tracking activities, and contract submittals. 3+ of those years on state or federal transportation contracts
SUR Field Crew Supervisor I	MOT Certification with 1+ years supervisory experience
SUR Field Crew Supervisor II	PSM and MOT Certification, with 1+ years supervisory experience
SUR Mobile Survey Analyst 1 (Entry)	HS Graduate or Equivalent with 2+ years survey experience, 1 of which must be in digital mapping using mobile remote sensing data.
SUR Mobile Survey Analyst 2 (Junior)	HS Graduate or Equivalent with 4+ years survey experience of which 2 years must be in processing, analysis, and adjustment of mobile remote sensing data
SUR Mobile Survey Analyst 3 (Senior)	HS Graduate or Equivalent with 6+ years survey experience of which 4 years must be in processing, analysis, and adjustment of mobile remote sensing data
SUR Mobile Survey Operator	HS Graduate or Equivalent with 4+ years survey experience, 2 of which must be in operation of mobile remote sensing equipment. Certification in MOT.
SUR Multi Engine Aircraft Pilot	FAA Certified and rated Aircraft Pilot w/ 1500 total logged pilot flying hours of which at least 500 hours were in multi-engine aircraft and at least 5 hours were in the make and model aircraft being flown

SUR Party Chief	HS Graduate or Equivalent with 5+ years of experience, or HS graduate with a Geospatial Science Related Secondary Degree or Certification with 2+ years Survey/Mapping/GIS experience.
SUR Principal Surveyor	PSM with 15+ years post license experience.
SUR Project Surveyor	PSM with 2+ years post licensure transportation Project Management experience
SUR Rotorcraft Pilot	FAA Certified and rated Rotorcraft Pilot w/ 1000 total logged pilot flying hours of which at least 250 hours were in Rotorcraft.
SUR Secretary/Clerical	Entry level w/ HS Grad or Equivalent
SUR Senior Project Surveyor	PSM with 6+ years post licensure transportation Project Management experience
SUR Senior Surveyor	PSM with 10+ years post license experience.
SUR Single Engine Aircraft Pilot	FAA Certified and rated Aircraft Pilot w/ 500 total logged pilot flying hours
SUR SUE Technician 1 (Entry)	HS Graduate or Equivalent with entry level experience in Utility or Survey
SUR SUE Technician 2 (Junior)	HS Graduate or Equivalent with 2+ years SUE experience
SUR SUE Technician 3 (Senior)	HS Graduate or Equivalent with 4+ years SUE experience
SUR Survey Technician 1 (Entry)	HS Graduate or Equivalent with entry level experience in Survey
SUR Survey Technician 2 (Junior)	HS Graduate or Equivalent with 2+ years survey experience
SUR Survey Technician 3 (Senior)	HS Graduate or Equivalent with 4+ years survey experience
SUR Survey/GIS/SUE Analyst 1 (Entry)	HS Graduate or Equivalent 1+ years Survey/Mapping/GIS experience
SUR Survey/GIS/SUE Analyst 2 (Junior)	HS Graduate or Equivalent with 5+ years, or HS plus Geospatial Related Secondary Degree or Certification (GISP) with 2+ years Survey/Mapping/GIS experience
SUR Survey/GIS/SUE Analyst 3 (Senior)	HS Graduate or Equivalent with 8+ years, or HS plus Geospatial Related Secondary Degree or Certification (GISP) with 4+ years Survey/Mapping/GIS experience
SUR Surveyor	PSM with 1+ year post licensure transportation experience
SUR UAS Operator	Unmanned Autonomous System (UAS) Operator - HS Graduate / equivalent with 1+ years survey experience, and 1+ years UAS experience. If system is airborne, a Federal Aviation Administration (FAA) Remote Pilot Certificate is also required.
Technician Aid	Entry level Design and Drafting
Transportation Data Analyst	Bachelor's Degree in Natural Science, Engineering, Mathematics, Statistics, Computer Science or related field and 0-3 years of experience for data collection, data analysis, data mining, data quality control.
Transportation Data Scientist	Master's Degree in Natural Science, Engineering, Mathematics, Statistics, Computer Science or related field plus five years of experience in data collection, data analysis, data mining, data quality control in analyzing data OR Bachelor's degree and 10 years exp.

Transportation Data Technician	HS Grad or equiv., with 0-2 years of experience, for data collection, field collection.
Underwater Certified Bridge Inspector	1+ years safety bridge inspection. Possess appropriate PADI or NAUI diver certifications.
Utility Coordinator	H.S. graduate or equivalent with 4+ years of experience in utility coordination



SECTION 11 CERTIFICATION FORMS

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County’s Form may result in the submission being declared non-responsive by the County.

The list of forms below is meant only as a guide. It is the Proposer’s responsibility to review and include all requested and required documentation.

Forms	circle one	
LOCAL COMPLIANCE FORMS		
Proposal Form, include acknowledgement of all addenda, signed.	YES	NO
Drug-Free Workplace Certification	YES	NO
Public Entity Crimes Sworn Statement	YES	NO
Discrimination Certification	YES	NO
Scrutinized Companies Certification	YES	NO
E Verify Certification	YES	NO
Truth in Negotiations Certification (required with the successful firm)	YES	NO
FEDERAL CONTRACT COMPLIANCE REQUIREMENTS		
Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreements	YES	NO
Affidavit of Compliance with 2 CFR 200 Requirements	YES	NO
Authorized Signatories/Negotiators	YES	NO
Federal Debarment Certification Form	YES	NO
MISCELANEOUS DOCUMENTATION		
Sunbiz.org Print out for Proposer FEI/EIN Number	YES	NO
Acord Insurance Form (sample copy from proposer)	YES	NO
Women / Minority Business Enterprise Certification	YES	NO
References (included in Tab B)	YES	NO
Licenses, Certifications	YES	NO
One (1) Original Hard Copy Submission Package, and one (1) exact electronic copy, in <u>one</u> unlocked, unprotected Adobe file, on a thumb drive of the Submission package. Labeled “23-009 Proposer name”	YES	NO
Sealed Submittal Label (affix to outside of submittal package, if applicable)		

PROPOSAL SUBMITTAL FORM

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

SOLICITATION IDENTIFICATION: **RFP 23-009-LKD**
SOLICITATION NAME: **Professional Services for Special Needs Shelter**
PROPOSAL SUBMITTED BY:

Proposer's Name

Proposer's Authorized Representative's Name and Title

Proposer's Address 1

Proposer's Address 2

Contact's Name and Title (Print)

Contact's E-mail Address

Contact's Phone Number

Dun's Number

Employer Identification Number/Federal Employer Identification

ACKNOWLEDGEMENT OF ADENDA Proposer represents that:

- It is the sole responsibility of the bidder/proposer to check the Purchasing web-site for any addenda issued for this solicitation.
- Proposer has examined and carefully studied this RFP and the following Addenda (receipt of all which is hereby acknowledged):

Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued

PROPOSAL FORM

CERTIFICATION: 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. Proposer has not directly or indirectly induced or solicited any other person 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 person(s) or over the County. The signature below, by an authorized representative and hereby affirm they have read and understand the solicitation requirements.

SUBMITTED ON: _____ 20 _____

PROPOSER NAME: _____

SIGNATURE: _____
Proposer's Authorized Representative (Seal)

PRINTED NAME: _____

TITLE: _____

-Remainder of page intentionally left blank-

DRUG FREE WORKPLACE FORM

**CERTIFICATION PURSUANT TO SECTION 287.087, FLORIDA STATUTES
PREFERENCE TO DO BUSINESS WITH DRUG FREE WORKPLACE PROGRAMS
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: _____

PUBLIC ENTITY CRIMES FORM

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

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: _____

(AFFIX NOTARY SEAL)

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

DISCRIMINATION FORM

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

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: _____

SCRUTINIZED COMPANY FORM

CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

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 that Boycott Israel list created pursuant to Section 215.4725, Florida Statutes, is not participating in a boycott of Israel, is not 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 Section 215.473, Florida Statutes, and that it does not have business operations in Cuba or Syria.

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: _____

E-VERIFY FORM

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

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 _____

TRUTH IN NEGOTIATION CERTIFICATION

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the County requires the Consultant to execute this certificate and include with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All agreement adjustments shall be made within one (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the County, whichever is later.

Firm Name

Representative's Name (print)

Representative's Signature

Date

FEDERAL CONTRACT COMPLIANCE REQUIREMENTS

(In addition to the General Conditions)

To comply with Code of Federal Regulations, Appendix II to Part 200, 2 CFR § 200.318 through 200.324, as applicable.

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

During the performance of the contract, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

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. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.*
2. *CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.*
3. *CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*
4. *CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.*
5. *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.*
6. *In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.*
7. *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)) NOT APPLICABLE

(Applicable only for ARPA construction contracts over \$10 million) CONTRACTOR shall pay wages to laborers and mechanics at a rate not less than those in the attached Davis-Bacon Act Wage Rate Table(s) as made by the Secretary of Labor. CONTRACTOR shall pay wages not less than once per week.

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

(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.

8. *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.*
9. *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.*
10. *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))

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 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. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this Contract, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses, women's business enterprises and labor surplus area firms on solicitation lists; assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, women's business enterprises and labor surplus area firms; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, women's business enterprises and labor surplus area firms; as the funding requires, are used whenever possible and when subcontracts are to be let by the Prime contractor that they are required to follow the affirmative steps in 2 CFR 200.321 and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. Their websites and contact information can be found at www.SBA.gov and www.MBDA.gov.

J. ENERGY EFFICIENCY AND CONSERVATION, (42 U.S.C. § 6201).

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

- 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. CIVIL RIGHTS COMPLIANCE** - Ensure no discrimination on basis of race, color, national origin, disability, age, or sex. Assures compliance with Title VI of the **Civil Rights** Act of 1964.
- M. HUAWEI AND ZTE RESTRICTIONS**, 2 CFR § 200.216, prohibits award recipients from using federal award funds to “procure or obtain any equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system.” Covered telecommunications equipment or services include such items provided by Huawei Technology Company, ZTE Corporation, or any of their many subsidiaries or affiliates. Section 200.471 makes purchases of covered technology unallowable under federal funding.
- N. DOMESTIC PREFERENCE**, 2 CFR § 200.322. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, **provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States** (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- O. AFFIRMATIVE ACTION**, 2 CFR § 200.321. Contractor must take steps and document all necessary affirmative steps to assure that minority business enterprises, women business enterprises and labor surplus area firms, as the funding requires, are used whenever possible and when subcontracts are to be let by the Prime contractor that they are required to follow the affirmative steps in 2 CFR 200.321. Where appropriate, divide requirements into smaller tasks to permit maximum participation.

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.”**

If not provided at time of bid submittal, the form must be completed and submitted within three business days of County’s request. Vendor hereby certifies the following:

- C.** 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 any 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.
- D.** 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.
- E.** The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is 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 section 1352, title 31, U.S. Code (U.S.C.). §1352. 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.

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

Signature of Authorized Official on behalf of Vendor

Name and Title of Authorized Official on behalf of Vendor

Name of Vendor

_____, 20____ Date of Execution

AFFIDAVIT OF COMPLIANCE WITH 2 CFR §200.321 REQUIREMENTS

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

(OR 45 C.F.R. §75.330 FOR HEALTH AND HUMAN SERVICES FUNDS)

I, _____, in my capacity as _____,
(First and Last Name) (Company Title/Position)

am authorized to sign on behalf of, and fully bind, _____
(Company Name)

(the "Prime Contractor"). Accordingly, on behalf of the Prime Contractor, I swear to, and affirm, the following:

- _____
(Initial) 1. Qualified small and minority businesses, and women's business enterprises, were, and will continue to be, placed on all of the Prime Contractor's solicitation lists.
- _____
(Initial) 2. The Prime Contractor solicited, and will continue to solicit, small and minority businesses, and women's business enterprises, when they were/are potential sources.
- _____
(Initial) 3. Based on the Prime Contractor's experience and expertise, the total requirements of the project were, and will continue to be, divided – when economically feasible – into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- _____
(Initial) 4. The Prime Contractor has and/or will establish delivery schedules that will encourage participation of small and minority business, and women's business enterprises.
- _____
(Initial) 5. The Prime Contractor has and/or will use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- _____
(Initial) 6. I understand that if the Prime Contractor fails to submit the documentation required in SECTION 1, GENERAL TERMS AND CONDITIONS, SMALL AND MINORITY BUSINESS ENTERPRISE (MBE), WOMEN BUSINESS ENTERPRISES (WBE), AND LABOR SURPLUS AREA FIRMS of these bid documents as attachments to this Affidavit of Compliance, that the Prime Contractor's bid will be considered non-responsive.
- _____
(Initial) 7. I affirm that all the **documentation attached** to this Affidavit of Compliance reflect true and accurate records that have not in any way been altered.

_____ 8. I understand that, should the Prime Contractor be the awarded the contract that
(Initial) this affidavit will continue to be considered binding for the duration of the
project.

_____ 9. I understand that false statements on this Affidavit of Compliance may result
(Initial) in criminal prosecution for a felony of the third degree as provide for in
§92.525(3), Florida Statutes.

I swear and affirm that the above and foregoing representations are true and correct to the best
of my information, knowledge, and belief.

Signature

Date

Printed Name

Official Title

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____
20____, by _____ of _____, a _____

(Name of officer or agent, Title)

(Name of company)

(State)

corporation, on behalf of the corporation.

(Seal)

Signature Notary Public
Print, Type/Stamp Name of Notary

Personally Known [] or Produced Identification []

Type of Identification Produced: _____

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Proposer represents that the following **principals** are authorized to sign proposals, negotiate and/or sign contracts and related documents to which the proposer will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name _____ Title _____

Telephone Number/Email _____

Signature

Date

Title

Name of Business

Type of Organization

_____ Sole Proprietorship _____ Partnership _____ Joint Venture* _____ Corporation

_____ Limited Liability Company _____ Non Profit

State Incorporation Document No. _____

Principal Place of Business (Florida Statute Chapter 607) _____

City/County

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE PROPOSER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal Tax ID # : _____

**Joint Venture Firms must complete and submit with their Proposal Response the form titled "Information for Determining Joint Venture Eligibility", and a copy of the formal agreement between all joint venture parties. This joint venture agreement must indicate the parties' respective roles, responsibilities and levels of participation for the project. If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted. Failure to timely submit the required form along with an attached written copy of the joint venture agreement may result in disqualification of your Proposal Response.*

FEDERAL DEBARMENT CERTIFICATION FORM

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180.

**(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE WHICH ARE
AN INTEGRAL PART OF THE CERTIFICATION)**

- (1) The prospective recipient of Federal assistance funds certifies, by Response, 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.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Response.

ATTESTATION

By signing this report, I certify to the best of my knowledge and belief that the foregoing is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

Company Name

Name and Title of Authorized Representative

Signature

Date

FEDERAL DEBARMENT CERTIFICATION FORM (CONTINUED)

Instructions for Certification

1. By signing and submitting this Response, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this Response is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The prospective recipient of Federal assistance funds agrees by submitting this Response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
5. The prospective recipient of Federal assistance funds further agrees by submitting this Response that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Remainder of page intentionally left blank

SEALED PROPOSAL LABEL


Cut along the outer border and affix this label to your sealed submission envelope/box to identify it as a “Sealed Bid/Proposal”

Deliver to: Highlands County Purchasing Department
600 S. Commerce Ave., 2nd Floor
Sebring, FL 33870

Contact Information: Lori DeLoach, Purchasing Manager
(863) 402-6500

PLEASE PRINT CLEARLY



SEALED BID/PROPOSAL DOCUMENTS • DO NOT OPEN •	
SOLICITATION NO.:	ITB 23-009-LKD
SOLICITATION TITLE:	Professional Services for Special Needs Shelter
DATE DUE:	Tuesday, January 17, 2023
TIME DUE:	Prior to: 3:30 PM
SUBMITTED BY:	_____
	<small>(Name of Company)</small>
<small>e-mail address</small>	<small>Telephone</small>
DELIVER TO:	Highlands County Board of County Commissioners Attn: Purchasing Department, 2 nd Floor (Lori DeLoach) 600 South Commerce Avenue Sebring, Florida 33870
	Note: submissions received after the time and date above will not be accepted.

***Notice: The Date Due/Submission Deadline Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda. It is the sole responsibility of the Contractor/Vendor to monitor the County webpage for any updates. Contractor/Vendor may strike through and update Date Due/Submission Deadline Date/Opening Date to match any updates to this date that have been published via Addenda.**



STATEMENT OF NO BID

We, the undersigned, have declined to bid

- _____ Specifications too "tight", i.e., geared toward one brand or manufacturer only
- _____ Insufficient time to respond to the Invitation to Bid.
- _____ We do not offer this product or services
- _____ Unable to meet specifications
- _____ Unable to meet Bond requirements
- _____ Specifications unclear (explain how)
- _____ Unable to meet Insurance requirements
- _____ Remove us from your "Bidders List" altogether
- _____ Other (specify below)

Remarks:

Company Name: _____

Signature: _____

Telephone: _____

E-Mail: _____

Date: _____

EXHIBIT 1

THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT 2018 STATEWIDE EMERGENCY SHELTER PLAN, APPENDIX G

G.0 PUBLIC SHELTER DESIGN CRITERIA

The public shelter design criteria, which are also known as the Enhanced Hurricane Protection Area or EHPA criteria, were developed to ensure that appropriate new educational facilities can serve as public hurricane evacuation shelters. The EHPA criteria provide supplemental code provisions to existing applicable codes and standards. The EHPA criteria are performance-based, with limited prescriptive options provided to serve as a guide toward achieving the required level of performance.

The SREF public shelter design criteria are promulgated in Section 453.25, *Florida Building Code—Building* (FBC). This section of the code applies to public schools (K-12) and community colleges.

The EHPA criteria were also prepared to ensure that new educational facilities could meet or exceed applicable national design and construction standards, guidelines and “best practices.” In particular, the American Red Cross’ ARC 4496 should be considered during the planning and design process for an EHPA; see Appendix C. ARC4496 is the minimum hurricane evacuation shelter criteria used by the Division, American Red Cross and local emergency management officials for surveying, ranking and designating public hurricane evacuation shelters.

G.1 EHPA Occupancy Period

For planning purposes, the EHPA is assumed to be occupied at its maximum occupant capacity for, at a minimum, a continuous eight (8) hour period of exposure to major hurricane conditions (i.e., Category 3 or higher). Off-site and unprotected on-site structures and utilities should be assumed to be inoperable, damaged or destroyed.

Though the EHPA provisions assume only an 8-hour design occupancy period, hurricane evacuation shelters are much more likely to be occupied for about 24 to 36 hours in advance of arrival of hurricane force winds, 8 to 24 hours during hurricane conditions, and 24 to 72 hours (or longer) after hurricane force winds subside. Boards, design professionals and emergency managers should consider this fact during the design of an EHPA. A design planning guide of 24 hours of self-sufficient operations at maximum occupant capacity may be more appropriate. A shelter occupancy minimum design duration of 24 hours is consistent with the International Code Council’s *Standard on the Design and Construction of Storm Shelters* (ICC 500).

G.2 Structural Requirements

The wind load performance objective of modern building codes and standards is to prevent or reduce deaths and injuries within the built environment. This is achieved through design and construction of buildings such that, under design loads, primary loadcarrying systems remain stable and do not collapse. Survival without collapse implies that occupants should be able to find an area of relative safety inside the structure during a severe wind event. Localized damage, breach of the structural envelope and flow of wind through the structure and water damage are acceptable. However, this design philosophy is not necessarily acceptable for public hurricane evacuation shelters (and certain other essential facilities).

Hurricane Andrew (1992) and other subsequent major hurricanes demonstrated that the potential exists for hundreds of shelter occupants to find themselves scrambling for safety as the structural envelope of a designated public shelter progressively collapses or disintegrates. This scenario is unacceptable to emergency management and other public officials. The EHPA criteria were developed to significantly enhance the safety of public hurricane evacuation shelters, and enhance their ability to survive and continue to serve the public after exposure to a major hurricane. Therefore, the performance expectation for EHPA's is that not only the structural frame resist collapse in a Category 3 or greater hurricane, but that the exterior envelope components, cladding materials and assemblies must also remain sufficiently intact to protect building occupants and preserve the mass care function.

G.2.1 Wind Loads. EHPA's are required to be designed and constructed in accordance with the hurricane wind load provisions of the International Code Council/National Storm Shelter Association *Standard for the Design and Construction of Storm Shelters* (ICC 500). ICC 500's design wind speed map is based on achieving a one (1) percent chance or less of occurrence over the life expectancy of the structure (approximately 75 – 100 years). The chance of occurrence in any given year is 0.0001; which is often referred to as a 10,000-year event. Figure G-1 shows the ICC 500 design wind speed map for Florida and the southeast United States

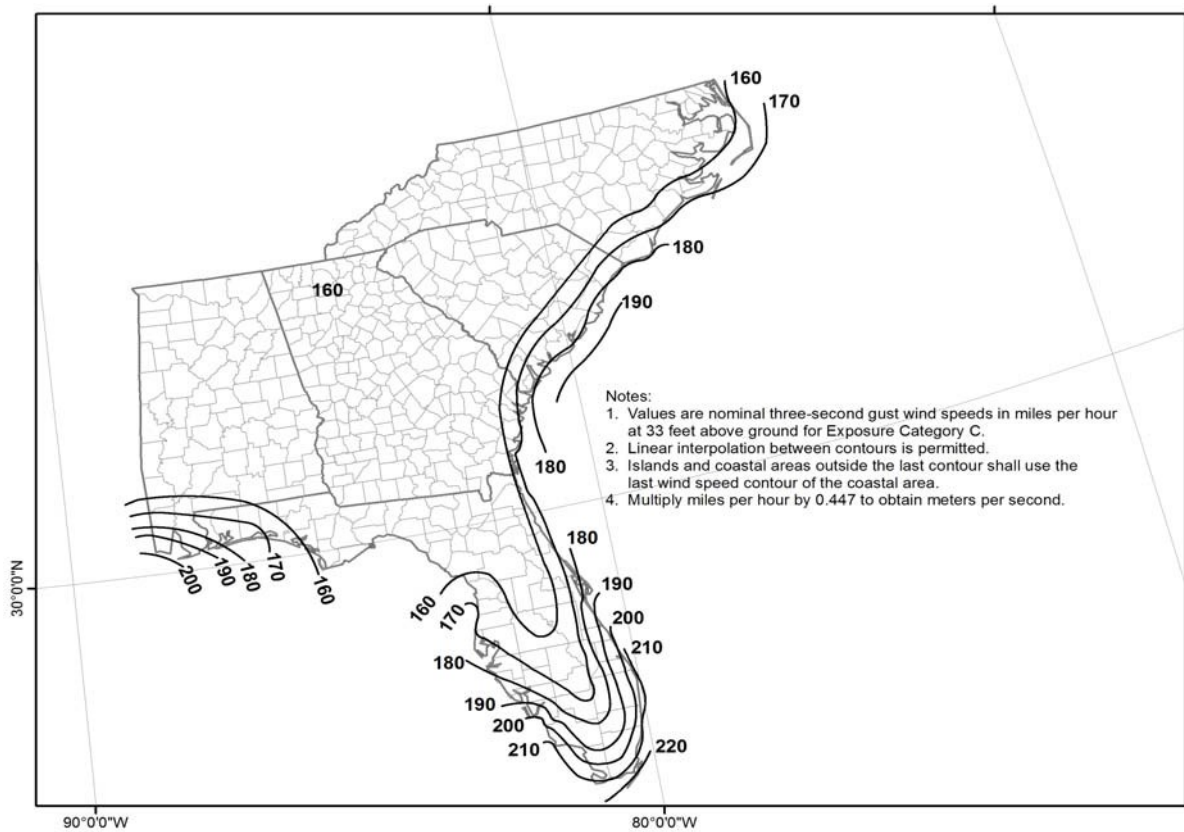
The International Code Council has published a commentary to assist designers with meeting the ICC 500 standard. The Federal Emergency Management Agency (FEMA) has also published useful guidance in *Design and Construction Guidance for Community Safe Rooms* (FEMA P-361) which provides assistance for federally-funded storm shelter construction programs.

FEMA P-361 can be viewed at the following web address:

<http://www.fema.gov/safe-room-resources/fema-p-361-design-and-construction-guidance-community-safe-rooms>

G.2.2 Windborne Debris Impact. All exterior surface components and cladding materials of EHPA's, and their supporting assemblies, are required to resist windborne debris impact. This includes walls, roofs, windows, skylights, glass block, doors, louvers, etc. This requirement is applicable to all EHPA's, regardless of proposed siting in a location outside of the normal windborne debris regions prescribed in ASCE 7 or the FBC.

Figure G-1. ICC 500 Hurricane Design Wind Speed Map
Source: International Code Council



For reference purposes, Figure G-2 shows the *2010 Florida Building Code—Building* design wind speed map. Figure G-3 shows the *Florida Building Code—Building* design wind speed with windborne debris regions.

Figure G-2. ASCE 7-2010 and 2014 Florida Building Code—Building, Risk Category III and IV Design Wind Speed Map

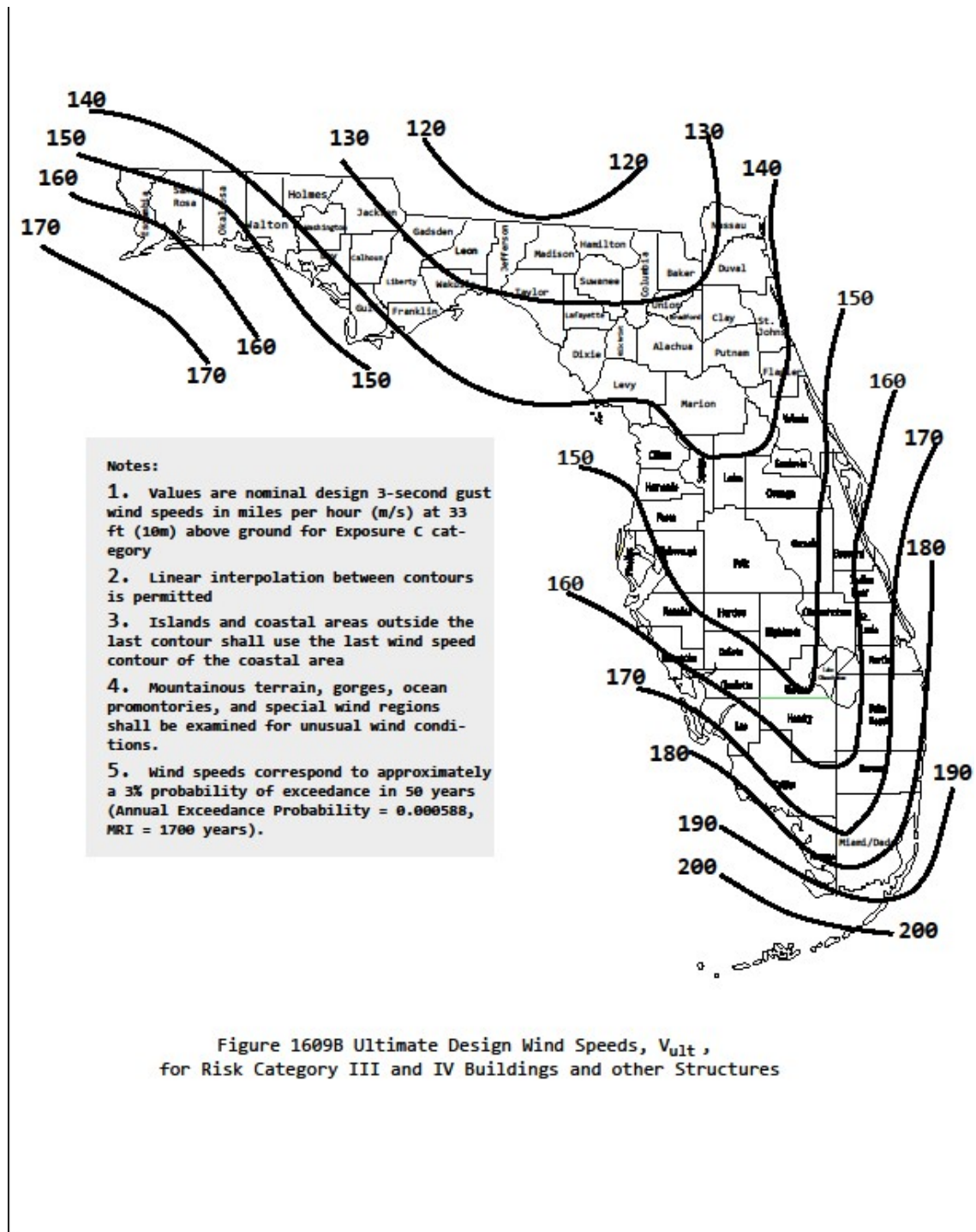


Figure G-3. ASCE 7-2010 and 2014 Florida Building Code—Building, Risk Category III and IV Design Wind Speed Map (Wind-Borne Debris Region)

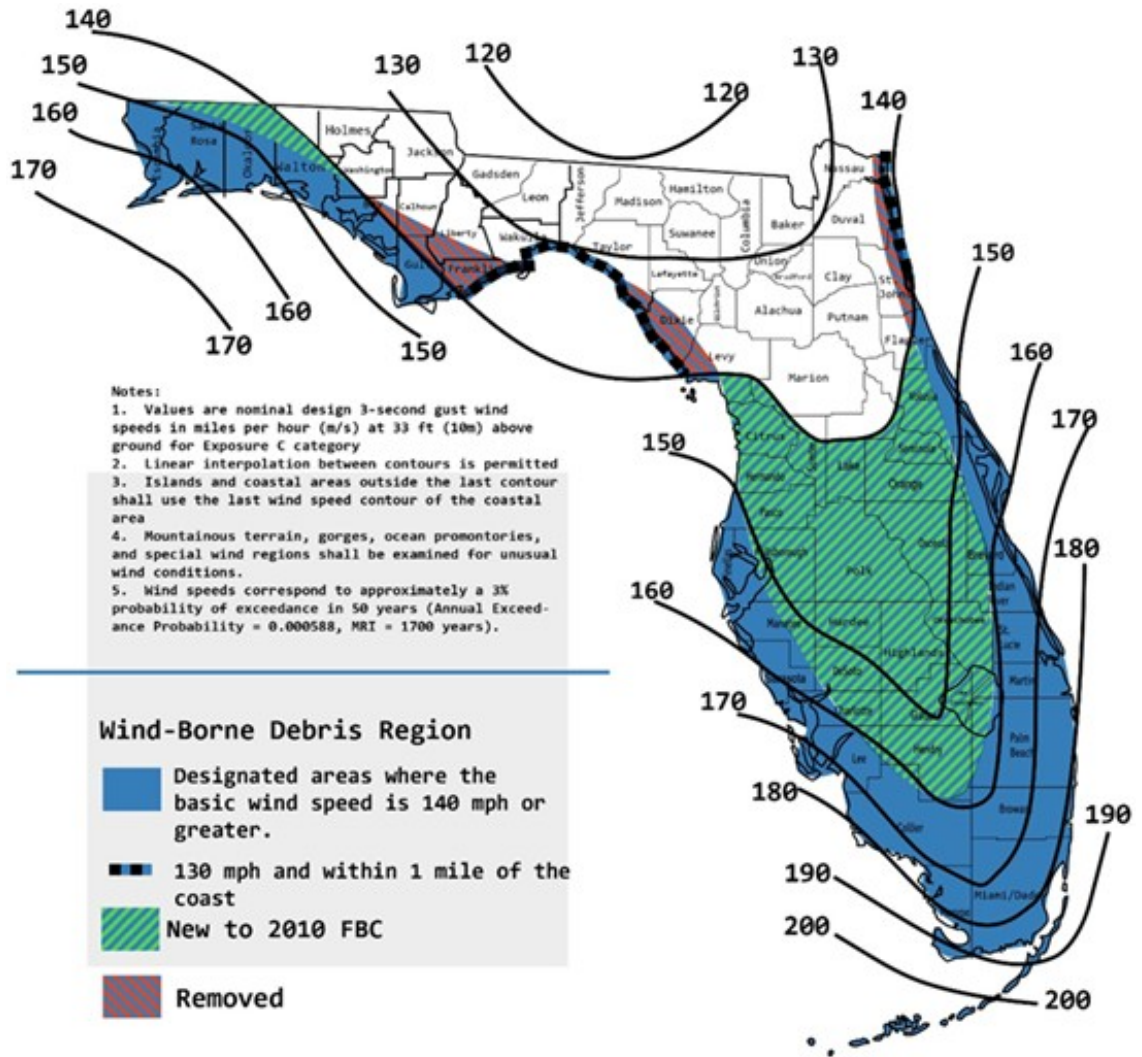


Figure 1609B Risk Category III and IV Buildings and other Structures and Category III healthcare facilities

Local emergency managers and school officials have asked for a comparison of the National Hurricane Center's (NHC) hurricane category wind speeds and building code design wind speeds. The NHC categorizes hurricanes using the Saffir-Simpson Hurricane Intensity Scale, which uses a one-minute sustained wind measurement method. ASCE 7-10 Commentary Tables C26.5-2 and C26.5-6 and ASCE 7-16 Commentary Table C26.5-7 provides information to assist with conversion.

Table G-1 below provides a comparison of common wind measurement methods. For comparison purposes, visualize an anemometer (measures wind velocity) with Table G-1 representing concurrent scales on its wind speed display, similar to a vehicle speedometer that registers vehicle speed in both miles per hour (mph) and kilometers per hour. The anemometer will read about 122 mph on the 3-second gust scale when the one-minute sustained scale reads 111 mph.

TABLE G-1. Equivalent Basic Wind Speeds						
Wind Speed Conversion ¹						
3-Second Gust (ult), 3-Second Gust (asd), Fastest-Mile and 1-Minute Sustained						
Design Wind Measurement Method	Saffir-Simpson Hurricane Intensity Scale					
	Category 1	Category 2	Category 3	Category 4	Category 5	Extreme Category 5
3-Second Gust, mph (ASCE 7-10, ASCE 7-16 and Florida Building Code, Ultimate)	105	134	155	182	218	266
3-Second Gust, mph (ASCE 7-98 to 7-05 and Florida Building Code)	81	106	122	143	173	210
Fastest-Mile, mph (ASCE 7-93 and Standard Building Code)	76	91	106	127	154	186
One-Minute Sustained, mph (Over open water; National Hurricane Center)	74	96	111	130	157	188

¹ - Reference Sources: ASCE 7-10 Tables C26.5-2 and C26.5-6, and ASCE 7-16 Table C26.5-7

G.2.3 Foundations and Floor Slabs. The finished floor elevation of EHPA's and their essential life safety and emergency support systems need to be elevated above at least the maximum storm surge inundation elevation associated with a Category 4 hurricane. In multistory or elevated buildings, this applies to the lowest EHPA floor. The storm surge elevations are identified by reviewing the most current Sea, Lake and Overland Surges from Hurricanes (SLOSH) studies and atlases.

Some computer-based SLOSH models are also available, such as SLOSH Display Program version 1.65i. These models list several elevations based upon “hurricane scenario,” which includes storm intensity, forward speed and track. It is not uncommon for a site located in a Category 4 or 5 storm surge zone to be listed as “dry” for all but one or possibly a few scenarios, and could possibly be dry for all scenarios due to elevation of local grade.

The Division’s minimum recommendation for rainfall flood design elevation for EHPA’s is ASCE *Flood Resistant Design and Construction* (ASCE 24) Classification Category IV, Essential Facility. That is, the minimum elevation must be at least two (2) feet above base flood elevation (BFE) or a community’s Design Flood Elevation (DFE), whichever is greater. However, where determined, the lowest habitable EHPA floor elevation should be at or above the 500-year flood elevation.

G.2.4 Certifications. Board and emergency management agencies have often found that it is difficult, if not impossible, to document that a facility was designed and constructed to the EHPA criteria after the passage of time. Construction drawing notes often do not provide the required information, and building officials, design professionals-of-record, constructors, product manufacturers and providers, and other relevant agents move on to other projects. Maintaining a viable record to certify that a facility has been designed and constructed to meet the EHPA criteria is critical.

The following information is needed by emergency managers to document that a facility is an EHPA:

1. Statement that the wind design conforms to the provisions of the Public Shelter Design Criteria, Section 453.25, Florida Building Code with year of revision specified
2. Statement that the building or EHPA, as applicable, is capable of withstanding or exceeding wind loads according to ASCE 7 structural design criteria (this statement is essential for ARC planners)
3. Basic Wind Speed (V), mph
4. Wind Importance Factor (I); if applicable by standard or code in effect
5. Wind Exposure
6. Wind Directionality Factor (K_d)
7. Internal Pressure Coefficient (GC_{pi})
8. Provide documentation that walls, windows, doors, louvers, roofs, skylights, exhaust fans, rooftop air-conditioning equipment and other exterior components comply with ASTM E 1886 and E 1996, SSTD 12 or other applicable performance standards (e.g., FBC High Velocity Hurricane Zone testing protocols TAS 201, 202 and 203, etc.); documentation may include large missile impact product approval notice(s), certified lab test results, etc.
9. Floor plan drawing or image indicating location of EHPA portions of the facility; includes drawing or image indicating the entire facility when applicable

The documentation can be provided in the form of a certification letter or memorandum, or as a note page within the construction drawings of record. It is requested that the design professionals-of-record sign and seal the certification document(s), and forward the certification to the board, local emergency management agency and Division.

G.2.5 Observations from the 2004 and 2005 Hurricane Seasons. Following the 2004 and 2005 hurricane seasons, federal, state and local building code and mitigation assessment teams observed the types of damages found in the most heavily impacted areas of Florida. In general, the impacted EHPA's performed in a manner similar to other recently constructed light commercial facilities. That is, there were no observed structural failures but improvements were recommended for cladding integrity and weather protection. In particular, roof coverings, light metal exterior wall coverings, soffits and door hardware damage led to rainwater intrusion.

The following is a summary of selected recommendations from the federal Mitigation Assessment Team for critical/essential facilities (which includes shelters):

1. To better ensure adequate performance of shelters, the 40 mph increase in base wind speed should be required and not just "highly recommended."
2. Ensure that appropriate ASCE 7 Exposure Categories are selected during the design process; ensure full wind loads are calculated in open areas (Exposure C) where reductions are not appropriate.
3. The minimum windborne debris impact criteria should be increased from the current SSTD 12/ASTM E 1996 Level D (9 lb 2"x4" @ 34 mph) basic protection to the essential facility Level E (9 lb 2"x4" @ 55 mph) enhanced protection.
4. Assure code compliance through increased enforcement of construction inspection requirements, such as the Threshold Inspection Law.
5. It was recommended that designers calculate loads on building envelope cladding and components (including soffits), roof coverings and roof top equipment and specify/detail adequate attachments to resist the loads. A minimum safety factor of 2.0 is typically recommended. Note that industry or manufacturers' recommendations may be higher than 2.0.
6. For roof coverings, a secondary weather-resistant underlayment is recommended to improve rainwater intrusion protection.
7. Designers should clearly indicate on the construction drawings the area of the facility that was designed to function as the high wind shelter or hardened core area.
8. Perform follow-up inspections every five years or after a hurricane to identify interior moisture damage that may affect the structure or building envelope.
9. It was recommended that designers consider and use guidance found in FEMA P-361 and *Design Guide for Improving School Safety in Earthquakes, Floods and High Winds* (FEMA 424).

To view the full Hurricane Charley and Hurricane Ivan Mitigation Assessment Team Reports, please see FEMA 488 and 489 at the following web addresses:

<http://www.fema.gov/media-library/assets/documents/905>

<http://www.fema.gov/media-library/assets/documents/2338?id=1569>

Also, FEMA 424 can be viewed at the following web address:

<http://www.fema.gov/media-library/assets/documents/5264>

There was one finding during the 2004 hurricane season that is related to human behavior that could increase the vulnerability of shelters. About forty (40) percent of the sites reported that persons (evacuees, shelter staff and managers, and public safety officials) purposely opened windows and doors during hurricane conditions. The reasons for the openings varied from admittance of late arrivals, to smoking, distribution of food and other supplies, fresh air ventilation, and equipment repairs or maintenance.

Buildings are designed to be enclosed structures, and openings of possibly as small as one (1) percent of a building's exterior envelope can cause internal pressures that exceed original design loads. This essentially negates the benefits of any added window, door or other envelope protection.

In less intense storms, such as the conditions experienced by most of the shelters in 2004, the effects caused by the openings were minimal, with occupants experiencing only minor atmospheric pressure changes and a temporary, but pronounced, creaking of lightweight roof decks (e.g., metal). However, when doors were opened on building sides perpendicular to or opposite the windward facing walls, the doors occasionally were pulled open violently by suction forces. This may have damaged some doors making them impossible to re-close, and in one case may have broken a door window pane. For additional findings specific to occupied hurricane evacuation shelters during the 2004 season, please see Chapter 5, Performance of Public Shelters during the 2004 Hurricane Season, of the *2005 Shelter Retrofit Report*.

G.2.6 Roof and Utility Enclosure Rainfall Drainage. The EHPA criteria requires that roof drain systems be sized for normal use (i.e., 100-year, 1-hour rainfall design per FBC—Plumbing, Figure 1106.1), and when applicable also required to have additional emergency overflow capacity. The Division recommends that where drainage confining roof perimeter construction or parapets are present, that secondary (emergency) roof drains or scuppers be designed for an eleven (11) inch, 1-hour rainfall rate. This is about a 10,000-year, 1-hour recurrence rainfall rate for Florida, so a low probability event. A rainfall design rate of 8 inches per hour is also consistent with ICC 500 standards for Florida.

The Division also recommends that utility, mechanical, electric and plumbing equipment enclosures with open or screen roofs provide similar emergency rainfall drainage capacity at or near floor or ground level.

G.3 Location and Site Requirements

G.3.1 Emergency Access. EHPA's are required to have at least one major means of access for emergency vehicles that is above the 100-year floodplain. However, this requirement may be impractical in some areas due to generally low-lying topography. Therefore, this requirement can be waived by the board with concurrence of the local emergency management agency or the Division. A potential EHPA with access routes below the 100-year floodplain may be subject to isolation due to hurricane rainfall flooding, and should be reviewed as a potential exemption request per section 2.2.1 of this Plan.

G.3.2 Landscaping and Parking. Landscaping around the EHPA must be designed to preserve safety and emergency access. Trees must not conflict with overhead or underground utilities, including electricity, telecommunications, potable and wastewater, natural gas, etc. Trees, utility poles or other tall structures are required to be located to avoid lay-down or impact hazard for the EHPA and its occupants. The Division recommends that trees located within 50 feet of an EHPA be limited to trunk diameters that do not exceed about six (6) inches at maturity. This recommended standoff distance will prevent medium-size trees from inflicting battering damage to EHPA roofs, walls, windows and doors and reduce the potential for entry and egress door blockage.

Trees that exceed 12 inch trunk diameters may cause most of the lay-down impact damage to buildings. Therefore, the Division recommends that trees that typically exceed 12 inches in diameter at maturity should be located with a standoff distance of more than 100 feet from their base to the closest potential impact point of an EHPA's outside perimeter wall; preferably a standoff distance of more than 115 feet. However, due to their relatively greater height potential, pine trees (e.g., Slash, Spruce, Shortleaf, Longleaf, Loblolly, etc.) should be located with a standoff distance of more than 125 feet from the EHPA; preferably a standoff distance of more than 140 feet.

Structures, equipment and other objects within 300 feet of the EHPA's perimeters should be anchored to avoid generating large windborne, falling or roll-over debris. Vehicles must be parked more than 50 feet from the perimeter of the EHPA during hurricane conditions.

G.3.3 Rainfall Drainage. The civil designer may also want to consider the potential for exceptionally high rainfall rates that will exceed normal site drainage design standards. The following are select maximum single-day (24 hour) rainfall records for locations in Florida:

- Pensacola – 11.68 inches
- Crestview – 11.44 inches
- Apalachicola – 10.67 inches
- Tallahassee – 8.86 inches
- Jacksonville – 6.33 inches
- Yankeetown – 38.7 inches (Florida Record)
- St. Petersburg – 15.45 inches
- Tampa – 11.45 inches

Orlando – 8.19 inches
Melbourne – 27.65 inches
Fort Myers – 9.92 inches
West Palm Beach – 15.22 inches
Miami – 12.56 inches
Key West – 22.75 inches

Other extreme rainfall events of note for the United States:

Alvin, TX (1979) – 43 inches (NWS national record)
Dauphin Island, AL (1997) – 32.5 inches
Hackberry, LA (1962) – 22.0 inches
Americus, GA (1994) – 21.1 inches

During slow-moving large “wet” hurricanes, a 10 to 20 inch or greater rainfall event is possible. The designer should consider the impact that flooded parking lots, overwhelmed storm drains and retention ponds, closed basin ponding, riverine and sheetflow flooding, and dam or reservoir containment failure may have on an occupied EHPA.

An essential performance requirement of hurricane evacuation shelters is that they not be inundated by rainfall flooding. For design purposes, the Division recommends that the EHPA’s civil designer consider the effects of an extraordinary event on the site drainage design. The designer should assume pre-hurricane saturated soil conditions and at-capacity drainage retention structures, then apply a hurricane-caused single-day rainfall event of about 30 inches. This is approximately a point maximum 2,000-year, 24-hour recurrence rainfall rate (1 sq.mi. basin) for most of Florida, so a low probability event.

G.4 Hurricane Evacuation Shelter Capacity

A minimum of fifty percent of the net square feet of certain types of rooms and spaces (referred to as “included spaces”) of new educational facilities are required to be constructed to meet the EHPA criteria. The calculated EHPA capacity is used by board staff, emergency managers and design professionals to determine the shelter occupant capacity and infrastructure-related requirements (potable water, toilets, hand washing sinks, parking, etc.) EHPA’s may be located in a single large room or a combination of rooms, located on one or more floors, and possibly in more than one building. To begin the EHPA capacity calculation process, identify those rooms or spaces that are to be excluded. Section 453.25.3.1, FBC and s. 252.385(4)(b), Fla.Stat. serve as guides for identifying excluded space.

The following is a summary of the excluded spaces:

Excluded Spaces. Spaces such as mechanical, plumbing, electrical, telecommunication and information technology utility equipment rooms, storage rooms and closets, exterior/outside circulation and open corridors, restrooms and

shower areas, kitchen and food preparation rooms, science rooms and labs, computer and information technology rooms and labs, vocational and industrial technology shop areas and labs, library and media rooms and labs, administrative office and support areas, record vaults, attics and crawl spaces.

Included Spaces. All other rooms and areas not listed as an excluded space.

To determine the net square feet of EHPA floor area, subtract the floor area square feet of excluded spaces from the gross square feet of the facility. The board, with the concurrence of the local emergency management agency or the Division may adjust the list of excluded/included spaces or the formula for calculation of design capacity.

Net usable floor area is defined as follows:

Net Usable Floor Area. Floor area of included spaces reduced to account for partitions and walls, columns, fixed or movable objects, furniture, equipment or other features that under probable conditions cannot be removed or stored during use as a hurricane evacuation shelter.

The following empirical usability factors can be used to determine net usable floor area:

1. Reduce the gross floor area of assembly areas with concentrated furnishings or fixed seating by 50 percent. Examples are auditoriums, amphitheater classrooms, etc. To calculate a room's net usable floor area, multiply gross floor area by a **usability factor (UF)** of 0.50.
2. Reduce the gross floor area of assembly areas with unconcentrated furnishings and without fixed seating by 35 percent. Examples are conference rooms, educational classrooms and skills labs, dining areas, band and music rooms, etc. To calculate a room's net usable floor area, multiply gross floor area by a UF of 0.65.
3. Reduce the gross floor area of assembly areas with open floors and without fixed seating by 15 percent. Examples are gymnasiums, dance floors, exhibition galleries, open multipurpose rooms, interior/inside circulation corridors and areas, etc. Retractable seating is not considered fixed seating. To calculate a room's net usable floor area, multiply gross floor area by a UF of 0.85.

A more comprehensive list of Department of Education room design codes, descriptions and UF is available in Appendix H. Usability factors listed are empirical in that they are based upon large-scale typical conditions. Boards, local emergency management agencies and design professionals may adjust the empirical usability factors to address site-specific conditions.

The capacity of an EHPA is calculated using 20 square feet per occupant. The FBC formula is as follows:

$$\text{(Gross Floor Area} - \sum \text{Excluded Floor Areas)} / 20 = \text{Occupant Capacity}$$

To calculate occupant capacity based upon net usable floor area, the formula is:

$$\sum \text{(Included Gross Floor Areas} \times \text{UF values)} / 20 = \text{Usable Occupant Capacity}$$

The designer should be aware that SpNS “client” occupant capacity is based upon 60 sq. ft. per client. The 60 sq. ft. includes an allowance for care-givers, medical staff, medical equipment and supplies, and a cot or bed. Therefore, no additional space allowance is required for these personnel, equipment or material.

In an emergency, on a short-term basis during hurricane conditions, the American Red Cross and emergency management officials may temporarily reduce the occupant floor area requirement to 15 square feet per occupant. This emergency contingency measure does not affect the EHPA criteria’s requirement to use 20 square feet per occupant to calculate design capacity.

The designer should be aware that for adults and children with certain access or functional needs support services (FNSS), such as persons that need wheelchairs or scooters, lift equipment, service animal and/or personal assistance services, FEMA recommends a floor space allocation of 100 sq. ft. For design or planning purposes, the larger accessibility accommodation space may apply to one (1) of every 10 occupants. In some cases the 100 sq. ft. may be shared with a caregiver (i.e., 50 sq. ft. for two of 10 occupant spaces). Additional guidance on space layout considerations can be found in Appendix F and at the following web address:

http://www.ct.gov/demhs/lib/demhs/space_layout_considerations.pdf

To estimate the number of design occupants assuming one (1) FNSS space per 10 occupants, the designer can replace the 20 sq. ft. allowance of the EHPA criteria with 28 sq. ft. Assuming that FNSS space is shared by a caregiver, replace 20 sq. ft. with 26 sq. ft. These will reduce the facility’s occupant capacity to account for the additional functional needs space. However, the EHPA criteria do not permit use of the larger design occupant allowance. Therefore, 20 sq. ft. should be used to calculate mechanical, electrical and plumbing related design features.

For planning and guidance purposes only, Table G-2 provides the Division’s recommendations for calculating the number of occupants of both evacuation and extended duration shelter types. The floor area allowances apply to all sizes of shelters from small with design occupants of less than 50 to mega-shelters with thousands of occupants. The allowances also include additional accommodation space for persons needing FNSS. The definitions for the shelter types can be found in Appendix E, Glossary. To use Table G-2 (below), replace the code value of “20” in the Occupant Capacity formula(s) given previously with values shown in Table G-2. The calculated

occupant capacity will provide the number of occupants with a reduction for FNSS spaces.

As an example, a risk evacuation shelter with a total of 10,000 gross sq.ft. of floor area and 0.85 usability factor, replace the “20” with “26” as follows:

$$(10,000 \times 0.85) / 26 = 326 \text{ occupant spaces}$$

Of the 326 total occupant spaces, two of 10 (or 2:10) are based on 50 sq.ft. each (65 FNSS spaces), and the remaining eight of 10 (8:10) are based on 20 sq.ft. each (261 code minimum/standard spaces).

Table G-2. Florida Shelter Occupant Space Calculation Recommendations with FNSS for Dormitory Areas		
Type of Shelter (Duration of Shelter Occupancy)	Floor Area Minimum Recommendation, average net usable sq.ft.	Floor Area Range, average net usable sq.ft.
General Population		
Risk Evacuation Shelter (0-72 hours)	26	22-46
Host Evacuation Shelter (0-72 hours)	26	26-46
Recovery/Short Term Shelter (72 hours - 2 weeks)	42	42-64
Long Term Shelter (more than 2 weeks)	60	60-82
Special Needs Population		
Risk Evacuation Shelter (0-72 hours)	60	60-82
Host Evacuation Shelter (0-72 hours)	60	60-82
Recovery/Short Term Shelter (72 hours - 2 weeks)	80	80-100
Long Term Shelter (more than 2 weeks)	100	100-120

G.5 Plumbing and Sanitation

It is essential that the EHPA remain a safe and sanitary environment. The plumbing and sanitary provisions of the EHPA criteria are primarily based upon the American Red Cross’s *Mass Care Standards and Indicators, Version 011-072209* (Mass Care Standards). Mass care Standards requires that emergency shelters, regardless of cause(s) necessitating their need, provide a minimum level of service.

In general, support systems for toilets, sinks and other essential water distribution and disposal systems are required to be capable of supplying water and containing waste for the design capacity of the EHPA. Plumbing and valve systems of toilets and sinks within the EHPA may be designed for conversion to emergency operation to meet the required demand. The method selected to achieve the required level of performance is at the discretion of the board, design professionals and emergency management agencies.

It should be noted that EHPA plumbing and sanitation design requirements should not be reduced for pre-designated SpNS facilities. SpNS client capacity is calculated based on 60 sq.ft. per client instead of the 20 sq.ft. used for the general population. This may give the appearance of a reduced design load for critical support systems. However, the 60 sq.ft. includes an allowance for care-givers and the additional medical service staff necessary for operating the shelter. Therefore the plumbing and sanitary systems must be designed to accommodate a loading condition similar to that found in general population shelters.

G.5.1 Potable Water. Neither the EHPA criteria nor Mass Care Standards specify a minimum potable water requirement. ICC 500 design standards require a minimum of one (1) gallon of potable water per person for all uses (i.e., drinking water, hygiene, food preparation, etc.) The Division doesn't recommend a potable water design of less than one (1) gallon (3.8 liters or 0.133 cubic feet) per person for all uses. A minimum of two quarts (1/2 gallon or 2 liters) per person should be for drinking water purposes. As an example, an EHPA with a design occupant capacity of 250 persons (includes both evacuees and management staff) will require a minimum of 250 gallons (950 liters or 33.3 cubic feet) of potable water. This is a relatively small quantity of water if it must be extended for more than 24 hours, so conservation measures are recommended (i.e., identify and provide access to sources for clean non-potable water for toilet flushing and certain other hygiene activities, etc.)

Both the shelter environment (temperature and humidity) and physical condition/health of evacuees (e.g., age, diet, medications, pregnancy/ nursing, etc.) can significantly affect drinking water needs. Table G-3 can be used as a guide to estimating minimum drinking water needs as shelter temperatures rise. A potable water design of 3 to 7 gallons per occupant per day may be more appropriate.

Table G-3. Estimate of Minimum Daily Drinking Water Needs in Unconditioned Shelters			
Shelter's Daily Mean Temperature, °F	Daily Drinking Water Needs¹, quarts (liters)		
	Normal Demand (normal activity or at rest)	Moderate Demand (moderate work load)	High Demand (hard work load)
70 °F	2 (1.9)	3 (2.8)	5 (4.7)
80 °F²	3.5 (3.3)	5 (4.7)	7.5 (7.1)
90 °F³	6 (5.7)	8.5 (8.0)	11.5 (10.9)
100 °F⁴	8.5 (8.0)	12 (11.4)	15 (14.2)

¹ - Source: *Medical Aspects of Harsh Environments, Volume 1*, 2001, Chapter 1 Introduction to Heat-related Problems in Military Operations, Figure 1-3
² - Caution: 80 - 90°F Fatigue possible with prolonged exposure
³ - Extreme Caution: 90 - 105°F Heat exhaustion possible with prolonged exposure
⁴ - Danger: 105°F or higher; Heat stroke possible with prolonged exposure

The potable water can be provided by on-site wells or water treatment package plants, stored in a permanent flow-through tank, or less preferably, stored in temporary containers or bladders. Temporary systems will be infrequently used (possibly less than

once a year) they will require regular maintenance to ensure operational viability. Large volume tanks must also be monitored to assure sufficient chlorine residual. Systems that rely on pumps or other electro-mechanical equipment or devices will require a back-up power supply.

In some circumstances, an alternative to large volume tank storage, and its associated plumbing and valve systems, is on-demand delivery of potable water. If this approach is used, the EHPA will need a delivery and protected storage area for the bulk water. This approach has significant benefits and drawbacks. The benefits are minimal (or no) construction costs associated with this approach, and there are no recurring maintenance or contamination concerns. The drawbacks are logistical and financial: who is going to be responsible for ordering, receiving, distributing, paying for, and if necessary, disposing of the water in time of need? These issues are not show-stoppers, but require a written agreement to assure operational viability.

G.5.2 Toilets and Sinks. The EHPA criteria require one (1) toilet and one (1) sink per 40 occupants of design capacity. The toilets and sinks can be fixed units incorporated into the EHPA during design and construction, or less preferably portable/temporary toilets and hand washing facilities. The EHPA required toilets and sinks are not in addition to those required for normal school occupancy, and are to be included in the overall facility fixture count. Generally there are sufficient quantities of toilets and sinks required for normal school occupancy capacity to meet the EHPA requirement. The designer will need to consider placement of the fixtures such that the needs of both the normal school occupancy and the EHPA are served.

EHPA required toilets and sinks must be available (or reachable) from within the protected area, or must be available via a protected passageway that meets the EHPA criteria. Portable chemical toilets may also require separation from occupied spaces and circulation of fresh air. Also, consider how a portable toilet will be delivered, serviced and removed from the facility. This may require a larger door opening than normal and the use of removable door frame mullions.

For adults with certain access or functional needs, low-profile toilets, sinks and grab bars installed in elementary classroom water closets and toilet rooms may be inadequate. The Division recommends that the designer incorporate permanent or adaptive structural and fixture size elements that can safely and expediently accommodate adults with functional or access needs. The adult toilets may also be incorporated into the design by adding adult restrooms into EHPA floor plan.

The American Red Cross' *Mass Care Standards and Indicators* (Mass Care Standards) recommends that on average there be one toilet and hand washing sink per 20 persons.

G.5.3 Showers. Given that the EHPA criteria assume only an 8-hour occupancy, normal shower requirement can be relaxed. Therefore, showers are not an EHPA code requirement. However, boards and design professionals should consider that in a post-

hurricane recovery environment, Mass Care Standards normally require one (1) shower per 25 occupants.

G.5.4 Wastewater. The EHPA criteria require that the plumbing system be capable of containing (or otherwise disposing of) the wastewater generated by the design capacity occupant load. During the 2004 and 2005 hurricane seasons, about 30 percent of occupied hurricane evacuation shelters experienced wastewater/sewage back-up into the facility. It is critical that wastewater be prevented from backing up into the EHPA. This can be accomplished through installation of storage tanks, a wastewater treatment package plant, or other suitable measure.

For those facilities with an on-site wastewater lift station, the lift station reservoir can be sized to meet the storage requirement. The lift station reservoir must be set at a lower elevation than the EHPA to prevent back-up of wastewater into the shelter area. The lift station should also be equipped with a standby back-up power system to support drainage into the local utility system. As a contingency, the stored wastewater can be drained and properly disposed of by a mobile pump unit.

Instead of a tank, an alternative is to utilize the waste drain pipe as the storage container. In this method, the pipe is over-sized to accommodate the required volume of waste on the facility side of the back-flow preventer. Wastewater and sewage back-up is normally caused by continued disposal (or flushing) of wastewater into the drain pipe system after the utility side back-flow preventer has closed; the drain pipe has insufficient capacity for continued use. With an over-sized drain pipe, the waste is stored in the pipe until the utility system is restored. A drainage connection or fixture should be incorporated into the drain pipe to accommodate expedient drainage and proper disposal by a mobile pump unit.

The Division recommends that the wastewater system design be based upon a ratio of 1.5 gallons wastewater for every gallon of potable water. In addition to the basic potable water design volume, the 1.5:1 ratio provides extra capacity for solid materials and introduction of non-potable water into the system (e.g., toilet flushing). Thus, based upon a minimum recommended potable water load of 1 gallon per occupant, the minimum recommended wastewater capacity is 1.5 gallons (0.2 cubic feet) per occupant. The Division recommends that the reservoir capacity be based upon a 24-hour design occupant capacity instead of the 8-hour design capacity (i.e., 3 to 5 gallons per occupant instead of 1 gallon). As an example, an EHPA with a design occupant capacity of 250 persons (includes both evacuees and management staff) will require a minimum wastewater storage capacity of 1,250 gallons (166.7 cubic feet).

G.5.5 Garbage Disposal. The Division recommends that janitorial service areas be located within the EHPA, and provisions be considered for temporary storage or disposal of solid wastes and garbage. Mass Care Standards recommends one (1) 30 gallon waste receptacle/container with lid and trash bags for every 10 persons.

G.6 Electrical Standby and Emergency Power System

Back-up and emergency power provisions are an important feature for hurricane evacuation shelters. Utility electrical power can be disrupted for a few hours to several days (or possibly weeks) following arrival of hurricane conditions. During a utility electrical power outage, EHPA's must remain a safe and sanitary environment. Life- safety systems must continue to function, minimal lighting must be provided to support safe movement, security and emergency egress needs, and adequate ventilation provided to maintain a habitable environment.

At a minimum, the EHPA criteria require installation of an standby electrical power system with an outlet for coupling to a back-up portable generator. The EHPA criteria do not require installation of a permanent electrical power generator, but rely on emergency battery power and "pre-wiring" the facility's electrical system to accept expeditious and safe installation of a compatible portable generator. Therefore, the minimum EHPA requirement relies upon on-demand delivery of a compatible electrical power generator. If the on-demand approach is used, the EHPA will need a protected storage area for the generator.

The on-demand approach has significant benefits and drawbacks. The benefits are reduced initial construction costs, minimal recurring maintenance expenses and no fuel-degradation concerns. The drawbacks are logistical and financial: who is going to be responsible for ordering, receiving, installing, maintaining, refueling, redeploying and paying for the generator in time of need? Very few, if any, boards or local government agencies possess an adequate quantity of compatible portable generators to meet EHPA requirements. Also, state and federal agencies do not normally deploy portable emergency power generators until at least 24 hours after impact by hurricane conditions, and in many cases it may be more than 72 hours. These issues are not show-stoppers, but require emergency power provisions be included in board and local facilities and emergency operations plans (and possibly a written agreement) to assure operational viability.

Boards and design professionals must note that state and local emergency management agencies are under no statutory or code obligation to provide portable emergency generator(s) for EHPA's. Boards and design professionals are responsible for developing an appropriate EHPA emergency power capability to maintain a safe and sanitary environment for at least the required 8-hour minimum design occupant capacity.

For facilities that are pre-designated to serve as SpNS facilities, the Division strongly recommends that the standby emergency power system be designed to accommodate additional branch circuits to support medical equipment, refrigeration of medical supplies and air-conditioning of client occupied areas. These special requirements may exceed basic EHPA design criteria, but post-construction retrofitting to accommodate these requirements is often difficult and costly. The Division strongly encourages the designer to coordinate with local emergency management and county health department staff when designing a facility that is pre-designated as a SpNS.

G.7 Emergency Management Considerations

G.6.1 Shelter Manager's Office. The EHPA criteria require that an administrative office be identified for shelter management use and included within the EHPA. The office is required to have provisions for standby power, lighting, communications, main fire alarm control panel and storage for the manager's equipment. Communications may include both internal (within the EHPA) and external (to outside shelter support agencies) communications.

The EHPA criteria do not specify a minimum floor area requirement for shelter management needs. ARC 4496 recommends that shelter management functions be based upon a minimum of 40 square feet per staff person. Therefore, the Division recommends that the shelter manager's office be a minimum of 40 square feet of net floor area, and an additional 40 square feet per assistant manager(s), communications person(s) and equipment storage. As an example, assuming the shelter manager and assistant manager occupy a single office area with equipment storage, the shelter manager's office should have about 120 net square feet of floor area (i.e., 40 sq.ft. x 3 management functions = 120 sq.ft.) The communications person(s) may be located in adjacent spaces.

G.6.2 Signage. A sign with a floor plan drawing or image indicating the EHPA's location and perimeter boundaries or limits is required to be mounted in the shelter manager's office.

G.6.3 Food Service. The EHPA criteria states that "where feasible, include counter tops for food distribution functions in the EHPA's." Mass Care Standards requires that emergency shelters have a feeding area and a means of storing, preparing and distributing food (and concurrently drinking water). Ideally, for sanitation purposes, emergency managers and shelter support agencies prefer to have feeding-related areas separate from general population areas. However, to maximize utilization of the EHPA's floor area during hurricane conditions, this preference can be relaxed and feeding areas occupied by a shelter population.

Mass Care Standards normally requires 2,000 Calories per person per day (about three pounds of unprepared food). However, on a temporary basis, a hurricane evacuation shelter's feeding services can be relaxed. For design purposes, the EHPA planning assumption is 8-hours, or one-third (1/3) of a day. Therefore, at a minimum the Division recommends that boards and design professionals plan for distribution of about one-third of the ARC's daily requirement, or about 667 Calories (about one pound per person). This minimum feeding requirement can be met via "bag lunches" or heavy snacks. As an example, an EHPA with a design occupant capacity of 250 persons (includes both evacuees and management staff) should have a minimum of 250 pounds of food. Given that bag lunches and one-quart containers of bottled water can be distributed from a movable table (or straight out of bulk delivery boxes or containers), a fixed counter top may not be required; thus the "where feasible" preface in the code.

G.6.4 Supplemental Space Allocations. Ideally, in addition to shelter management space needs, adequate space should be set aside within the EHPA for registration, emergency medical care, safety and fire considerations, janitorial services and sanitation. For post-hurricane recovery shelter operations, Mass Care Standards also recommends addition of space for storage of bulk food and supplies, food preparation and feeding, separate rooms for general population, elderly and families with small children, sleeping areas, recreation, and possible storage of occupants' belongings.

G.6.5 Parking. EHPA vehicle parking areas may be paved or unpaved, but must be

located more than 50 feet from perimeter of the EHPA. This doesn't apply to temporary emergency vehicles, occupant/client or supply drop-off parking that will be cleared out during hurricane conditions.

G.7 Americans with Disabilities Act Shelter Requirements. The Americans with Disabilities Act (ADA) requires that public shelters provide equal access and service to all persons. For guidance reviewing accessibility of existing facilities as emergency shelters please see Appendix L.

Additional guidance can be found in *Guidance on Planning for Integration of Functional Needs Support Services in General Population Shelters* (FEMA, November 2010), which can be found at the following web address:

http://www.fema.gov/pdf/about/odc/fnss_guidance.pdf

G.8 Comparison of Florida's EHPA to the International Code Council's ICC 500
The ICC 500 was published in August, 2008 and updated October 2014. Florida's EHPA code provisions were considered during preparation of ICC 500 so there are many design consistencies between them. However, the objective of the ICC storm shelter committee was to ensure a high-degree of safety and broader occupancy requirements. Therefore, wind design provisions are based on a near-ultimate hurricane event. Table G-4 provides a limited comparison of Florida's EHPA criteria and ICC 500.

Table G-4. Comparison of Florida Building Code's Public Shelter Design Criteria (EHPA) and the International Code Council's ICC 500 Hurricane Shelter Standard		
Design Criteria	2017 FBC—Building (5th Edition), EHPA	ICC 500—2014, Hurricane Provisions
2017 Florida Building Code-- Building References	Section 453.25	Section 423
Design Occupancy Period	8 hours	24 hours
Net Usable Floor Space per Occupant	20 sq.ft. all adults and children five years or older	20 sq.ft. for standing, seated or wheelchair; 40 sq.ft. for bedridden

Table G-4. Comparison of Florida Building Code’s Public Shelter Design Criteria (EHPA) and the International Code Council’s ICC 500 Hurricane Shelter Standard

Design Criteria	2017 FBC—Building (5th Edition), EHPA	ICC 500—2014, Hurricane Provisions
Sanitary Facilities	Toilets 1:40 Handwashing 1:40	Toilets 1:50 Handwashing 1:100
Potable Water Capacity, minimum quantity	No Capacity Given	1 Gallon per Occupant
Waste Water Capacity, minimum quantity	No Capacity Given	1.5 Gallons per Occupant
Flood Design Criteria	ASCE 7 and ASCE 24	ASCE 7, Section 5 and ASCE 24
Storm Surge Flood Elevation (if applicable)	EHPA must be located outside Category A, B and C evacuation zones.	No limitation on location inside a hurricane evacuation zone. Lowest shelter floor slab must be elevated above the maximum modeled hurricane category, including coastal wave effects (i.e., Category 5 hurricane for Florida).
Inland Rainfall Flooding	ASCE 24, Risk Category IV Classification. Floor slab of lowest finished floor must be elevated above base flood elevation (BFE) plus two (2) feet or local design flood elevation (DFE), whichever is higher.	Lowest floor slab of occupied shelter must be elevated to the higher of the following elevations at the site: 1) flood having 0.2% annual chance; 2) flood elevation of the highest recorded flood if no flood hazard study in the area; 3) hurricane storm surge/see design criteria above; 4) minimum flood elevation of the lowest floor required by the authority having jurisdiction; and, 5) two (2) feet above 1% annual chance.
Rain Loads and Drainage	FBC (100-year recurrence interval for both normal and emergency overflow; no additional rainfall rate capacity provided)	ICC 500, Section 303.1 (100-year recurrence interval plus 3 inches per hour normal drains, and 100-year plus 6 inches per hour for secondary/emergency overflow; ranges from total of 10.3 to 11 inch emergency overflow capacity for Florida)
Hurricane Wind Load Design	ICC 500	ASCE 7 with design wind speeds per ICC 500 Chapter 3
Minimum Design Wind Speed	ICC 500	ICC 500 Hurricane Wind Speed Map (10,000 year recurrence)

Table G-4. Comparison of Florida Building Code's Public Shelter Design Criteria (EHPA) and the International Code Council's ICC 500 Hurricane Shelter Standard		
Design Criteria	2017 FBC—Building (5th Edition), EHPA	ICC 500—2014, Hurricane Provisions
Importance Factor, <i>I</i>	Not Applicable	Not Applicable
Directionality Factor, <i>K_d</i>	ICC 500	1.00
Optional Increase in Design Wind Speed	Not Applicable	Not Applicable
Exposure Classification	ASCE 7	ASCE 7 Exposure C (Exposure B may be applied to MWFRS in certain situations)
Enclosure Classification	ASCE 7	ASCE 7 with largest door or window on each side individually considered an opening (breach)
Load Combinations	ASCE 7	ASCE 7 with ICC 500 Section 304 provisions
Building Enclosure Missile Impact Criteria (all exterior surfaces)	FBC	ASTM E 1886 and E 1996 with modifications (large missile: 9 lb 2x4 Vertical Surface=0.5*Design Wind Speed, and Horizontal Surface=0.1*Design Wind Speed)
Impact Testing Procedures	ASTM E-1886 and ASTM E-1996 or SBC/SSTD 12	ASTM E 1886 or E 1996 as modified by ICC 500 Chapter 8
Weather Protection (rainwater intrusion)	Exterior envelope and air intakes/vent assemblies must meet design wind loads; Roof covering to be specified and designed to meet wind uplift forces and meet ASTM and Factory Mutual Standards	All exterior components and cladding assemblies and roof coverings must be designed and installed to meet design wind loads
Fire Separation	Applicable Code	Applicable Code or 2-hour fire resistance rating of walls/assemblies, whichever is greater, that separate shelter areas from the host building
Natural Ventilation	S. 453.13.8.1, FBC—Building (5 % of internal floor area as net free open area equivalent in exterior walls of rooms on perimeter of building, with exceptions)	12 net sq.in. of vent area openings per occupant

Table G-4. Comparison of Florida Building Code’s Public Shelter Design Criteria (EHPA) and the International Code Council’s ICC 500 Hurricane Shelter Standard		
Design Criteria	2017 FBC—Building (5th Edition), EHPA	ICC 500—2014, Hurricane Provisions
Mechanical Ventilation	2 cfm per sq.ft. of EHPA floor area	Ventilation rate determined by applicable building code for normal use of space (typically 15 cfm per occupant)
Emergency Lighting	FBC	1 foot-candle (11 lux)
Standby Lighting	10 foot-candle (110 lux)	10 foot-candle (101 lux)
Standby and Emergency Power System(s), minimum loads	Required; minimum loads: emergency lighting, illuminated exit signs, fire protection, alarm and sprinkler systems, ventilation for health/safety purposes, and four (4) electrical receptacles in shelter manager’s office	Required; minimum loads: critical branch lighting and life safety systems, and select HVAC circuits as required by authority having jurisdiction
Standby Electric Power System, optional loads	1. Remainder of the school’s campus security lighting (building and site); 2. Additional ventilation circuits; 3. Intercom system; 4. Food storage equipment; 5. Additional electric receptacles; and 6. Additional non-life safety systems deemed necessary by local officials for health, welfare and safety of the public during occupancy	Not Applicable
Permanently installed Standby Electric Generator	Not Required	Not Required
Special Inspections	EHPA’s are designated “threshold buildings” and subject to special structural and electrical inspections	Community shelters are subject special inspections and structural observations
Peer Review	Not Required	Construction documents for community shelters with design occupancies greater than 50 are subject to peer review