

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Purchasing Department

**REQUEST FOR
PROPOSALS
RFP 20-017**

DISASTER DEBRIS REMOVAL AND RECOVERY SERVICES

February 2020



TABLE OF CONTENTS

INVITATION.....	3
SECTION I. GENERAL TERMS AND CONDITIONS	5
SECTION II. (Intentionally left Blank)	
SECTION III. THE COUNTY’S RESERVATION OF RIGHTS.....	12
SECTION IV. ADDITIONAL TERMS AND CONDITIONS FOR RFP 20-017.....	13
SECTION V. GENERAL SPECIFICATIONS FOR RFP 20-017.....	14
SECTION VI. SCOPE OF SERVICE AND QUALIFICATIONS.....	18
Article I Emergency Debris Clearance (Push).....	23
Article II Debris Removal (Load and Haul).....	26
Article III Disaster Debris Management- Site Mgmt. for Debris Reduction.....	34
Article IV Tree and Limb Removal.....	44
Article V General Requirements.....	47
Figures 1-8.....	55.
ATTACHMENT A – DEMOLITION DEBRIS CALCULATION SHEET.....	63
ATTACHMENT B – STUMP CONVERSION TABLE.....	64
MAP OF DISASTER DEBRIS MANAGEMENT SITES.....	66
SECTION VII. PROPOSAL FORMAT CRITERIA AND PRESENTATION CRITERIA	67
SECTION VIII. PROPOSAL SUBMITTAL FORM (with Fee Schedule)	73
SECTION IX. SAMPLE EVALUATION SCORE SHEET	91
SECTION X. SELECTION PROCESS AND CRITERIA	91
SECTION XI. AWARD.....	93
SECTION XII. CONTRACT NEGOTIATIONS AND EXECUTION.....	93
SECTION XIII. CONTINGENT FEES PROHIBITED	93
SECTION XIV. TENTATIVE SCHEDULE.....	94
SECTION XV. RFP CONTACT INFORMATION	94
SECTION XVI. REQUEST FOR INFORMATION (RFI) CUT-OFF.....	94
SECTION XVII. SAMPLE CONTRACT and FEDERAL CONTRACT REQUIREMENTS	95
SECTION XVIII. LOCAL COMPLIANCE REQUIREMENTS	117
• Drug Free Workplace Section 287.087 F.S.	
• Public Entity Crime Form Section 287.133 F.S.	
• Certification – Discrimination Section 287.134 F.S.	
• Certification on Scrutinized companies	
• E -Verification Form	
• Authorized Signatories/Negotiators Form	
• Conflict of Interest Form	
SECTION XIX. FEDERAL COMPLIANCE REQUIRED FORMS	125
• Certification Regarding Lobbying for Contracts Grants, Loans, and Cooperative Agreements (if Applicable)	
• Davis Bacon Wage Rates – current decision for construction, if applicable	



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

REQUEST FOR PROPOSALS (“RFP”)

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

RFP NO. 20-017 DISASTER DEBRIS REMOVAL AND RECOVERY SERVICES-

The County and other public entities in Highlands County are seeking a firm with at least 5 years’ successful experience in debris removal and disaster recovery. The selected firm will be awarded a three (3) year contract for services with possible two renewals consisting of one (1) year each. Highlands County, in cooperation with the following entities, may require services: Sebring Regional Airport, the City of Sebring, the City of Avon Park, the Town of Lake Placid and Highlands County special districts.

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

The Contractor shall provide the designated services, including operations and management, logistical support, construction and technical assistance before, during, or after any potential or actual disaster situations including, but not limited to: ***Tornados, hurricanes, severe weather events or any other natural or manmade disaster or emergency.***

Award will be based on the proposals and if necessary, presentations. Proposal shall be completed and submitted in accordance with the RFP document and Addenda. The evaluation criteria include: Firms Project Understanding /Technical Approach (max. 40 points); Ability of Personnel (max.20 points); Relevant Experience (max. 40 points); Fee Schedule (max. 40 points) and completeness of the required RFP required proposal documents.

A NON- MANDATORY PRE-PROPOSAL meeting will not be held for this solicitation at 10:00 a.m. on Monday March 2, 2020 in the Engineering Training Room, 505 S. Commerce Ave., Sebring, Florida 33870.

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

be included with the electronic copy and should be placed in a separate envelope marked “confidential” or “exempt from disclosure” with the paper submittal and shall include a reference to the Florida statute or other law that deems that information confidential or exempt from disclosure.

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

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

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

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

The Contractor is responsible for taking affirmative steps to place, solicit sources, and encourage participation of Small Businesses, Minority Business Enterprises (MBE), and Women Business Enterprises (WBE) in the submittal and any resulting contract work from this solicitation. Proposers are required to follow 2 CFR 200.321 regarding contracting with Small, Minority and Women Business Enterprises in all submittals and resulting contracts and report their participation, which is attached hereto as Exhibit “A” and incorporated herein as part of this RFP which will also be a part of the Contract between the County and the selected Contractor.

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

The County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board’s functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 286.26, Florida Statutes, should contact Mrs. Rebecca Cable, ADA Coordinator at: 863-402-6509 (Voice), or via Florida Relay Service 711, or by e-mail: rcable@highlandsfl.gov. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

Board of County Commissioners, Highlands County, FL

www.highlandsfl.gov

SECTION I. GENERAL TERMS AND CONDITIONS

- A. For purposes of this RFP, the following terms are defined as follows:
1. County means Highlands County, a political subdivision of the State of Florida.
 2. Proposer means the person or entity submitting a Proposal in response to this RFP.
 3. Contractor means the Proposer whose Proposal is accepted by the County, who agrees to comply with the terms and conditions issued by the County in performing Services, and who signs a contract with the County.
- B. All Proposals shall become the property of the County.
- C. All Proposers shall comply with Florida Statutes Sections 287.087, on Drug Free Work Place, 287.133(2)(a), on Public Entity Crimes, and 287.134, on Discrimination, and Section 287.135, Florida Statutes, prohibiting contracting with scrutinized companies.

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

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

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

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

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

(2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

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

(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract or provide goods and services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for construction or repair of a public building or public work; may not submit bids proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under contract with any public entity; and may not transact business with a public entity.

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

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

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

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

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

(5) At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or local governmental entity for goods or services of \$1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran

Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the company must certify that the company is not participating in a boycott of Israel.

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

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

- J. The County, at its discretion, reserves the right to waive minor informalities or irregularities in any Proposals, to reject any and all Proposals in whole or in part, with or without cause, and to accept that Proposal, if any, which in its judgment will be in its best interest.
- K. Award will be made to the Proposer whose Proposal is determined to be the most advantageous to the County, taking into consideration those Proposals in compliance with the requirements as set forth in this RFP. The County reserves the right to reject any and all Proposals for any reason or make no award whatsoever or request clarification of information from the Proposers.
- L. Any interpretation, clarification, correction or change to this RFP will be made by written addendum issued by the Purchasing Department. Any oral or other type of communication concerning this RFP shall not be binding.
- M. Proposals must be signed by an individual of the Proposer's organization legally authorized to commit the Proposer to the performance of services contemplated by this RFP with documentation of such authority provided with the submitted Proposal.
- N. Unless otherwise stated in the specifications, the following Insurance Requirements will be included in the contract and must be met before delivery of goods and performance of services:
1. *Workers' Compensation Insurance*: Contractor shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. The policy must include Employer' Liability with a limit of \$100,000 each accident, \$100,000 each employee, \$500,000 policy limit for disease.
 2. *Commercial General Liability Insurance: Occurrence Form Required*: Contractor 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 contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.
 3. *Commercial Automobile Liability Insurance*: Contractor shall have and maintain automobile liability insurance with a limit of not less than \$3,000,000 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.
 4. *Pollution Liability Insurance*: Contractor shall have and maintain pollution liability insurance with a limit of not less than \$2,000,000 per occurrence/claim.
 5. *Special Requirements / Evidence of Insurance*:
 - a. A copy of the Proposer's current certificate of insurance shall be provided with the Proposal submitted in response to this RFP. A formal certificate shall be provided upon

announcement that a Proposer has been awarded the work requested in this RFP. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the County before commencement of any work activities. The formal insurance certificate shall also comply with the following:

(1) "Highlands County, a political subdivision of the State of Florida and its elected officials, its agents, employees, and volunteers and FEMA " shall be named as an "Additional Insured" on all policies except Worker's Compensation and Professional Liability.

(2) Contractor shall deliver written notice to the County by overnight delivery return receipt requested, hand delivery or confirmed facsimile thirty

(30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.

- b. The above requirements are minimum requirements, which are subject to modification in response to high hazard operations.
- c. The policies of insurance shall be written on forms acceptable to the County and placed with insurance carriers authorized by the Insurance Department in the State of Florida and meet a minimum financial AM Best company rating of no less than "A- Excellent: FSC VII.
- d. Contractor shall hold the County, its agents and employees and FEMA, its employees and agents, harmless on account of claims for damages to persons, property or premises arising out of the services performed to in connection with this RFP. The County reserves the right to require Contractor to provide and pay for any other insurance coverage the County deems necessary, depending upon the possible exposure to liability.
- e. All policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite"/Per Job Aggregate. All liability insurance except Professional Liability shall be Primary and Non-Contributory. The Certificate of Insurance shall confirm in writing that these provisions apply.

6. Renewal:

- a. In the event the insurance coverage expires prior to termination of the contract entered into in connection with this RFP, a renewal certificate shall be issued 30-days prior to said expiration date.
- b. Such notification will be in writing by registered mail, return receipt requested, and addressed to the County Purchasing Manager, 600 S. Commerce Ave., Sebring, FL 33870-3809.

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

connection with this RFP.

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

- P. All pages included in or attached by reference to this RFP shall be called and constitute the Request for Proposals as stated on the front page of this RFP.
- Q. If submitting a Proposal or Bid for more than one RFP or Invitation to Bid (ITB), each Proposal and each Bid must be in a separate envelope and correctly marked. Only one Proposal per RFP shall be accepted from any person, corporation, or firm. Modifications will not be accepted or acknowledged.
- R. Each Proposal must contain proof of enrollment in E-Verify.
- S. Small Businesses, Minority Owned and Women Owned businesses must submit a copy of the certificate to receive credit.
- T. Board policy prohibits any County employee or members of an employee's family from receiving any gift, benefit, and/or profit resulting from any contract or purchase. Board policy also prohibits acceptance of gifts of any kind other than advertising novelties valued less than \$10.00
- U. Proposals are only accepted if delivered to the location and prior to the time specified on the RFP. Proposals must be delivered in a sealed envelope or box. Late Proposals will not be accepted under any circumstances. If a Proposal is received after the scheduled time of the Proposal Opening Meeting, the Proposer will be contacted for disposition. The Purchasing Department, at the Proposer's expense, can return the unopened envelope, or, at the Proposer's request in writing, can destroy it.
- U. E-mailed and faxed Proposals will not be accepted. Any blank spaces on the required Proposal form or the absence of required submittals or signatures may cause the Proposal to be declared non-responsive.

- V. 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.
- W. 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.
- X. Any material submitted in response to this RFP will become public record pursuant to Section 119, Florida Statutes.
- Y. In the event of legal proceedings to enforce the terms of a contract entered into in connection with this RFP, the prevailing party will be entitled to recover attorney's fees and costs, including attorney's fees and costs through appellate proceedings. Venue is in Highlands County, Florida.
 - aa. If any Proposer violates or is a party to a violation of the code of ethics of the County or the State of Florida, with respect to this RFP, such Proposer may be disqualified from performing the work described in this RFP or from furnishing the goods or services for which this RFP is issued and shall be further disqualified from bidding on any future requests for work, goods, or services for the County.
 - bb. The selected firm shall be considered to be an independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the County.
 - cc. If, at any time during the contract term, the service performed or work done by the Contractor is considered by Highlands County to create a condition that threatens the health, safety, or welfare of the community, the Contractor shall, on being notified by Highlands County, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, Highlands County shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor.
 - dd. By submitting a response, the Contractor certifies that it is not currently debarred from submitting bids, proposals or other responses for contracts issued by any political subdivision or agency of the State of Florida or Federal government and that it is not an agent of a person or entity that is currently debarred from submitting such responses for contracts issued by any subdivision or agency of the State of Florida or Federal government.
 - ee. By submitting a response, the Contractor certifies that the wage rates and costs used to determine the compensation provided for in a resulting contract will be accurate, complete and current as of the date of the resulting contract and no higher than those charged the Offeror's most favored customer(s) for the same or substantially similar services. The said rates and costs shall be adjusted to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete or non-

current wage rates or due to inaccurate representations of fees paid to outside contractors. The County may exercise its rights under this “certification” within one (1) year following final payment.

- ff. Work under this solicitation and eventual contract requires compliance with Federal contract compliance requirements.

- gg. A Performance evaluation will be conducted in intervals and upon completion of each event assignment by the County Project Manager and provided to the contractor. These evaluations may be conducted after each task or at specified intervals during the contract and will always be conducted at the close of project. This evaluation will become public record.

- hh. **FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS**
By submission of a proposal, Respondent affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor

-END OF SECTION-

SECTION II THIS SECTION INTENTIONALLY LEFT BLANK

SECTION III. THE COUNTY'S RESERVATION OF RIGHTS

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

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

-END OF SECTION-

SECTION IV. ADDITIONAL TERMS AND CONDITIONS FOR RFP 20-017

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

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

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

-END OF SECTION-

SECTION V. GENERAL SPECIFICATIONS FOR RFP 20-017

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

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

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

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

Contractor shall not, however, be responsible for delays in service due to the occurrence of additional tornadoes, hurricanes, severe weather events or other natural or manmade disaster events or similar circumstances for which a reasonable and properly prepared contractor providing emergency disaster debris collection and recovery services would be unable to anticipate or prepare to handle, provided Contractor notifies the Project Manager in writing within ten (10) days of the event that caused such pending or actual delay. The County reserves the right to terminate the contract with thirty (30) days written notice if the Contractor fails to comply with any of the provisions of this RFP or of the contract.

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

-END OF SECTION-

SECTION VI. SCOPE OF SERVICE AND QUALIFICATIONS

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

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

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

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

Highlands County is preparing for future Disasters by entering into a pre-event contract for Disaster Debris Removal and Recovery Services. This RFP is for Emergency Debris Clearance (Push), Debris Removal, (DDMS) Disaster Debris Management Site Management, and Tree and Limb Removal. All work shall follow the Occupational Safety and Health Administration (OSHA) and Environmental Protective Agency(s) requirements to maintain a safe working environment.

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

It is the intent of Highlands County to award this contract to one (1) Primary Contractor and one (1) Secondary Contractor. The Primary Contractor will be responsible for all debris operations listed within this contract. The Secondary Contractor will be contracted and deployed on a "as needed basis" for as needed services.

The Contractor shall provide the designated services, including operations and management, logistical support, construction and technical assistance before, during, and after any potential or actual disaster situation including, but not limited to: **Tornados, hurricanes, severe weather events or any other natural or manmade disaster or emergency.**

The Contractor shall provide for the provision of personnel, equipment, plans, procedures, and other materials and capabilities necessary for both pre-disaster and post disaster situations, as ordered on

an as needed basis, The Contractor shall have available a wide variety of emergency preparedness, response, recover and mitigation resources.

At the sole discretion of the County, County crews may mobilize to supplement Contractor crews when the County determines this approach to be most advantageous.

The Contractor will be required to conduct annual planning and training activities with Highlands County throughout the term of the agreement. This planning and training shall include, at a minimum, preliminary DDMS selections, review and update debris collection zone maps, review and update of primary road clearance routes, local subcontractor coordination, and items such as Hazardous waste handling, beach and shoreline restoration, and FEMA guidelines. The cost for this planning and training shall be included in the unit cost for each activity and be at no additional cost to Highlands County.

The proposal should outline the ability to provide expert guidance with the current FEMA guidelines and regulations as they relate to disaster generated debris. All work will be in general conformity with the guidelines provided in FEMA Public Assistance Program and Policy Guide (PAPPG) latest edition.

This RFP contains a detailed set of specifications for each category of work. The proposal should provide a detailed outline of how work will be accomplished.

Provide a management plan for each category of work describing what actions will be taken for a disaster generating debris in the amount shown below. The plan should include items such as; number and locations of DDMS, minimum size, type and numbers of hauling equipment, management and supervision staff, and the methodology for scheduling and routing the removal of debris:

DEBRIS TYPE	Estimated Volume CAT 1a	Estimated Volume CAT 2a	Estimated Volume CAT 3a	Estimated Volume CAT 4a	Estimated Volume CAT 5a
Clean woody	100,000 cy	200,000 cy	400,000 cy	800,000 cy	1,200,000 cy
Burnable but requires	42,000 cy	126,000 cy	378,000 cy	714,000 cy	1,134,000 cy
Soil	5,000 cy	15,000 cy	45,000 cy	85,000 cy	135,000 cy
Metals	15,000 cy	45,000 cy	135,000 cy	255,000 cy	405,000 cy
Landfilled	38,000 cy	114,00 cy	342,000 cy	646,000 cy	1,026,000 cy
TOTAL:	200,000 cy	500,000 cy	1,300,000 cy	2,500,000 cy	3,900,000 cy

Note: These estimates are from the USACE Hurricane Debris Estimating Model Worksheet.

Highlands County is also requesting proposals for the following items: beach and shoreline reconstruction, sunken vessel removal, and canal and river debris removal and restoration. These items are not specifically addressed in detail in the specification sections of this RFP.

A. DEFINITIONS

Ash – means the residue produced by incineration of the burnable debris. When handling ash,

it will be required to “wet down” the ash to prevent dust problems.

Burnable Debris – includes all biodegradable matter, such as damaged and disturbed trees; bushes and shrubs; broken, partially broken and severed tree limbs; untreated structural timber; untreated wood products; brush and other biodegradable matter, except those included in the following definitions of other categories of debris.

Claimant – means a person or entity that submits a claim for a government-sponsored benefit.

Clean Vegetative Debris – means trees, stumps, trunks, branches, limbs, landscaping, and other leafy material debris free of treated lumber, plastic, household hazardous waste, construction and demolition debris, etc.

Construction & Demolition (C & D) Debris – means debris generated by damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, pipe, concrete, plastic, glass, fencing, fully cured asphalt, equipment, furnishings, and fixtures, generally anything other than vegetative Hazardous wastes debris.

Disaster Debris Management Site(s) (DDMS) – includes citizen site(s) located at various points within the County for the gathering, storage and reduction of debris related to a severe weather event or any other natural or manmade disaster or emergency.

Debris Removal – means the removal of debris from public right-of-way’s and other County owned property and transport to the applicable Disaster Debris Management Site(s).

Electronic Waste (E-Waste) – means electronics such as computer monitors, televisions, cell phones, batteries and electronics that contain hazardous materials such as cathode ray tubes.

Emergency Debris Clearance – means debris from a disaster may include a mix of different types of debris. Some of the debris types are: vegetative debris piled on public right-of-way; construction and demolition materials from damaged building components; hazardous waste; white goods (appliances); soil, mud and sand deposited or removed on public property and right-of-way from floods, landslides, storm surge, or sinkhole; vehicles and vessels abandoned and blocking ingress/egress in public -use areas; putrescent debris of decomposing animal carcasses; infectious waste; and Chemical, Biological, Radiological and Nuclear-contaminated.

Emergency Operations Center (EOC) – means the location at 6850 W. George Boulevard, Sebring, Florida 33875. Phone: (863) 385-1112; Fax: (863) 402-6800.

Hazardous Tree – means incident-damaged trees to be hazardous, a tree that has been damaged by the disaster event which has a diameter of 6 inches or greater, measured at a point 4.5 feet above ground level, has a split trunk, a broken canopy, or is leaning at an angle greater than 30 degrees.

Highlands County Board of County Commissioners (BCC) – means the duly elected governing board of the County.

Federal Emergency Management Agency (FEMA) – means the agency tasked with responding to planning for, recovering from and mitigating against disasters.

Government Debris Management Sites – means any site approved by the County for debris collection and/or reduction, including DDMS and Citizen Disposal Sites.

Hand Loading – means debris that is loaded entirely by hand/manual labor without the assistance of loading equipment.

Hazardous and/or Toxic Waste (HTW) – includes, but is not limited to, mercury containing devices, soil contaminated with fuel, hydraulic oil or other hazardous materials, batteries, bio-hazardous material, any oil or fuel not intended to be used or recycled.

Hazardous Waste – includes the following: Household Hazardous Waste (HHW), Hazardous or Toxic Waste (HTW) and Industrial Waste (IW); any waste or combination of wastes of a solid, liquid, contained gaseous, or semisolid form which because its quantity, concentration or physical, chemical or infectious characteristics may pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of, or otherwise managed.

Household Hazardous Waste (HHW) – means hazardous product or material used and disposed of by residential consumers, rather than commercial or industrial consumers and includes some paints, stains, varnishes, solvents, pesticides, and other products or materials containing volatile chemicals that can catch fire, react, or explode under certain circumstances, or that are corrosive or toxic.

Incident – means each disaster for which an NTP is issued. NOTE: In the event of multiple incidents occurring during ongoing recovery operations, the Contractor will not be paid for mobilization unless additional DDMS are required due to the subsequent incident.

Ineligible Debris – means debris that is not reimbursable by FEMA, such as unauthorized debris from private property, state and city roads, or not generated as a result of the disaster.

Logistical Staging Area (LSA) – means a County designated location for the staging of disaster recovery resources including, but not limited to, trucks, cranes, trailers, heavy equipment.

Marine Debris – means any material obstructing a canal or waterway, including debris from laes or other bodies of water.

Mileage Radius – means DDMS within a radius of the mileage ranges indicated.

Mixed Debris – means vegetative Debris that has been mixed with construction and demolition debris or other materials at the load site prior to removal. The Contractor is required to sort mixed debris at the Load Sites if minor amounts of undesirables are present, as determined by Highlands County.

Monitoring Contractor – means the Contractor under contract with the County to provide oversight and management of disaster recovery and debris removal contractor.

Chips/Mulch – means the end product of the chipping or grinding of wood products. Proper Chips and mulch shall be discarded in an environmentally friendly manner and location (non-landfill disposal).

Non-Burnable Debris – means non-burnable debris including, but not limited to, treated timber, plastic, glass, rubber products, metal products, sheet rock, cloth items, non-wood building materials, and carpeting. Non-burnable debris should be recycled. Recyclable non-burnable debris includes metal products (i.e. Mobile Trailer parts, Household appliances (White Metal), and similar items), or contaminated soil.

Notice to Proceed (NTP) – means the official written notice from an authorized County official instructing the Contractor to proceed with disaster recovery and debris removal activities as specified.

Project Manager – means the individual with the overall responsibility of directing and managing the Contractor's disaster recovery and debris removal activities.

Putrescent Debris – means any debris that will decompose or rot, such as animal carcasses and other fleshy organic matter.

Right-of-way (ROW) – means land for which the County has title, right of possession or use, A road and its structures and appurtenances.

Hazardous Stumps – means Tree stumps located on improved public property or within the ROW, IN which the root ball is 50% or more exposed but still attached to the ground roots. Tree stumps with base cut diameter measurements less than 24 inches (measuring 24 inches up from where the tree originally exited the ground) will be considered to be normal vegetative debris and removed with the same methods used for vegetative debris. Tree stumps larger than 24 inches in diameter (measuring 24 inches up from where the tree originally exited the ground) and still attached to the ground will be removed and paid for in accordance to the MEASUREMENT and PAYMENT paragraphs in this contract. Any questionable stumps shall be referred to Highlands County for determination of its disposition.

Stump remnants – means tree stumps that have been grubbed from the ground and placed in the right-of-way for pick up. Tree stumps that are not attached to the ground. Tree stump remnants greater than 24 inches in circumference or length that are not attached to the ground by roots will be considered normal vegetative debris and will receive payment under the unit price for removing vegetative debris, NOT stump removal prices or the FEMA Stump Conversion Table. Pictures must be taken of all stumps being removed and dimensions.

Truck Certification – means the requirement for all trucks to provide proof of the volume associated with the trucks certified capacity. The Contractor must maintain and update notarized lists of trucks involved with the debris removal operations, including evidence of any trucks modified for increased capacity. Certified capacity of the trucks must match volume recorded on the load ticket for each truck.

White Metal Debris – including, but not limited to, household and industrial appliances such as refrigerators, freezers, air conditioners, stoves, dishwashers, washing machines, electric or gas clothes dryers, electric or gas water heaters, etc.

Work Sites – means any location at which the Contractor is delivering contract services under the contract, including debris pickup sites and all approved Government Debris Management Sites.

ARTICLE I. EMERGENCY DEBRIS CLEARANCE (PUSH)

Section 1.01 GENERAL

- (a) Emergency Debris Clearance (Push) shall include the clearing of disaster related debris from roads and governmental complexes throughout Highlands County.
- (b) The Contractor shall provide all management, supervision, labor, machines, tools, and equipment necessary to clear disaster-generated debris.

Section 1.02 MOBILIZATION

- (a) At the request of Highlands County the Contractor shall mobilize personnel and equipment for this task and shall be fully mobilized and prepared to work in Highlands County immediately following the disaster within a period of no more than seven (7) days. Work within Highlands County will be prioritized by Highlands County and the Contractor. Upon receipt of a task order, the Contractor will execute the entire Debris Removal Clearance (Push) scope within three (3) calendar days following the day of the disaster.

Section 1.03 WORK SCHEDULE

- (a) The Contractor is to provide a schedule 48 hours in advance of the forecasted day of the disaster. This plan should include a plan for subcontracting activities, number and types of equipment and personnel and a safety plan.
- (b) Daily reporting is required with updates on the scheduled activities. This reporting shall include the following: name of the Contractor and sub-contractors, number of trucks and equipment in use, and number of personnel working. The report shall include daily and cumulative hourly statistics on the number of hours worked clearing debris. The cumulative and daily statistic totals for each equipment type shall be reported separately.
- (c) The Contractor will be required to work a minimum of a twelve (12) hours per day for three (3) consecutive days or until Highlands County releases the Contractor during the emergency debris clearance phase. Highlands County reserves the right to extend or reduce the hours and days of operation during the contract period. The Contractor may work more than twelve (12) hours per day if desired. The Contractor shall coordinate with Highlands County to establish the work hours and develop schedules.
- (d) The project duration (completion date) will be established during the initial planning phase prior to the forecasted disaster but shall not exceed 180 calendar day.

Section 1.04 PERFORMANCE SCHEDULE

- (a) The Contractor shall commence performance on [DATE], to be determined after the disaster.
- (b) The Contractor shall, with Highlands County's direction, provide a work plan showing where operations will begin and which streets/roads will be cleared on a daily projection. The plan will be updated every day of operation.
- (c) Emergency Debris Clearance (Push) Maximum allowable time for completion will be three (3) calendar days, unless Highlands County initiates additions or deletions to the contract

by written change orders. Subsequent changes in completion time will be equitably negotiated by both parties pursuant to applicable state and federal law. Liquidated damages shall be assessed at \$1,000 per calendar day for any time over the maximum allowable time established by the contract.

Section 1.05 SCOPE

- (a) During the forty-eight (48) hour planning stage Highlands County will determine what resources will be required for the Emergency Debris Clearance. The Contractor shall provide specified equipment, with operators, and laborers for debris clearance. The Contractor shall provide, at a minimum, all labor, equipment, tools and materials necessary to fully operate and maintain (including fuel, oil, grease and repairs) the following:
 - 1) Nine (9) Dump Trucks, 16-20 yd.³ capacity, with Operator
 - 2) Nine (9) Front-end Loaders, 3-5 yd.³ capacity, with Operator
 - 3) Nine (9) Two (2) Person Laborer Crews with Chainsaws, 16" min bar, traffic flags, and misc. small tools (axes, shovels, safety equip., etc.)
 - 4) Nine (9) Pickup Trucks, ½-1 Ton, with crew foreman, and cellular phones.
- (b) The Contractor shall provide the Emergency Debris Clearance crews identified above for three (3) days with a Highlands County option to extend for up to an additional seven (7) days based on the needs resulting from the disaster.
- (c) All hourly equipment rates shall include the cost of the operator, supervision, maintenance, fuel, repairs, overhead, profit, insurance, and any other costs associated with the equipment and personnel.
- (d) All hourly manpower rates shall include the cost of protective clothing, fringe benefits, hand tools, supervision, transportation and any other costs.
- (e) Overtime labor rates shall be paid in accordance with U.S. Department of Labor standards.
- (f) The work shall consist of clearing and removing any and all "eligible" debris as directed by Highlands County. The work will include clearing (push) debris from roads and may include loading the debris, hauling the debris to an approved dumpsite, and dumping the debris at the dumpsite. Ineligible debris will not be loaded, hauled, or dumped under this contract. This work will involve primarily clearing the debris from roads.
- (g) The Contractor shall provide a project manager to oversee the work. The Contractor's project manager will be required to attend daily project meeting with Highlands County for the duration of the work.
- (h) The Contractor shall not move from one designated work area to another designated work area without prior approval from Highlands County.
- (i) The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities.

- (j) When clearing debris from roads all debris shall be stacked along the edge of pavement on the shoulder of the road and not blocking driveways, side streets or utilities of any kind.
- (k) The Contractor shall sort the debris into piles based on the descriptions found in the Definitions Section of this contract. Mixing of debris types shall be avoided.

Section 1.06 DOCUMENTATION

- (a) The Contractor shall provide Highlands County with a daily documentation report listing all equipment and crews used for debris clearance refer to Figure 6. The report shall list the location and number of hours worked for each piece of equipment and crew. Each piece of equipment and crew shall have a unique identification number.

Section 1.07 PAYMENT

- (a) Payment for work completed will be based on verified hours worked from the daily operational report. Equipment down time resulting from equipment failure, routine maintenance and fueling that exceeds fifteen (15) minutes of a work hour will be considered unacceptable work and non-payment for one half of that hour and the number of work hours will be reduced to exclude the down time (the minimum reduction shall be one-half hour).
- (b) Payment for the clearing of debris including all costs associated with removing, cutting, loading, hauling and dumping debris will be paid for under the hourly contract fee schedule.
- (c) There will be no payment for mobilization and demobilization.
- (d) Payment for work completed will be invoiced on a thirty (30) day basis. Invoices will be based on verified quantities from the daily operational reports.
- (e) A 10% retainage will be withheld until the end of the project, including ticket reconciliation.
- (f) All invoices must be submitted with a detailed tabular report listing all individual load tickets and hours work for each piece of equipment and crew. The report must meet Highlands County's requirements for invoicing and be approved prior to the invoicing process.
- (g) Unless otherwise indicated in this scope of services, all services performed under this contract shall be paid in accordance with fee schedule line items.
- (h) All payments made under this contract will be in accordance with PAYMENT clauses located in other sections of this contract.

ARTICLE II. DEBRIS REMOVAL (LOAD AND HAUL)

Section 2.01 GENERAL

- (a) Debris Removal shall include the loading and hauling of eligible disaster-generated debris to an approved Disaster Debris Management (DDM) site. The Contractor shall provide all labor,

equipment, machines, and tools necessary to perform debris removal. The debris shall be sorted at the load site into one of the following categories; vegetative, construction and demolition (C & D), white metal (appliances), E-waste, and/or Hazardous waste at a minimum.

- (b) The Contractor shall provide all management, supervision, labor, machines, tool, and equipment necessary to sort, load, and haul disaster-generated debris.

Section 2.02 MOBILIZATION

- (a) The Contractor shall mobilize management staff to Highlands County within two (2) days following the day of the disaster.
- (b) The Contractor shall mobilize personnel and equipment for this task and shall be fully mobilized to begin debris removal operations within seven (7) days following the day of the disaster. Debris Removal Work within Highlands County will be prioritized by Highlands County and the Contractor.

Section 2.03 WORK SCHEDULE

- (a) The Contractor is to provide an interim schedule within two (2) days and final plans within five (5) days following the day of the disaster. This plan should include a plan for subcontracting activities, number of hauling units and personnel and safety action plan for all operations.
- (b) Daily reporting is required with updates on the scheduled activities. This reporting shall include the following:
 1. Name of the Contractor.
 2. Number of trucks in use.
 3. Number of loading equipment.
 4. Number of personnel working.

This report shall include daily and cumulative to date statistics on the number of truckloads, the number of cubic yards of debris hauled, the locations of completed work and the location of current work. The cumulative and daily statistic totals for each debris type shall be reported separately.

- (c) The Contractor will be required to work, at minimum, a ten (10) hour day seven (7) days a week during the first pass removal phase. The Contractor will be required to work, at minimum, a ten (10) hour day six (6) days a week during the remaining debris removal passes: Highlands County reserve the right to extend or reduce the hours and days of operation during the contract period. The workday will be conducted during daylight hours. The Contractor may work more than ten (10) hours per day if desired. The Contractor shall coordinate the with Highlands County and its representatives and DDMS contractors to establish the work hours and to develop schedules.
- (d) The project duration (completion date) will be established during the initial seven (7) day planning period following the day of the disaster.
- (e) Production rates and completion deadlines will be based on a percentage of estimated countywide debris in the County assigned geographic area per mobilized Contractor as

established at the time of Notice to Proceed. The County reserves the right to adjust based on size and magnitude of event.

Section 2.04 PERFORMANCE SCHEDULE

- (a) The Contractor shall commence performance [DATE] to be determined after the disaster.
- (b) The Contractor shall, with Highlands County's direction, provide a work plan showing where operations will begin and which streets/roads will be cleared on a 3, 7, & 14-day projection. The plan shall be updated every two (2) days.
- (c) Maximum allowable time for completion will be one hundred twenty (120) calendar days, unless Highlands County initiates additions or deletions to the Contract by written change orders. Subsequent changes in, completion time will be, equitably negotiated by both parties pursuant to applicable state and federal law. Liquidated damages shall be assessed at \$1,000.00 per calendar day for any time over the maximum allowable time established by the Contract.

Section 2.05 SCOPE

- (a) Work within Highlands County will be prioritized by Highlands County and the Contractor. The Contractor shall be prepared to respond within the framework of the established schedule to priorities as they are established by Highlands County.
- (b) Many Government agencies will be working in the area; however, the Highlands County Debris Manager will coordinate and direct the operations to remove Highlands County's Debris.
- (c) The Contractor shall provide a project manager to oversee the work. The Contractor's project manager will be required to attend daily meetings with Highlands County for the duration of the work.
- (d) The Contractor shall provide Highlands County with an updated list of all subcontractors including phone numbers of contact personnel.
- (e) Prior to Highlands County assigning work, the Contractor shall provide Highlands County with an affidavit from each subcontractor stating there is a signed contract between the Contractor and subcontractor. That contract shall require the subcontractor to comply with all applicable local, state and federal requirements and shall specifically include a section that sets forth the requirements of 2 Code of Federal Regulations 200.321.
- (f) The Contractor shall provide weekly public notices of the debris removal schedule. The Contractor shall advertise these notices in the Sunday editions of two (2) local major newspapers and shall be of sufficient size to be easily seen by readers. The Contractor shall also advertise these notices on two (2) local major radio stations, which have markets in Highlands County. The radio announcements shall be aired a minimum of four (4) times daily during the period with peak listeners for a minimum of thirty (30) seconds each and be run a minimum of three (3) days per week. All public notices must be approved by Highlands County prior to release. The notices shall contain a description of the work, how debris should be placed on the right of way, what is eligible debris, and the schedule for removal.

(g) The Contractor shall provide all labor, equipment, machines, and tools necessary to load and haul eligible disaster-generated debris. Equipment should be in good working condition, and if equipment becomes inoperable, it shall be repaired within eight (8) hours or replaced with similar equipment within one (1) day. Highlands County prefers the use of self-loading equipment for removing debris and reserves the right to require self-loading equipment in various areas throughout Highlands County.

(h) A Special Assignment Response crew shall consist of all trucks, trailers, mechanical loading equipment, flagmen, and other safety personnel as needed for a single location or single operation. Crews shall report on the schedule established above with all personnel and equipment necessary to begin work immediately upon truck certification. The County reserves the right to assign crews to locations based on need and type of equipment.

A crew shall consist of, at a minimum:

- A loader (front end, skid steer, bobcat) and at least two (2) trucks or trailers with at least 20 cu. yd. capacity.
- At least two (2) self-loading trucks with at least 20 cu. yd. capacity.
- A single self-loading truck with at least 40 cu. yd. capacity.
- An equivalent combination of equipment suggested by the Contractor, subject to approval of the County.
- Flagmen and other safety personnel as needed for a single location or single operation

(i) The Contractor should also have at least two “special assignment response crews” available to respond to urgent requirements as directed by the County. Each crew shall consist of one

(1) self-loader plus the minimum crew specified above. The crew will respond to urgent requirements as directed by the County within the time frame specified.

(j) The work shall consist of clearing, removing, and transporting any, and all County designated debris, primarily from the public Right-of-Way (ROW) of streets and roads, or privately owned residential property as required to secure the public safety and as directed by Highlands County. This includes the removal of damaged sidewalks and other damaged improvements from the public ROW, exclusive of turf replacement. Areas from which damaged sidewalks and other damaged improvements are removed by the Contractor shall be brought back to grade. Work will include 1) examining debris to determine whether or not the debris is eligible vegetative, construction and demolition or other debris as defined in the “Definition Section”, 2) loading the debris, 3) hauling the debris to an approved dumpsite or landfill, and 4) dumping the debris at the dumpsite or landfill. Ineligible debris will not be loaded, hauled, or dumped under this Contract. Mixed loading of debris shall be kept to a minimum.

(k) Debris removal shall include all eligible disaster related debris found in the ROW within the area designated by Highlands County. Highlands County may specify any eligible debris within the ROW which should not be removed, or which should be removed at a later time or by others. The Contractor shall make as many passes through the designated areas as required by Highlands County. Any eligible debris, such as fallen trees, which extends onto the ROW from private property shall be cut, by the Contractor, at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this Contract without the approval of Highlands County.

- (l) The Contractor shall furnish all labor, materials and equipment for the removal of hazardous trees that originate from within the ROW and those which extend into the ROW from private property, at the point where it enters the ROW, and that part of the eligible debris which lies within the ROW, tree trimming, tree topping, tree removal, stump grinding, grubbing, clearing, hauling, and disposal.
- (m) The Contractor shall furnish all labor, materials and equipment to accomplish the demolition and removal of condemned structures and buildings that pose a threat to public safety.
- (n) The Contractor shall provide all permits and services necessary for the containment, clean up, removal, transport, storage, testing, treatment and/or disposal of hazardous waste and industrial materials, including white goods, E-Waste, putrescent debris and mixed debris, resulting from the event.
- (o) The Contractor shall furnish all labor, materials and equipment for the removal of sand, earthen and foreign materials from roads, streets, bridges, and rights-of-way, canals, retention ponds, drain wells, pump stations, control structures and associated drainage structures; screening sand and returning clean sand to beaches or other designated sites.
- (p) The Contractor shall furnish all labor, materials and equipment to accomplish the cleaning and opening of enclosed drainage systems including, but not limited to, canals, ditches, retention ponds and streams.
- (q) The Contractor shall use only rubber-tired equipment in the performance of loading and hauling debris. The Contractor shall not use equipment authorized for debris removal under this Contract for private work during the working hours designated under this Contract. Also, the Contractor's personnel shall not solicit work from private citizens or others with manpower and equipment designated under this Contract.
- (r) All debris shall be mechanically loaded and reasonably compacted. "Hand Loading" is not permitted under this Contract without the approval of Highlands County.
- (s) The Contractor shall return areas throughout the County, where debris removal is accomplished and there is damage due to the Contractor's operations or negligence, to their original condition. The Contractor shall be responsible for filling to grade with like material all surface damage, such as rutting and pavement damage, caused by the Contractor's equipment during debris removal. The Contractor shall repair or restore to the satisfaction of the County all damage to existing grade, pavement, road shoulders, sidewalks, curbs, drainage structures or any other infrastructure, trees, shrubs, grassed area, etc. including, but not limited to, retention ponds, canals and ditches caused by the Contractor's equipment or personnel. The Contractor shall preserve and protect all existing structures, infrastructures, vegetation etc. on or adjacent to the area of work. The Contractors shall repair or replace with like materials all damaged mailboxes on the same day, which the damage occurred. The Contractor shall contact the person(s) making claims regarding damages within two (2) days of receiving said claim; information such as method of repair and timeline for completion shall be discussed. The Contractor shall provide Highlands County with a weekly report outlining the status of all damage concerns.
- (t) As identified and directed by the County, the Contractor shall place compatible clean fill dirt, approved by the County or its representative, in ruts created by equipment and vehicles and

other areas that pose an imminent and significant threat to public health and safety.

- (u) Disaster-related debris shall be separated into clean vegetative, construction and demolition, white metal, E-waste, Hazardous waste, mixed and ineligible debris at the load sites. Hauling of mixed loads will require approval from Highlands County prior to loading. Ineligible debris shall be left in place, except those items directed by Highlands County.
- (v) All stump remnants, which are fully disengaged from the ground shall be considered normal vegetative debris regardless of size. The Contractor shall remove all disengaged stump remnants from the assigned load site area before moving to another work area unless approved by Highlands County.
- (w) At the request of Highlands County, the Contractor shall remove Hazardous stumps that are in the ground. The Contractor shall provide all labor, equipment and materials to remove and dispose of the assigned stumps. This line item will only be used when it is necessary to grub or dig the stump from the ground. The Contractor will be required to trim all roots flush with the ground, fill all stump holes and re-sod the area if necessary after removal. The Contractor shall provide a lump stump price to remove, load, haul, restore the site, and final disposal based on size, greater than 24" to 48" and greater than 48 inches.
- (x) The Contractor shall fill all holes created by the removal of hazardous stumps with clean compatible fill dirt, approved by the County or its representative.
- (y) The Contractor shall screen all soil to remove Eligible Debris deposited as a result of a natural or manmade disaster. Soil screening shall include the collection of debris-laden soil, hauling to the processing screen, processing the soil through the screen and returning to a location designated by the County. Eligible debris removed from the soil shall be collected, hauled and processed at the DDM site(s).
- (z) The Contractor shall ensure all assigned/eligible debris is removed from the Load Site before moving to other Load Sites. During the debris removal process, it will be required that each Load Site be cleaned to the point that an average residential lawn mower can safely mow the area. All debris and debris residue must be removed from the pavement.
- (aa) The Contractor shall not move from one designated work area to another work area prior to receiving authorization from Highlands County.
- (bb) The Contractor shall provide sufficient field supervision for all assigned activities. The Contractor shall provide a minimum of three (3) field supervisors at all times. For each additional 200,000 CY of disaster related debris an additional three (3) field supervisors shall be supplied.
- (cc) The Contractor shall provide at least one (1) multi-lingual speaking field supervisor if non-English speaking personnel are employed to remove disaster-related debris. The Contractor must have a means to communicate with all their workers.
- (dd) The Contractor shall remove from service all unsafe, malfunctioning and or equipment leaking oil or other fluids immediately. The Contractor shall be responsible for removing all leaked fluids from the effected soil and pavement.
- (ee) After being loaded in the work area, trucks shall have their loads trimmed so that no debris

extends beyond the bed in any direction. All loose debris, such as tree limbs, plywood, roofing material, etc. shall be reasonably compacted on the hauling vehicle by use of the loading equipment. All debris shall be adequately secured while being transported to the designated DDM/dump sites. This shall include tarps and other mechanical means to ensure no loss of debris. All equipment that is hauling debris to the DDMS shall be capable of self-dumping or removing its load without assistance from other equipment.

- (ff) The Contractor is responsible for coordinating with Highlands County and its representatives the loading and hauling of all eligible disaster related debris to the DDM/dump sites.
- (gg) Any material classed as Hazardous or Toxic Waste shall be reported immediately to Highlands County.
- (hh) The Contractor shall remove White Metal Debris by hauling it separately from other debris types. The Contractor shall recycle all eligible white metal debris including but not limited to refrigerators, freezers, and air conditioners in accordance with all federal, state and local rules, regulations and laws. The Contractor shall take precautions to prevent damage to items containing Freon and various oils and fluids to prevent release of gases and fluids into the environment.
- (ii) The Contractor shall remove and recycle or dispose of all Eligible E-Waste items from the ROW to a County designated E-Waste facility in accordance with all rules and regulations of local, State and federal regulatory agencies. Eligible E-Waste includes, but is not limited to, televisions, computers, computer monitors and microwaves in areas identified and approved by the County.
- (jj) The Contractor shall remove, transport and lawfully dispose of putrescent debris consisting of dead animal carcasses or other fleshy organic material from the ROW to a County designated final disposal site. Contractor shall coordinate activities with Highlands County.
- (kk) Inoperable automobiles, trucks, trailers, boats, and boat trailers that obstruct or impede debris removal shall be removed by acceptable and approved towing methods. Removal shall be accomplished without causing further damage to item. Items shall be stored as directed by Highlands County. The Contractor is to notify Highlands County and receive approval prior to removal of any personal property.
- (ll) Standing broken utility poles; damaged and downed utility poles and appurtenances; transformers and other electrical and communications materials are not eligible debris and shall be reported to Highlands County.
- (mm) The Contractor is to notify Highlands County of any situation which poses a health or safety risk to workers on site.

Section 2.06 MEASUREMENT

- (a) Measurement for debris removed will be by the cubic yard as determined through truck and trailer measurement. Partial loads will be adjusted down by visual inspection by Highlands County or the County's designated Monitoring Contractor. Load measurements will be documented on Load Tickets.

- (b) Haul miles will be based on radiuses from assigned DDMS to load zone. If the radius line crosses a portion of a zone the entire zone will be assigned the shortest distance to the DDMS. The mileage measurements will not be based on actual driving distances.
- (c) Measurement for payment of eligible Hazardous stumps removed with greater than 24 inch to 48 inch diameters base cuts (measured 24 inches above normal ground level to determine the diameter of the trunk) shall be per stump.
- (d) Measurement for payment of eligible Hazardous stumps removed with greater than 48 inch diameters base cuts (measured 24 inches above normal ground level to determine the diameter of the trunk) shall be per stump.
- (e) Tree stumps with base cut diameter measurements less than 24 inches (measured 24 inches above normal ground level to determine the diameter of the trunk) will be considered normal vegetative debris and be removed with the same method used for other vegetative debris based on a unit cost per cubic yard, using the Stump Conversion Table, Attachment B, also found in the Public Assistance Program and Policy Guide, FP 104-009-2 Appendix E, p. 175.
- (f) Tree stump remnants that are not attached to the ground by roots will be considered normal vegetative debris and will be paid for under the unit price for removing vegetative debris, NOT stump removal prices or the FEMA Stump Conversion Table.
- (g) See ATTACHMENT B – STUMP CONVERSION TABLE for calculations pertaining to stump diameter to volume capacity.

Section 2.07 PAYMENT

- (a) Payment for the removal of vegetative debris to include all costs associated with loading, hauling, and dumping will be paid for under the contract bid item for Vegetative Debris. This shall include all stump remnants that do not require grubbing from the ground.
- (b) Payment for the removal of construction and demolition debris and white metal debris is to include all costs associated with loading, hauling and dumping and will be paid for under the contract bid item for Construction and Demolition Debris.
- (c) Payment for the removal of stumps (stumps that require grubbing and backfilling), greater than 24 inches, to include all costs associated with loading, backfilling, restoring the site, sodding, hauling, dumping and final disposal will be paid for under Fee Schedule Debris Removal Pay Item 6 -- Hazardous Stumps.
- (d) All stumps with a diameter of 24" or less removed or excavated from public ROW and stumps placed on public ROW but not excavated by the Contractor will be paid under Fee Schedule Item 1A, removal, loading, hauling of all eligible debris and /or residue from designated work zones to the DDMS, as specified.
- (e) Stumps removed prior to Highlands County's certification will be paid as normal vegetative debris.
- (f) There will be no payment for mobilization and demobilization.

- (g) Payment for work completed will be invoiced on a thirty (30) day basis. Invoices will be based on verified quantities from the daily operational reports.
- (h) A 10% retainage will be withheld until the end of the project, including ticket reconciliation.
- (i) Invoices shall be itemized by pay item and include the date range of completed work. Invoices shall be accompanied by a spreadsheet with a detailed tabular report itemizing all individual load tickets for the invoice date range, inclusive of the following information:
 - 1) Ticket Number
 - 2) Contractor's Name
 - 3) Crew Number
 - 4) Truck Number
 - 5) Date
 - 6) Debris Removal (Pickup) Location
 - 7) DDM or Disposal Site Location
 - 8) DDM or Disposal Arrival Time
 - 9) Debris Classification
 - 10) Debris Quantity

The report must meet Highlands County's requirements for invoicing and be approved prior to the invoicing process.

- (j) All payments made under this contract will be in accordance with PAYMENTS clauses located in other sections of this contract.

Section 2.08 CLAIMS RESOLUTION

- (a) The Contractor shall respond in writing to each claimant within fourteen (14) calendar days after claim is lodged with a copy to the County designated representative. All claims shall be resolved by the Contractor within thirty (30) calendar days after submission. However, if the Contractor has the capability to provide this information to the County electronically, the County will review this process and determine if it's acceptable.
- (b) The Contractor shall submit all resolved claims to the County's designated representative. The Contractor shall attest to the following:
 - 1) To the Best of the Contractor's knowledge, all data offered by the claimant shall support that the claim is accurate and complete.
 - 2) The claims amount accurately reflects the claimant's actual incurred costs.
 - 3) All records and claims of records shall be put into a spread sheet and submitted every thirty (30) days, which shall include all paid and outstanding claims and if any claim is over thirty (30) days a reason for its delay.
 - 4) No claims will be paid unless a valid claim was submitted to the County's designated representative.

ARTICLE III. DISASTER DEBRIS MANAGEMENT SITE MANAGEMENT FOR DEBRIS REDUCTION

Section 3.01 GENERAL

- (a) The Contractor shall establish, manage and operate the approved County Government Disaster Debris Management (DDM) sites located at various locations within Highlands County, to accept, process, reduce, incinerate, and dispose of event related debris including all related permits and/or approvals. All sites shall be approved by the County prior to the commencement of operations.
- (b) The Contractor shall provide all management, supervision, labor, machines, tools and equipment necessary to accept, process, reduce, incinerate, sort and dispose of disaster related debris. The debris to be processed will consist primarily of vegetative debris, with variable amounts of construction and demolition debris, white metal debris, and Hazardous debris included that require sorting. The construction and demolition (C & D) debris will require additional sorting and processing. Debris accepted at the DDM sites will require segregation into various categories. Final haul out of processed disaster related debris may be required.
- (c) Upon request from the County, the Contractor shall be responsible for management, staff augmentation and support capabilities including, but not limited to consumables, temporary facilities, transportation support (trucking and static support assets), power generation, portable lights, deployable personnel, and major end items and Development and Operational Procedures for Logistical Staging Areas, Base Camps, Comfort Stations, food and lodging.
- (d) Reduction of vegetative debris shall be through air-curtain incineration or chipping/grinding. Reduction by chipping or grinding must be at the same pay rate as incineration.

Section 3.02 MOBILIZATION

- (a) The Contractor shall mobilize management staff to Highlands County within two (2) days following the day of the disaster.
- (b) The Contractor shall mobilize personnel and equipment for this task and shall be fully mobilized to begin debris reduction operations within seven (7) days following the days of the disaster. DDM Site Management Work within Highlands County will be prioritized by Highlands County. Upon receipt of a task order, the Contractor will execute entire scope within seven (7) calendar days of the initial haul-in of disaster-related debris.

Section 3.03 WORK SCHEDULE

- (a) The Contractor is to provide an interim schedule within forty-eight (48) hours and final plan within five (5) days following the day of the disaster. This plan should include a plan for subcontracting activities and a safety action plans for all operations.
- (b) Daily reporting is required with updates on the scheduled activities. This reporting shall include, at a minimum, the following: name of the Contractor, contract number, number of processing equipment, and personnel working. The report should include daily and cumulative reduction rate estimates to date. The cumulative and daily statistic totals for each debris type shall be reported separately.

- (c) At a minimum the Contractor will be required to match the scheduling and hours of operation used by the debris removal contractor/crews. The required schedule for the debris removal contractor is as follows:
- 1) The Contractor will be required to work, at a minimum, a ten (10) hour day seven (7) days a week during the first pass removal phase. The Contractor will be required to work, at a minimum, a ten (10) hour day six (6) days a week during the remaining debris removal passes; Highlands County reserves the right to extend or reduce the hours and days of operation during the contract period. The workday shall be conducted during daylight hours. The Contractor may work more than ten (10) hours per day if desired. The Contractor shall coordinate with Highlands and its representatives and DDM site contractors to establish the work hours and to develop schedules.
- (d) The Contractor may be required to work up to twenty-four (24) days seven (7) days a week to meet the debris reduction and processing production requirements.
- (e) The Contractor shall coordinate with Highlands County and its representatives and debris removal contractors to establish the work hours and to develop schedules.

Section 3.04 PERFORMANCE SCHEDULE

- (a) The Contractor shall commence performance on [DATE] (TO BE DETERMINED AFTER THE DISASTER).
- (b) The Contractor is required to process a minimum of [RATE] cubic yards of debris per calendar day, to be determined after the disaster. The minimum required reduction/disposal rate shall be achieved no later than the third calendar day after the first load of debris is accepted into the DDM site for processing. This minimum production rate is increased to [INCREASED RATE], to be determined after the disaster, in the event that Highlands County exercises the option for additional reduction capacity. Liquidated damages shall be assessed at \$1,000 per calendar day for any day in which the minimum processing rate is not met, unless non-compliance is due to insufficient debris amounts being delivered to the site. The production rates for reduction will be determined during the initial planning stage following the days of the disaster.
- (c) All work, including site restoration prior to close-out, shall be completed within thirty (30) calendar days after receiving notice from Highlands County that the last load of debris has been delivered, unless Highlands County initiates additions or deletions to the contract by written change orders. Subsequent changes in completion time will be equitably negotiated by both parties; pursuant to applicable state and federal law. Liquidated damages shall be assessed at \$1,000 per calendar day for any time over the maximum allowable time established above.

Section 3.05 SCOPE

- (a) The Contractor will establish lined temporary storage areas for ash, Hazardous and toxic waste, fuels, and other materials that can contaminate soils, runoff, or groundwater, the Contractor shall set up plastic liners under stationary equipment such as fuel tanks, generators and mobile lighting plants unless otherwise directed by Highlands County.

- (b) The Contractor shall be responsible for establishing site layout.
- (c) The Contractor will be responsible for establishing and maintaining an entrance, exit and internal haul roads at each assigned DDM site.
- (d) The Contractor shall provide a project manager to oversee the work. The Contractor's project manager will be required to attend daily project meetings with Highlands County for the duration of the work.
- (e) The Contractor shall provide Highlands County with an updated list of all subcontractors including phone numbers of contact personnel.
- (f) Prior to Highlands County assigning work, the Contractors shall provide Highlands County with an affidavit from each subcontractor stating there is a signed contract between the Contractor and subcontractor.
- (g) The Contractor will be responsible for traffic control, dust control, erosion control, fire protection, on-site roadway maintenance, and security and safety measures.
- (h) The Contractor shall manage the site to accept debris collected under other contracts if authorized by Highlands County. The Contractor shall direct traffic entering and leaving the site and shall direct dumping operations at the site.
- (i) The Contractor shall be responsible for sorting and stockpiling the debris at the site. Debris shall be segregated into 1) burnable/grindable vegetative debris, 2) non-burnable/non-grindable mixed debris, 3) Hazardous and toxic waste, 4) construction and demolition (C & D) debris, 5) white metal, 6) E-Waste, and 7) ash residue, at a minimum. Further segregation of C & D debris, such as recyclable material or durable goods may be necessary.
- (j) The Contractor shall take precautions while handling Hazardous Waste and White Metal Debris to prevent release of gases and fluids such as Freon, various oils and fluids into the environment.
- (k) Upon completion of the debris reduction process, the Contractor will clear the site of all debris and restore the site to the satisfaction of Highlands County.
- (l) At the request of Highlands County the Contractor shall provide qualified and certified Freon Recovery and Hazardous waste crews to process debris. The Contractor shall remove and recover Freon from any white goods at the DDM site(s) or final disposition site in accordance with all federal, state and local rules, regulations and laws.
- (m) The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities.
- (n) The Contractor will be responsible for repairing all damages as a result of negligence. The Contractor shall be responsible for filling to grade with like material all surface damage, such as rutting and pavement damage, caused by the Contractor's equipment during debris handling, processing and reduction. The Contractor shall repair all damage to existing grade, road shoulders, trees, shrubs, grass, etc. and areas caused by the Contractor's equipment or

personnel. The Contractor shall preserve and protect all existing structures and vegetation on or adjacent to the area of work.

- (o) The Contractor shall process (grind or burn) all stumps and large logs that have been hauled to the DDM site. The price for processing the stumps and logs will be included in the overall price for processing vegetative debris.
- (p) The Contractor shall ensure all debris is processed and hauled from the DDM sites before moving to other sites without the approval from Highlands County.
- (q) The Contractor shall provide sufficient site supervision of all assigned activities. The contractor shall provide at least one (1) supervisor at every DDM site.
- (r) The Contractor shall provide at least one (1) bilingual speaking field supervisor or employee at each site if non-English speaking personnel are employed to perform work under this contract. The Contractor must have a means to communicate with all workers and haulers.
- (s) The Contractor shall remove from service all unsafe, malfunctioning and/or equipment leaking oil or other fluids immediately. The Contractor shall be responsible for removing all leaked fluids from the effected oil and pavement.

Section 3.06 SITE PLAN AND MANAGEMENT

- (a) DDMS identified by the County may range from year to year. For this reason, the Contractor shall visit the County identified DDMS no later than the month of May of each contract year to fully gauge all conditions that may impact contract performance. The Contractor may propose their own sites subject to County approval and at no cost to the County.
- (b) The Contractor shall annually update and maintain a list of privately owned sites suitable for DDM site operations. The list shall include the following data at a minimum: Physical address of potential sites, owners name and contact information, size in acres of the site, current land use of the property. The sites shall be ranked by the Contractor based on the following criteria: location of site, proximity of site to residence, ingress/egress and staging impacts, internal roadways, perimeter controls, and available space. The Contractor shall evaluate the top three ranked sites on the list for the presence of wetlands and/or endangered and threatened species, and provide written reports of the findings of the studies. The Contractor shall provide an annual update on or before June 1st. Private land agreements will not be permitted without prior approval from the County.
- (c) The Contractor shall provide a site operation plan for review and approval by Highlands County prior to beginning work. At a minimum, the plan shall address the following:
 - 1) Access to site
 - 2) Site management, to include point-of-contact, organization chart, etc.
 - 3) Traffic control procedures
 - 4) Site security
 - 5) Site safety
 - 6) Site layout/segregation plan
 - 7) Hazardous Waste materials plan

- 8) Environmental mitigation plan, including considerations for smoke, dust, noise, traffic, buffer zones, and storm water runoff as appropriate.
- (d) The Contractor shall be responsible for preparation and layout of the site(s); management, maintenance and operation of the DDMS, including but not limited to, the sorting, segregation, processing and reduction (chipping, grinding or incinerating); groundwater and soil testing; furnishing materials, supplies, labor, tools and equipment necessary to perform services; providing traffic control, dust control, erosion control, inspection tower(s), utilities service, lighting, and HTW containment areas, fire protection, permits, environmental monitoring, and safety measures; loading reduced/stored and initiating load tickets for final disposition; and closure and remediation of the DDMS.
- (e) Tire removal and disposal will be completed by Highlands County.
- (f) The Contractor shall be responsible for preparing the site(s) to accept the debris. This preparation shall include clearing, erosion control, grading, construction and maintenance of haul roads and entrances, and the installation of inspection towers. The Contractor shall construct and maintain an all-weather road for access to the DDMS and other debris collection sites. The County's responsibility for any road maintenance and support ends at the right-of-way line. The Contractor shall provide utility clearances and sanitation facilities. The Contractor shall protect existing structures at the sites and repair any damage caused by his operations at no additional cost to Highlands County.
- (g) The Contractor shall equip each DDMS with portable toilets with hand washing accessories, a working office trailer and a debris inspection/observation tower. The County must inspect and approve prior to opening of each site.
- (h) All DDMS and other debris collection sites shall be maintained in full accordance with all applicable federal, State and local laws, ordinances, regulations and standards. The Contractor shall segregate operations within each site.
- (i) The Contractor shall be responsible for installing site security measures and maintaining security at the site.
- (j) The Contractor shall manage the site to minimize the risk of fire.
- (k) The Contractor shall provide a minimum of one (1) spotter at each debris type dumping/staging location within the DDM sites to ensure the debris is staged in the proper location. The Contractor shall remove all contaminants and Hazardous waste from debris dumped at the DDM /dump sites and store it in the appropriate locations.
- (l) The Contractor shall be responsible for the storage, removal, and containment of ash from all burning operations. The containment area will be "wetted down" periodically under this contract to prevent particles from becoming airborne.
- (m) Only equipment used for the purpose of managing and processing the debris may stay overnight in the DDM sites without the approval of Highlands County.
- (n) The Contractor shall designate a location within each DDM site for equipment repairs. The Contractor shall not repair equipment outside of the designated equipment repair location without the approval of Highlands County.

- (o) The Contractor shall remediate to pre-existing conditions the entire DDM sites without additional cost to Highlands County.
- (p) The Contractor shall install and maintain inspection tower(s) for load inspection in accordance with FEMA requirements. Tower(s) shall comply with all applicable county building codes and OSHA standards for Health & Safety. The Contractor shall construct at least one inspection tower at each DDM/dump site. Highlands County may require additional inspection towers to improve traffic flow through the DDM sites, at no additional cost to Highlands County. At a minimum the tower(s) shall be constructed so that inspectors are capable of looking into every truck all the way to the bottom.
- (q) The Contractor shall be responsible for the closure of the debris site within thirty (30) calendar days of receiving the last load of disaster related debris and notice by the County, the Contractor shall cease debris collection activities and remove all Contractor equipment and temporary structures and dispose of all residual debris from the DDM sites at an approved, final disposition site. This closure shall include removal of site equipment, debris, and all remnants from the processing operation (such as temporary toilets, observation towers, security fence, etc.). grading the site, provide environmental remediation and restoring the site to pre-work conditions. Ash piles shall be tested for parameters as directed by the County using the Toxicity Characteristic Leaching Procedure and ash shall be disposed of at a designated and authorized landfill or recycling facility from the DDM site(s)

The County reserves the right to split samples or to obtain its own. If unacceptable levels of contamination are detected, the ash shall be disposed of in a hazardous material landfill as approved by the County. Once stockpiled debris is removed from the site, the Contractor shall test soil and groundwater, and the test results shall be compared to baseline test results to determine if contaminants are present. The Contractor is responsible for the restoration, reclamation and remediation of the DDM site(s) to its original state in accordance with all State and Local requirements.

Final payment of retainage will not be released to the Contractor until all debris sites have been closed and remediated. The Contractor shall receive approval from Highlands County as to the final acceptance of a site closure.

Section 3.07 DEBRIS REDUCTION

During the initial planning stage following a disaster, Highlands County will make a determination as to the type of reduction method that will be used for vegetative debris at each DDM site.

The following four (4) methods may be selected for the reduction of vegetative debris:

- (a) Below-Grade Air-Curtain Pit Burning
- (b) Above-Grade Air-Curtain Pit Burning
- (c) Portable Air-Curtain Pit Burning
- (d) Chipping/Grinding

Section 3.08 AIR-CURTAIN PIT BURNING (One of the following two methods of burning (“a” or “b”) can be used based on the water table. The selected method must be approved by Highlands County.

- (a) [ABOVE-GRADE PIT; HIGH WATER TABLE]**

The air-curtain pit burning method incorporates an earthen pit, constructed by building above grade, and a blower. The blower and pit make up an engineered system that must be precisely configured to properly function. The blower must have adequate air velocity to provide a "curtain effect" to hold smoke in and to feed air to the fire below. The pit configuration must have a precise width, depth and length to compliment the blower. The composition and operation of the air-curtain pit incinerator (s) shall conform generally to the drawings in Figures 1-4 of this scope of work.

(b) [BELOW-GRADE PIT: LOW WATER TABLE]

The air-curtain pit burning method incorporates an earthen pit, constructed by digging below grade, and a blower. The blower and pit make up an engineered system that must be precisely configured to properly function. The blower must have adequate air velocity to provide a "curtain effect" to hold smoke in and to feed air to the fire below. The pit configuration must have a precise width, depth and length to compliment the blower. The composition and operation of the air-curtain pit incinerator(s) shall conform to the drawings in Figures 1 – 4 of this scope of work.

- 1) Minimum required velocity measured at the nozzle is 8,800 ft./min (100mph). Minimum airflow rate measure at the nozzle is 900 cubic feet per min per linear foot of pit length. (As an example, a 20 foot. long pit would require a blower with a nozzle velocity of 8,800 ft./min and a nozzle output rate of 18,000 cfm. This example is intended for explanation purposes only and does not imply a recommended pit length for actual operations.)
- 2) The pit should be a maximum of 8 feet wide and should be from 12 to 20 feet deep. The actual pit dimensions should be such that the system functions properly.
- 3) The pits must be constructed out of a highly compactable material that will hold its shape and support the weight of the loading equipment. There shall be an impervious layer of clay, coquina rock or limestone on the bottom of the pit to provide a barrier for ground water protection. This layer shall be a minimum of one (1) foot thick and be repaired as necessary after each ash removal operation.
- 4) There is to be a minimum distance of 100 feet between the burn area and the nearest debris piles. There is to be a minimum distance of 1000 feet between the burn area and the nearest building. Contractors are responsible for assuring that the public and workers are kept a safe distance from the burn site.
- 5) The burn will be extinguished at least two (2) hours before removal of the ash mound. Wetting of the ash will be necessary to reduce dust while removing ash.
- 6) The burn pits must be made of clay, coquina rock, limestone or other highly compactable material and be capable of supporting the wheel weight of the loading equipment. There should be an impervious layer of clay, coquina rock or limestone on the bottom of the pit to attempt to seal the ash from the aquifer. This impervious layer should be at least one (1) foot thick and should be repaired or replaced if scraped by bulldozers, excavators, or other equipment.
- 7) The ends of the pits must be sealed with dirt, ash or other material to a minimum

height of four (4) feet.

- 8) A twelve-inch dirt seal must be placed on the lip of the burn pit area to seal the blower nozzle. The nozzle should be three-to-six inches from the edge of the pit.
- 9) There should be one-foot high warning stops running the length of the pits to alert equipment operators when they are close to the pit. The warning stops should be constructed of fireproof material.
- 10) No Hazardous or contaminated-ignitable material is to be dumped into the pit.
- 11) The airflow should hit the wall of the pit at about two feet below the edge of the pit and the debris should not break the path of the airflow, except during dumping.
- 12) The length of the pit should be no longer than the length of the blower system, and the pit should be loaded uniformly along the length.
- 13) The Contractor is responsible for ensuring that the public is protected from the burn operation. Signs, fences, and other measures can be used depending on site conditions.
- 14) Emissions must meet state and federal standards for burning operations.
- 15) The Contractor shall be responsible for dust control while handling ash materials.
- 16) The Contractor shall apply for and obtain all federal, state, and local permits for burning.

Section 3.09 PORTABLE AIR CURTAIN INCINERATORS

- (a) Portable incinerators use the same principles as air-curtain pit systems. The primary difference being portable incinerators utilize a pre-manufactured pit in lieu of an on-site constructed earth or limestone pit. The pits are engineered to precise dimensions to compliment the blower system. The composition and operation of the portable air-curtain pit incinerator(s) shall conform generally to the drawings in Figures 1 - 4 of this scope of work.
- (b) Minimum required air velocity measured at the nozzle is 8,800 ft./min (100mph). Minimum airflow rate measured at the nozzle is 900 cubic feet per min per linear foot of pit length (As an example, a 20 feet long pit would require a blower with a nozzle velocity of 8,800 ft./min and nozzle output rate of 18,000 cfm. This example is intended for explanation purposes only, and does not imply a recommended pit length for actual operations.)
- (c) There is to be a minimum distance of 100 feet between the portable incinerators and the nearest debris piles. There is to be a minimum distance of 1000 feet between the portable incinerator and the nearest building. Contractors are responsible for assuring that the public and workers are kept a safe distance from the incinerators.
- (d) The burn will be extinguished at least two hours before removal of the ash.
- (e) There should be one-foot high warning stops running the length of the pits to alert equipment

operators when they are close to the pit. The warning stops should be constructed of fireproof material.

- (f) No Hazardous or contained-ignitable material is to be dumped into the pit.
- (g) The Contractor is responsible for ensuring that the public is protected from the burn operation. Signs, fences, and other measures can be used depending on site conditions.
- (h) Emissions must meet state and federal standards for burning operations.
- (i) The Contractor shall be responsible for dust control while handling ash materials.
- (j) The Contractor shall apply for and obtain all federal, state and local permits for burning.

Section 3.10 CHIPPING AND GRINDING

- (a) The average chip size produced will be dependent on the needs of the end user, but typically should not exceed 3 - inches in length and 1/2" in diameter.
- (b) Contaminants will not be permitted for the chips or mulch to be acceptable. Plastics, metals, pressure treated lumber, and other non-vegetative debris should be eliminated completely. To help eliminate contaminants, root rake loading equipment should be used to feed material to the chipper/grinder. Bucket loaders tend to scoop up earth, feeding the chipper/grinders. Hand laborers must be utilized to pullout contaminates prior to feeding the chipper/grinders. The more numerous the contaminants, the more numerous the laborers. Shaker screens are required when processing stumps with root balls or when large amounts of soil are present in the vegetative debris.
- (c) Chips/mulch should be stored in piles no higher than 12 feet, and meet all State and Local laws.

Section 3.11 DISPOSAL OF REDUCED DEBRIS

- (a) When the County requires chipping/grinding and/or burning as a method of debris reduction, the Contractor shall acceptably dispose of the chips and mulch, at no additional cost to the County. For disposal, the chips, mulch or ash shall be put to some beneficial use, as approved by the County.
- (b) Unless the County wants the chips, mulch or ash the Contractor may provide or sell the chips, mulch and/or ash to be recycled for use in agricultural mulch, fuel or wood products consistent with State, federal and local requirements.
- (c) Ash Disposal – Ash piles shall be tested for parameters as directed by the County using the Toxicity Characteristic Leaching Procedure, and ash shall be disposed of at a designated and authorized landfill or recycling facility from the DDMS.

Section 3.12 MEASUREMENTS

- (a) Measurement for final haul out of all processed debris and residue will be by the ton if certified scales are available at the disposal site or by the cubic yard as determined through truck and trailer measurement. Partial loads will be adjusted down by visual inspection by Highlands

County or designated Monitoring Contractor. Load measurements will be documented on Load Tickets and daily log sheets.

- (c) All efforts required in mobilization, site set-up, site maintenance, site close-out, remediation and demobilization shall be considered as a total Job and included in the unit cost for managing DDM sites.

Section 3.13 PAYMENT

- (a) Payment for all debris sorted, segregated, processed, and reduced will be made at the unit price per cubic yard.
- (b) Payment for managing and operating the debris sites; furnishing material, labor, tools and equipment necessary to sort, process, reduce, and load debris, and providing for traffic control, dust control, erosion control, inspection tower, lighting, ash containment, fire protection, permits, toilet facilities, site road management and safety measures, are all incorporated in the bidder's unit price for managing debris.
- (c) Haul miles will be based on the shortest route from the DDM site to disposal location.
- (d) Payment for hauling processed debris from the DDM site(s) to the final disposal site will be by the Ton or Cubic Yard as determined by Highlands County.
- (e) There will be no payment for mobilization and demobilization.
- (f) Payment for work completed will be invoiced on a thirty (30) day basis. Invoices will be based on verified quantities from the daily operational reports.
- (g) A 10% retainage will be withheld until the end of the project, including ticket reconciliation.
- (h) All invoices must be submitted with a detailed tabular report listing all individual load tickets. The report must meet Highlands County's requirements for invoicing and be approved prior to the invoicing process.
- (i) Payment for site preparation and site closure will be included in the unit cost for processing debris.
- (j) All payments made under this contract will be in accordance with PAYMENTS clauses located in other sections of this contract.

ARTICLE IV. TREE AND LIMB REMOVAL

Section 4.01 GENERAL

- (a) Tree and Limb Removal work shall include the removal and disposal of Hazardous leaning trees and hanging limbs in public right of ways and/or on private property at the direction of Highlands County or designated Monitoring Contractor.
- (b) The Contractor shall provide all management, supervision, labor, machines, tools and equipment necessary to safely perform tree and limb removal work.

- (c) All work will be paid for in unit cost as defined.

Section 4.02 MOBILIZATION

- (a) The Contractor shall mobilize personnel and equipment within five (5) business days of receiving a notice to proceed task order.
- (b) Upon receipt of the task order, the Contractor shall execute the entire scope within ninety (90) calendar days. The Contractor and Highlands County shall jointly agree upon the completion date prior to issuance of the task order.

Section 4.03 WORK SCHEDULE

- (a) The Contractor shall provide a schedule prior to the start date outlining the work.
- (b) Daily reporting is required with updates on the scheduled activities. This reporting shall include the following: name of Contractor, contract number, number of crews in use, number of trees and/or limbs removed, and the number of personnel working.
- (c) The Contractor will be required to work, as a minimum, a ten (10) hour day six (6) days a week. Highlands County reserves the right to extend the days of operation to seven (7) days a week or shorten it to an eight (8) hour day five (5) days a week. The workday shall be conducted during daylight hours. The Contractor may work more than ten (10) hours per day if desired. The Contractor shall coordinate with Highlands County and its representatives to establish the work hours and to develop schedules.

Section 4.04 PERFORMANCE SCHEDULE

- (a) The Contractor shall commence performance on [DATE], to be determined after the disaster.
- (b) The Contractor shall, with Highlands County's direction, provide a work plan shown where operations will begin and which streets/roads will be cleared on a 2, 7, & 14 day projection. The plan will be updated every two (2) days.
- (c) Maximum allowable time for completion will be ninety (90) calendar days, unless Highlands County initiates additions or deletions to the contract by written change orders. Subsequent changes in, completion time will be, equitably negotiated by both parties pursuant to applicable state and federal law. Liquidated damages shall be assessed at \$1,000 per calendar day for any time over the maximum allowable time established by the contract.

Section 4.05 SCOPE

- (a) The Contractor shall conduct the work so as not to interfere with the response and recover activities of state and local governments, or of public utilities.
- (b) The Contractor shall provide sufficient site supervision of all assigned activities.
- (c) The Contractor shall provide at least one bilingual speaking field supervisor or employee at each site if non-English speaking personnel are employed to perform work under this contract. The Contractor must have a means to communicate with all workers and haulers.

- (d) The Contractor shall provide a project manager to oversee the work. The Contractor's project manager will be required to attend daily project meetings with Highlands County for the duration of the work.
- (e) The Contractor shall provide Highlands County with an updated list of all subcontractors including phone numbers of contact personnel.
- (f) Prior to Highlands County assigning work, the Contractors shall provide Highlands County with an affidavit from each subcontractor stating there is a signed contract between the Contractor and subcontractor.
- (g) FEMA considers incident-damaged trees to be hazardous and eligible if the tree has a diameter of 6 inches or greater measured 4.5 feet above ground level, and the tree: Has a split trunk or broken branches that expose the heartwood; Has more than 50% of the crown damaged or destroyed; is leaning at an angle greater than 30 degrees and shows evidence of ground disturbance; or has fallen or been uprooted within a public-use area. For trees that have less than 50% of the root-ball exposed Contractor will flush cut the item at ground level and dispose of the cut portion based on volume or weight. For trees that have 50 percent or more of the root-ball exposed, the Contractor shall remove the tree, root-ball, and fill the root-ball hole. The Contractor will be paid under Fee Schedule Debris Removal (Load & Haul) Item 8 - Hazardous Tree and Leaners Removal.
- (h) The removal of broken limbs and branches that are 2 inches or larger in diameter (measured at the point of the break) that pose an immediate threat are eligible. An example is a broken limb or branch that is hanging over improved property or public-use areas, such as trails, sidewalks, or playgrounds if it could fall and cause injury or damage to improved property. Limbs should be cut at the break or closest main branch junction. The Contractor will be paid under Fee Schedule Debris Removal (Load & Haul) Item 7- Hazardous Limbs.
- (i) The work shall consist of the removal of predetermined Hazardous leaning trees or hanging limbs. Highlands County will provide the Contractor with a list of trees and limbs prior to the start date.
- (j) The Contractor may be required to remove trees and limbs that have fallen on homes or are threatening to fall on homes as a result of a disaster.
- (k) The Contractor shall not move from one designated area to another designated work area prior to receiving authorization from Highlands County.
- (l) The Contractor shall not enter onto private property during performance of this contract prior to receipt of an executed right-of-way entry agreement, which will be obtained by Highlands County.
- (m) Tree and limb removal shall include the complete removal of either as listed and the disposal of the debris that is generated by the work.
- (n) All trees shall be cut flush to the ground.
- (o) All limbs shall be removed following proper procedures to avoid damage to the tree.
- (p) All trees and limbs shall be disposed of at a Highlands county approved site.

- (q) The Contractor shall use only rubber-tired equipment in the performance of removing tree limbs.
- (r) The Contractor shall take all necessary precaution to protect motorist, pedestrians, public and private property and all utilities.

Section 4.06 MEASUREMENTS

- (a) Measurement for tree removal will be determined at Diameter Breast Height (DBH). DBH is measured at four and one half (4-1/2) feet above the ground.
- (b) Measurement for leaning trees cut at the right of way line will be determined at the point of the cut.
- (c) Measurement for limb removal will be determined at the limbs point of breakage.

Section 4.07 PAYMENT

- (a) Payment for all trees removed will be made at the unit price per tree based on the contract bid price as specified in the bidding schedule.
- (b) Payment for all limbs greater than 2" removed will be made at the unit price per tree limb based on the contract bid price as specified in the bidding schedule.
- (c) Payment for managing and operating the work sites, furnishing material, labor, tools and equipment necessary to remove and dispose of trees and limbs, and providing for traffic control and safety measures, are all incorporated in the bidder's unit price.
- (d) There will be no payment for mobilization and demobilization.
- (e) Payment for work completed will be invoiced on a thirty (30) day basis. Invoices will be based on verified quantities from the daily operational reports.
- (f) A 10% retainage will be withheld until the end of the project, including ticket reconciliation.
- (g) All invoices must be submitted with a detailed tabular report listing all individual tree removal locations. The report must meet Highlands County's requirements for invoicing and be approved prior to the invoicing process.
- (h) All payments made under this contract will be in accordance with PAYMENTS clauses located in other sections of this contract.

ARTICLE V. GENERAL REQUIREMENTS

Section 5.01 REPORTING, DOCUMENTATION MANAGEMENT AND SUPPORT

- (a) The Contractor(s) shall coordinate with the Monitoring Contractor to complete and submit daily reports to Highlands County by close of business each day for the term of the contract to detail the progress of the debris removal and disposal program. Each report shall contain,

at a minimum, the following information:

- 1) Contractor's Name
- 2) Report Date
- 3) Location of completed work (street names and address blocks)
- 4) Contractor's name performing work at each location
- 5) Location of work for next day
- 6) Daily and cumulative hours for each piece of equipment and crew (Emergency Clearance).
- 7) List of roads that were cleared (Emergency Clearance)
- 8) Number of Crews (including number of trucks and loading equipment)
- 9) Number of passes performed at each location
- 10) Daily and cumulative totals of debris removed, by category
- 11) Daily and cumulative totals of debris processed, to include method(s) of processing and disposal location(s)
- 12) Itemized Load Ticket Information
- 13) Daily estimate of Hazardous waste debris segregated, and cumulative amount of Hazardous waste placed in the designated holding area
- 14) Number of Hazardous trees and hanging limbs removed
- 15) Any problems encountered or anticipated

Discrepancies between the daily report and the corresponding load tickets shall be reconciled no later than 5:00 P.M. the following work day.

- (b) The Contractor shall assist the County in preparation of FEMA and State reports for reimbursement, including training of Agency/Department employees and review of documentation prior to submittal.
- (c) The Contractor shall work closely with State Emergency Management, FEMA, and all other applicable agencies to ensure that debris collection, debris disposition, and all supporting data meet each agency's requirements to maximize reimbursement eligibility.
- (d) Complete and submit County provided disposal tickets, field inspection reports, and other data sufficient to provide substantiation for FEMA, State and all other applicable agencies reimbursement.

Section 5.02 DUMP SITES (DDM Sites)

- (a) The Contractor shall use only debris dumpsites designated by Highlands County, unless otherwise approved by Highlands County. The Contractor shall haul vegetative debris to the site designated for vegetative debris and construction and demolition and mixed debris to the site designated for construction and demolition. The Contractor shall haul Hazardous waste debris to the site designated for Hazardous waste.
- (b) The dumpsite operator/contractor will direct all dumping operations. The Contractor shall cooperate with the dumpsite operator/contractor to facilitate effective dumping operators.
- (c) Highlands County makes no representations regarding the turn-around time at the dumpsites.
- (d) The Contractor shall be responsible for removing all abandoned equipment from the public

and private property that was used under this contract.

- (e) The Contractor is not permitted to store equipment or trucks on public property without the approval of Highlands County.
- (f) There shall be no overnight parking or camping on public property without the approval of Highlands County.
- (g) The Contractor is encouraged to employ experienced and qualified local subcontractors.

Section 5.03 OTHER CONTRACTS AND PRIVATE WORK

- (a) Other contacts may be issued for the purpose of removing disaster related debris within Highlands County.
- (b) Highlands County reserves the right to issue other contracts or direct other contractors to work within the scope of work included in this contract.
- (c) The Contractor and any subcontractors shall be prohibited from performing private work in Highlands County while actively engaged in delivering services under this contract, nor shall they perform work for private citizens after normal operational hours during the course of their work under this contract. Exceptions are any existing private work contracts the Prime or subcontractor may already have in place at the time of Notice to Proceed, which shall be provided to the County for validation.

Section 5.04 EQUIPMENT

- (a) The Contractor shall provide all equipment necessary to prepare the site(s), stockpile the debris, feed the grinder(s), air-curtain incinerator(s), remove ash from the incinerator(s), load and haul for disposal of all non-grindable or non-burnable debris and ash residue, and any other equipment which may be necessary for the performance of this contract.
- (b) Prior to commencing debris reduction and disposal operations, the Contractor shall present to Highlands County, for approval, a detailed description of all equipment to be used for debris handling, sorting, processing, incineration, loading, and hauling, stating brand name, model and horsepower, (including all air-curtain incinerators).
- (c) All trucks and other equipment used in the performance of this contract shall be in good operating condition and must be in compliance with all applicable federal, state, and local laws, rules, ordinances, regulations and standards. All equipment including, but not limited to grinding equipment, generators, light towers, etc. shall be equipped with properly functioning and accurate hour meters.
- (d) Any equipment that is hauling debris to the designated reduction site shall be capable of self-dumping or removing its load without assistance from other equipment.
- (e) Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboard extensions shall be braced with metal reinforcing. The overall height of the hauling vehicle shall not exceed 13 feet 6 inches above

the ground. All extensions are subject to acceptance or rejection by Highlands County.

- (f) Damaged sideboards must be repaired prior to arriving at the dumpsite.
- (g) All trucks utilized in hauling debris shall be equipped with a tailgate that will effectively contain the debris on the vehicle while hauling and also permit the vehicle to be loaded to capacity. Gaps in the tailgate greater than two (2) inches will not be permitted. The tailgates shall be secured along the edges with fasteners of sufficient strength to securely hold the tailgate closed during transit, rubber bungee cords will not be permitted. Trucks and trailers with a broken or missing tailgate shall be taken out of service until the accurate tailgate for the piece of equipment is installed.
- (h) The Contractor, prior to use, will inspect all equipment to ensure all requirements are met and it is in good overall condition. Highlands County reserves the right to refuse equipment that is determined unsafe or inadequate.
- (i) All equipment used for hauling debris shall be measured and marked for its load capacity. The Contractor shall supply pre-approved measurement forms for each hauling container used under this contract.
- (j) Prior to commencing debris removal operations, the Contractor shall present to Highlands County all trucks or trailers that will be used for hauling debris, for the purpose of determining hauling capacity. The hauling capacity will be based on the interior dimension of the hauler's container, and rounded down to the nearest whole cubic yard.
- (k) Hauling capacity, in cubic yards, will be recorded and marked on each truck or trailer with permanent markings. Each truck or trailer will also be uniquely numbered for identification with a permanent marking.
- (l) Trucks and trailers designated for use under his contract shall be equipped with a placard on the driver's side of the hauling container. The placard shall state the Contractor's name, the sub-contractor's name, individual and unique identification number and the total capacity in cubic yards of the hauling container. The Contractor shall furnish these signs. All signs shall be removed prior to performing work other than activities associated with this contract. Prior to installing placard on truck or trailer a picture of the driver holding the placard standing in front of truck or trailer shall be taken and a copy of such shall be provided to the driver to keep with him in the truck.
- (m) Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessively large loading equipment (3 CY and larger) and non-rubber tired equipment must be approved by Highlands County.
- (n) Hauling containers shall be a minimum of 15 cubic yards in volume unless approved by Highlands County.
- (o) Trailer type haulers shall be equipped with either tandem axles and/or dual; tires, a minimum of four (4) tires are required on all trailers. The GVWR shall be a minimum of 10,000 lbs. on all trailers. All trailers must have a legible manufacturer's identification plate with ratings.

(p) Trucks or equipment that are designated for use under his contract shall not be used for any other work during the working hours of this contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract.

Section 5.05 LOAD TICKETS

(a) In conjunction with the debris monitoring contractor, load tickets will be used for recording volumes of debris removal. The Contractor shall provide an automated debris management ticketing system (ADMTS) and accounting process for debris management projects.

(b) A five (5) part Load Ticket will be used for recording volumes of debris removed and processed. Refer to Figure 5.

(c) Each ticket shall contain the following minimum information per FEMA requirements, latest edition:

- 1) Highlands County Debris Load Ticket (as a title)
- 2) Contractor Name
- 3) Ticket Number
- 4) Debris Removal (Pick-up) Location
- 5) Debris Removal (Pick-Up) Location Departure Time
- 6) Date
- 7) Load Site Zone
- 8) Crew Number
- 9) Truck (Container) Number
- 10) Capacity (Container)
- 11) Total Debris Volume (Quantity)
- 12) DDM or Disposal Site Name (Location)
- 13) DDM or Disposal Site Time
- 14) Debris Classification (Vegetation, C&D, Mixed, Other)
- 15) Comment Section
- 16) Verification Signature Lines (Load Site, Dump Site Monitors and Contractor)

(d) Debris quantity and load tickets will be determined by contracted debris monitoring personnel or County personnel at the DDM ~~TDSR~~ and/or disposal sites.

(e) Load tickets will be issued by a Highlands County Load site monitor for the contracted debris monitoring contractor or the County and issued to vehicle operators upon completion of collection and prior to departure from at the collection site. Upon arrival at the dumpsite, the vehicle operator will give the five (5) copies to the Highlands County Disposal Site Monitor at the dumpsite, Highlands County will validate, retain one (1) copy and give one (1) copy to the driver and three (3) copies to the Contractor, (one copy for the sub-contractor and two copies for the prime contractor). Load tickets issued to the County and debris removal contractor to remain with debris removal contractor's records and DDMS or disposal sites.

(f) The Debris Removal Contractor will not be permitted to unload the debris at a DDM/dump site without an approved Load Ticket that was supplied by their assigned monitor.

(g) The Contractor will not receive a Load Ticket for any loads that were not observed by a Load

Site Monitor during loading without the approval of Highlands County.

- (h) The Debris Removal Contractor shall supply all Load Tickets for the use of tracking the loads into the DDM sites. The DDM Site Management Contractor shall supply all Load Tickets for the use of tracking the final haul out of processed debris.
- (i) A Highlands County Dump Site Monitor will determine the total cubic yards of material received by visual inspection of the load. Based on predetermined truck bed measurements, Trucks with less than full capacity or partial loads will be adjusted down during this visual inspection by Highlands County or designated monitoring contractor. Truck bed measurements will not be adjusted upward. Load measurements will be documented on Load Tickets.
- (j) Debris removal Contractor shall not in any way interfere with the load assessment determination and truck certification processes conducted by the debris monitoring contractor.
- (k) The Contractor shall keep a daily updated log, in each DDM site inspection tower, of all loads received, including the total volume of debris in each load.
- (l) The Contractor shall provide a copy of all daily log sheets at the end of each business day.

Section 5.06 DUMP/TIPPING FEES

- (a) Dump/tipping fees will be reimbursed at their actual cost with proper documentation, consisting of invoice and signed payment receipt from landfills other than Highlands County Solid Waste facilities.

Section 5.07 TRAFFIC CONTROL

- (a) The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal, state, and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. At a minimum, one flag person shall be posted at each entrance to the work area to direct traffic.
- (b) The Contractor shall be responsible for traffic control during operations performed by the Contractor's personnel and/or subcontractors. Traffic control shall be in conformance with the Federal Highway Administration, Manual on Uniform Traffic Control Devices, latest edition and the Florida Department of Transportation Roadway and Traffic Design Standards, latest edition.
- (c) The Contractor must be qualified and provide Highlands County with copies of certifications to conduct traffic control operations on roads in Highlands County.
- (d) The foregoing requirements are to be considered as minimum and the Contractor's compliance shall in no way relieve the Contractor of final responsibility for providing adequate traffic control devices and methods for the protection of the public and employees throughout the work areas.

Section 5.08 DEBRIS MANAGEMENT PLAN

- (a) The Contractor shall be a member of the debris management plan development team and assist the County with re-writing Highlands County's Disaster Debris Management Plan.

Section 5.09 STORM SEWER CLEANING

- (a) The Contractor shall provide all labor, equipment and materials necessary to remove debris, dirt, silt or any other foreign obstruction in order to restore maximum flow within the storm water conveyance system including inlet cleaning.

Section 5.10 SPECIFIC SERVICES

The contractor shall provide all labor, equipment and materials necessary to perform the following services:

- (a) **Private Property Demolition and Debris Removal** – As directed by the County the Contractor shall operate beyond the Public ROW only as identified and directed by the County.
- (b) See ATTACHMENT A – DEMOLITION CALCULATION SHEET for estimating debris quantities from demolishing single-family home and associated debris.
- (c) **Marine Debris Removal** – As directed by the County the Contractor shall clear canals and waterways of marine debris and shall be invoiced per Fee Schedule Other Services Pay Item 6 – Marine Debris Removal.
- (d) **Emergency Pumping Services** - As directed by the County, services may include, but not be limited to, pumping of streets, retention ponds, ditches, canals, other water bodies, and property to eliminate or curtail flooding.
- (e) **Citizen Site(s)** – Services may include, but not be limited to, receiving, removal and separation (as needed) of all debris brought to the site by Highlands County residents and County approved private contractors. The Contractor shall establish, manage, maintain, process and load all eligible debris and/or residue at all Citizen Sites and shall be invoiced per Fee Schedule Debris Removal (Load & haul) Pay Item 5 - Citizen Sites. Debris shall be separated by source (i.e. ROW, Citizen Site, Marine) and type (i.e. vegetative, construction & demolition, appliances & white goods, E-Waste, household hazardous waste, soil, mud, sand, vehicles and vessels, putrescent debris, and Hazardous waste).
- (f) **Sandbag Collection and Disposal** - At the direction of the County, services may be required to collect, remove, and dispose of filled sandbags. Disposal shall be taken to the Highlands County Solid Waste Management Facility and shall be invoiced per Fee Schedule for Other Services Pay Item 7 - Sandbag Collection and Disposal.
- (g) **Park Site Cleanup** – At the direction of the County, services may be required to load, haul, remove, reduce and dispose of debris in Highlands County Parks, to be paid for as eligible debris per contract unit cost for Fee Schedule for Debris Removal (Load & Haul) Pay Item 13 – Park Site Cleanup.

Section 5.11 HAZARDOUS OR TOXIC WASTE ISSUES

- (a) The Contractor shall collect, transport and dispose of Hazardous and or Toxic Waste (HTW) in accordance with all applicable federal, state and local laws, standards and regulations as directed by the County. The coordination for HTW removal and disposal at a lawfully permitted disposal facility shall be the responsibility of the Contractor.
- (b) The Contractor will be required to construct a containment area at the reduction site to store Hazardous Waste materials. This containment area will consist of an earth berm with a non-permeable soil line. The containment area must be covered at all times with a non-permeable cover.
- (c) All materials that are classified, Hazardous Waste shall be reported immediately to Highlands County. This material shall be segregated from the remaining debris using a method that will allow the remaining non-Hazardous Waste debris to be processed. All Hazardous debris will be moved and placed in the designated containment area.

Section 5.12 HAZARDOUS WASTE SPILLS

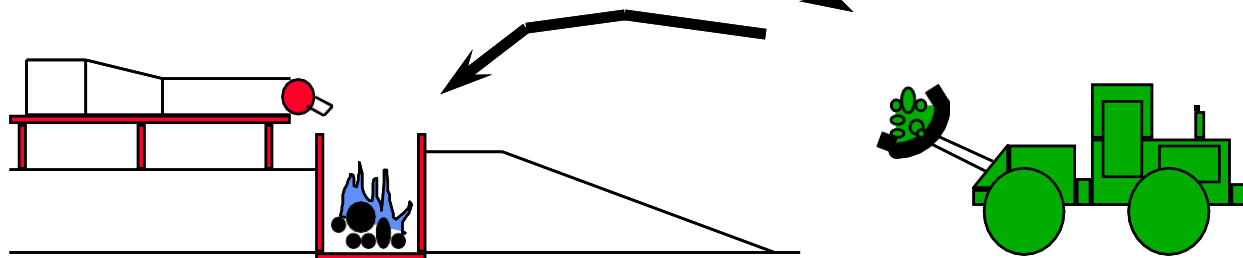
- (a) The Contractor shall be responsible for reporting to Highlands County and cleaning up all Hazardous material or waste spills caused by the Contractor's operations at no additional cost to Highlands County.
- (b) Immediate containment actions shall be taken as necessary to minimize effect of any spill or leak. Cleanup and reporting shall be in accordance with applicable federal, state, and local laws and regulations.
- (c) Spills shall be reported to the Florida Department of Environmental Protection (FDEP) State Warning Point and Highlands County immediately following discovery. A written follow-up report shall be submitted to Highlands County no later than seven (7) days after the initial report. The written report shall be in narrative form, and as a minimum shall include the following:
 - 1) Description of the material spilled (including identity, quantity, manifest number, etc.)
 - 2) Determination as to whether or not the amount spilled is EPA/FDEP reportable, and when and to whom it was reported.
 - 3) Exact time and location of spill, including description of the area involved.
 - 4) Receiving stream or waters.
 - 5) Cause of incident and equipment and personnel involved.
 - 6) Injuries or property damage.
 - 7) Duration of discharge
 - 8) Containment procedures initiated.
 - 9) Summary of all communications the Contractor has had with press, agencies, or Government officials other than Highlands County.
 - 10) Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

Section 5.13 ROLE AND RESPONSIBILITY OF DEBRIS MONITORING CONSULTANT

- (a) The County will employ the services of a debris monitoring contractor to provide oversight of the Contractor's operations. In this capacity, the contractor acts as the County's agent and has authority to act on its behalf, including direction to the Contractor on all operational, reporting and administrative matters.

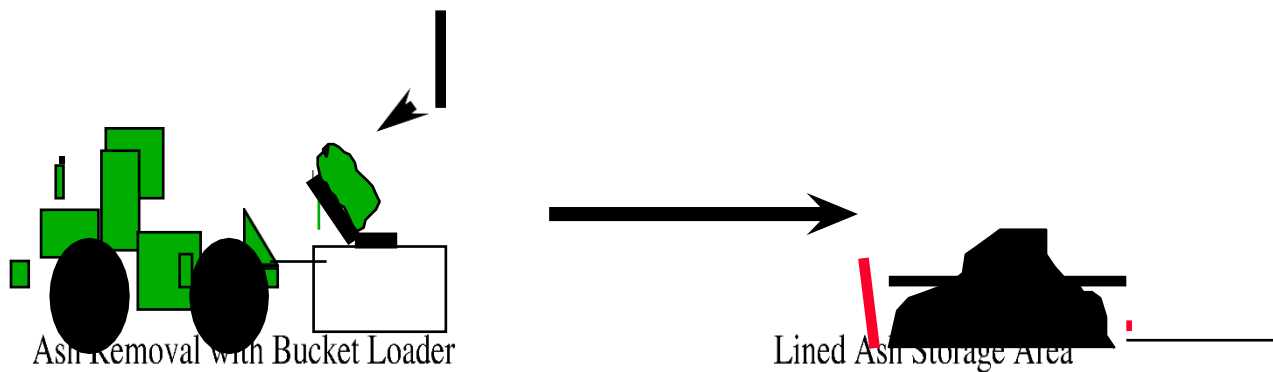
(b) All invoices shall be submitted to the assigned monitoring contractor for reconciliation and validation prior to submittal to the authorized County representative.

Flow Diagram for a Burning Operation



Air Curtain Burner

Debris Loader with Root Rake

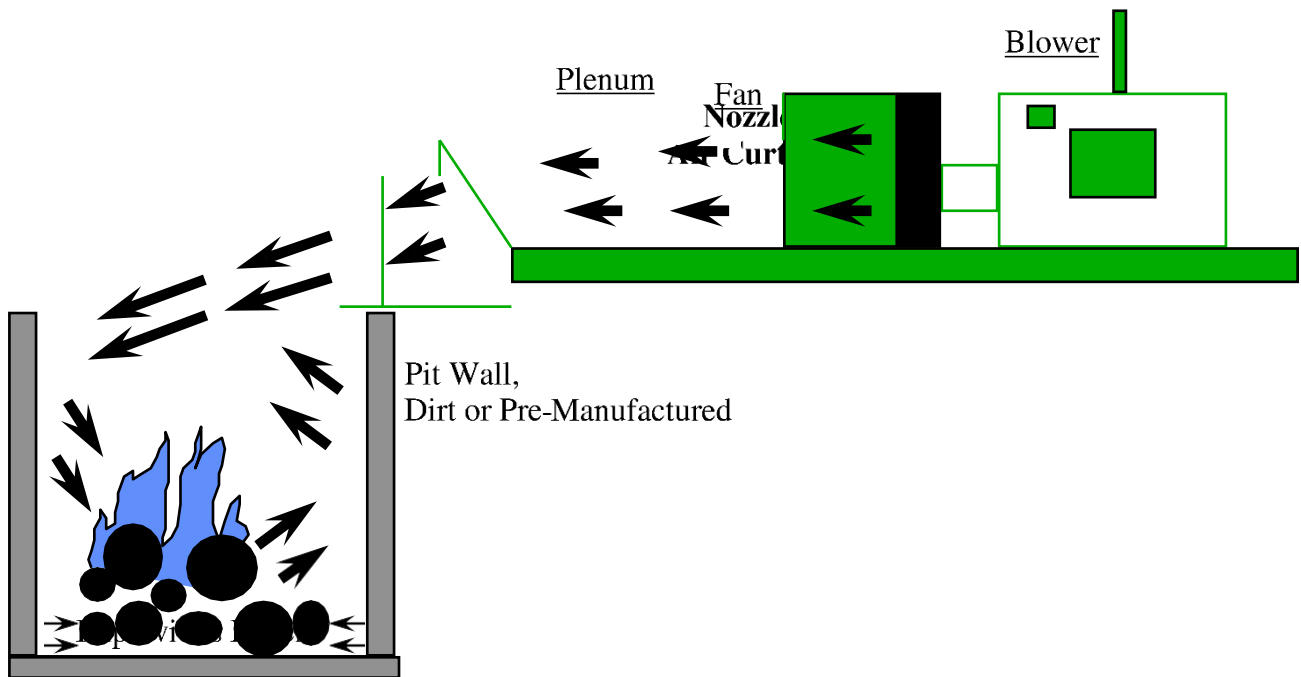


Ash Removal with Bucket Loader

Lined Ash Storage Area

Figure 1.

Overview of an Air Curtain Operation



A power source, either electric motor or diesel power unit, drives a fan which in turn creates an air curtain by forcing air through a plenum and nozzle. This high velocity air travels across the top of the pit, which a fire has been started.

The air curtain traps smoke and small particles and re-circulates them to enhance combustion and reduce smoke. The very large volume of air accelerates combustion and provides for high pit temperatures between 1800 degrees F and 2200 degrees F.

The pit provides a safe combustion chamber that helps prevent heat loss.

Figure 2.

Air Curtain Pit Burner

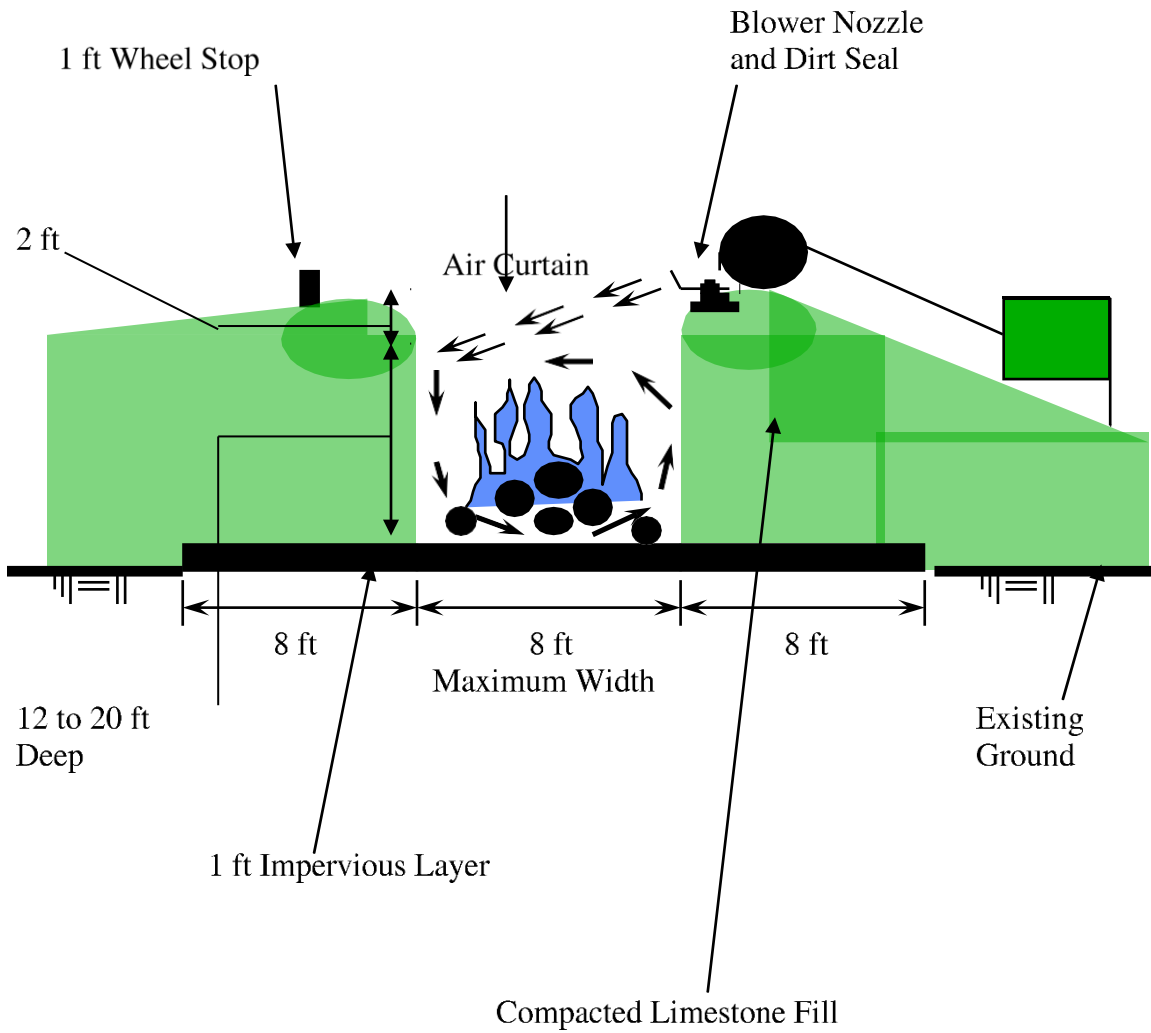
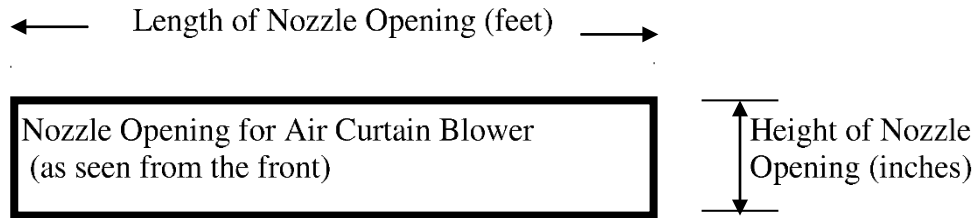


Figure 3.

Minimum Velocity and Volume Requirements For Air Curtain Blowers



Measure the velocity of the air curtain 1 inch in front of the nozzle opening using a hot-wire anemometer or other high accuracy velocity measuring instrument. The instrument must be capable of measuring velocities of up to 11,000 feet/minute. The instrument must be placed properly (parallel to the airflow) to obtain correct and reliable readings.

Take 5 air velocity readings, evenly distributed across the face of the opening. The minimum velocity for any of the 5 readings should not be less than 8,800 feet/minute. An average velocity can then be calculated with the following formula:

$$\text{Average Velocity (V)} = \frac{\text{Reading 1} + \text{Reading 2} + \text{Reading 3} + \text{Reading 4} + \text{Reading 5}}{5}$$

The volume rate of airflow exiting the air curtain nozzle can then be found by multiplying the average velocity with the area of the nozzle opening. Assuming that the velocity is measured in feet/minute, the nozzle length is measured in feet, and the nozzle height is measured in inches, then the volume rate of airflow can be calculated using the following formula:

$$VA = \frac{V \times L \times H}{12}$$

where: L = length of opening (feet)
H = height of nozzle opening (inches)
V = average velocity (feet/minute)
VA = volume rate of airflow (cubic feet/minute)

The volume rate of airflow should not be less than:

- 18,000 cfm for a 20 ft nozzle length
- 22,000 cfm for a 25 ft nozzle length
- 27,000 cfm for a 30 ft nozzle length
- 36,000 cfm for a 40 ft nozzle length

Figure 4.



<p>COUNTY DEBRIS LOAD TICKET</p> <p>Ticket No. 00001</p>	
Contractor's Name:	
Printed Driver's Name: _____	
Signature:	
Truck/Trailer Number:	
Measured Bed Capacity in cubic Yards:	
Departure Date:	Departure Time
Pickup Site Location *Must be street address or nearest intersection):	
County Road:	
Federal Aid Road:	
Municipal Road:	
Other:	
Type of Debris:	
	Burnable (Clean Wood Debris)
	Non-Burnable (Treated Lumber, Metals, C&D)
	Mixed (Burnable and Non-Burnable)
	Other (Define)
Print Name of Loading Site Monitor:	
Signature:	
Debris Disposal Site Location:	
Arrival Time:	
Estimated Quantity of Debris in Truck/Trailer:	
	Cubic Yards
Printed Name of Disposal Site Monitor:	
Signature:	
Remarks	

Figure 5.



HIGHLANDS COUNTY

EMERGENCY DEBRIS CLEARANCE – DAILY TIME VERIFICATION REPORT					
CONTRACTOR:			DATE:		
Equip/Crew Type	Equip/Crew Number	Total Shift Hours	Total Hours Idle	Total Hours	Location
TOTAL HOURS:					

Monitor's Name: _____ (Please Print Name)

Contractor Agent's Name: _____ (Please Print Name)

Figure 6.



HIGHLANDS COUNTY

DEBRIS REMOVAL – DAILY LOAD VERIFICATION REPORT

DEBRIS REMOVAL – DAILY LOAD VERIFICATION REPORT					
CONTRACTOR:		DDM LOCATION:		DATE:	DEBRIS TYPE:
TRUCK NO.		CAPACITY	C.Y. TOTAL	COMMENTS	
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
TOTAL CUBIC YARDS:					

Monitor's Name: _____ (Please Print Name)

Contractor Agent's Name: _____ (Please Print Name)

Figure 7.



HIGHLANDS COUNTY

ATTACHMENT A – DEMOLITION DEBRIS CALCULATION SHEET

Residential Buildings

A formula for estimating the debris quantities from a demolished single-family home and associated debris is:

$$L' \times W' \times S \times 0.20 \times VCM = \underline{\hspace{2cm}} \text{ cubic yards of debris (cy)}$$

Where:

L = length of building in feet
of building in feet

S = height of building expressed in stories
W = width
VCM = Vegetative Cover Multiplier

The vegetative cover multiplier is a measure of the amount of debris within a subdivision or neighborhood. The descriptions and multipliers are described as:

- **Light** (1.1 multiplier) includes new home developments where more ground is visible than trees. These areas will have sparse canopy cover.
- **Medium** (1.3 multiplier) generally has uniform pattern of open space and tree canopy cover. This is the most common description for vegetative cover.
- **Heavy** (1.5 multiplier) is found in mature neighborhoods and woodlots where the ground or houses cannot be seen due to the tree canopy cover.

The table below can be used to forecast debris quantities for totally destroyed single- family, single-story homes in the applicable vegetative cover category.

The amount of personal property within an average flooded single-family home has been found to be:

- 23-30 cy for homes without a basement
- 45-50 cy for homes with a basement

Mobile homes have less wasted space due to their construction and use. The walls are narrower, and the units contain more storage space. Therefore, the typical mobile home generates more debris by volume than a single-family home. Historically, the volume of debris from mobile homes has been found to be:

- 290 cy of debris for a single-wide mobile home
- 415 cy of debris for a double-wide mobile home

Outbuildings

All other building volumes may be calculated by using the following formula: $\underline{L' \times W' \times}$

$$\frac{H' \times 0.33}{27} = \underline{\hspace{2cm}} \text{ cubic yards of debris}$$

Where:

L = length of building in feet
building expressed in feet

W = width of building in feet
H = height of

0.33 is a constant to account for the "air space" in the building
27 is the conversion factor from cubic feet to cubic yards

ATTACHMENT B – STUMP CONVERSION TABLE

Diameter to Volume Capacity

FEMA quantifies the amount of cubic yards of debris for each size of stump base on the following formula:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root-Ball Diameter}^2 \times 0.7854) \times \text{Root-Ball Height}]}{46,656}$$

0.7854 is one-fourth Pi and is a constant.

46,656 is used to convert cubic yards and is a constant.

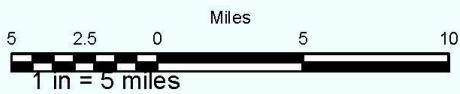
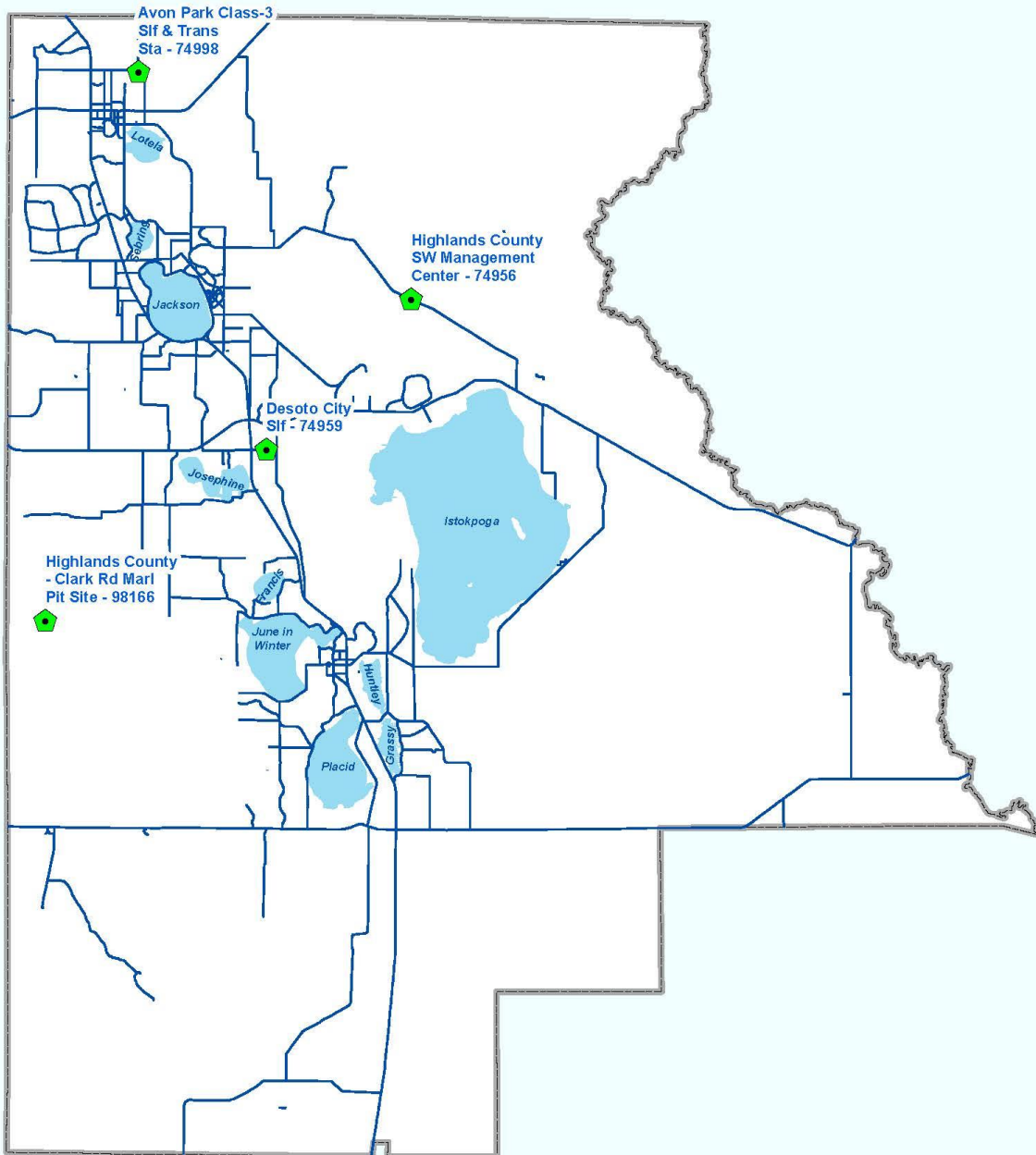
The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured 2 feet up from the ground
- Stump diameter to root-ball diameter ratio of 1:3.6
- Root-ball height of 31 inches

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

2019 HIGHLANDS COUNTY Disaster Debris Management Sites



Legend	
	Disaster Debris Site

SECTION VII. PROPOSAL FORMAT CRITERIA AND PRESENTATION CRITERIA

- A. Each Proposer must fully complete and submit the Proposal Submittal Form found within Section VIII of this RFP and provide all necessary documentation to fully demonstrate the Proposer's capabilities and qualifications in order to be considered responsive. Failure to supply the required documentation or failure to address all criteria will be grounds for rejection of the Proposal.
- B. Proposals must be sealed and marked with the name of the Proposer, the RFP number and title to identify the enclosed Proposal.
- C. Each Proposal shall include one (1) original and three (3) exact paper copies, and one (1) exact electronic copies (such as compact discs or thumb drives) of the Proposal, all of which are properly indexed and tabbed.
 - 1. Electronic copies:
 - a. No macros, audio-start media allowed.
 - b. PDF or Word formats are allowed.
 - c. The Proposer must ensure that the electronic copy includes only one (1) file of the entire submittal and that the electronic file is the exact copy of the original printed Proposal submitted by the Proposer, provided however, that confidential information is not required to be included in the electronic copy. If the Proposer chooses to include confidential information on the electronic copy, such information must be in a separate, second file marked "Confidential" in the file name.
- D. It is imperative that the information submitted is precise, clear, and complete. All Proposals must be presented in an 8 1/2" by 11" bound document. Proposals shall not exceed seventy-five (75) pages single sided print. Proposals not conforming to this format may be disqualified from further consideration. An example of the Evaluation Score Sheet is provided in Section VIII of this RFP.
- E. Following the evaluation of the Proposals, the committee will score the Proposers. The committee may make a recommendation for ranking at this meeting. At the discretion of the Evaluation Committee two or more Proposers may be shortlisted and asked to give a short presentation / interview as part of the selection and ranking process.
- F. Sections and subsections of the Proposal must correspond to the sequence/tabbed format identified below. Proposals should answer each heading and any sub-heading and be constructed in the following tabbed format, Tab A through Tab C.

TAB-A**----(No points)**

1. Proposal Submittal Form (required, see Section VIII of this RFP)
2. Table of Contents (optional)
3. Certification forms under Section XVIII - Drug Free Workplace Certification, Public Entities Crimes Sworn Statement, Discrimination Certification, Scrutinized Companies Certification, E-Verify Certification, and Local Preference Affidavit, if applicable.
4. Copy of sample Certificate of Liability Insurance as required in Section I, subsection N of this RFP (Copy of Accord Insurance Form that the Firm holds)
5. A. Among the many federal funding requirements, 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) mandates that the Prime Contractor partakes in five “affirmative steps” designed to ensure that small and minority- owned, women-owned business enterprises, and labor surplus area firms have been, and for the duration of the project continue to be, afforded subcontracting opportunities. These affirmative steps are:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
 - d. . Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 - e Using the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.

In order to adequately document that the proposer has fulfilled this requirement, the proposer shall complete the provided “Affidavit of Compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) Requirements”. The affidavit shall be notarized for this bid to be responsive and evidence of affirmative steps.

- B. The proposer shall also attach to the affidavit documentation evidencing that affirmative steps 1 – 3 above were taken in the preparation and submission of this bid. Such evidence shall include:
 - a .Copies of announcements/postings in newspapers, emails, web-postings, or other media for specific contracting/subcontracting opportunities that target small and minority businesses and women’s business enterprises;
 - b. Copies of announcements/postings of contracting/subcontracting opportunities in trade publications, minority, or women’s media that target small and minority businesses and women’s business enterprises.

- c. Documentation of sources used to identify potential small and minority businesses and women's business enterprises. A suggestion would be searching through the SBA's Dynamic Small Business directory at the following internet address: <http://dsbs.sba.gov> to search for registered minority and small businesses.

NOTE: Failure to submit an executed and notarized "Affidavit of Compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) Requirements" and to attach the documents requested in subsection 3.D. to that affidavit may necessitate the bid being rejected as nonresponsive. Include this Affidavit and evidence of steps under Tab A of your Proposal

6. The awarded contractor will be monitored by the County for continued compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds). The ability for that awarded contractor to be awarded federally funded contracts in the future may be jeopardized should that awarded contractor fail to comply with the intent and spirit of 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds).

The pages from Tab-A do not count toward the seventy-five (75) page allowance.

TAB-B

1. **Introduction of your Organization** (0 points)
 - a.
2. **Project Understanding/Technical Approach** (Maximum of 40 points)
 - b. Describe understanding of requested scope of Debris Management Services.
 - c. Describe approach.
 - d. Provide a detailed operational plan, outlining the methodology for meeting production rates established herein. This operational plan should fully and completely demonstrate the proposers intended methods in performing the contract and specifically identify obligations of the County (e.g. services and operation and requirements) upon which the approach is contingent. The proposer shall confirm its understanding of the scope of services and its commitment to fully comply with all contractual requirements.
 - e. Describe the firm's ability to handle multiple contractual obligations in the event of a regional, statewide or national disaster(w) involving a number of public entity clients under contract for similar support. Detail how the firm will ensure this contract is serviced as a priority client.
 - f. Provide a detailed communication plan for daily transmittal of data to the debris monitoring contractor, including, but not limited to, load tickets.
 - g. Describe the firm's understanding of the truck certification process per FEMA's Debris Management Plan.
 - h. Provide a detailed listing of all awarded contracts your firm currently has within the state of Florida.
 - i. Provide a comprehensive mobilization plan, identifying the firm's strategy to commence mobilization staging efforts from as early as 10 days prior to projected landfall to two weeks post-landfall, in accordance with production rates established herein.
3. **Ability of Personnel** (Maximum of 20 points)

- j. Identify the Project Manager, who shall be a full-time employee of Proposer, and provide a comprehensive resume documenting experience and expertise in debris removal, solid waste and hazardous waste management and disposal.
 - 1) Experience of the Project Manager or equivalent capacity managing hurricane debris monitoring for three (3) government entities each involving a minimum of 500,000 cubic yards of debris. For each government entity, provide a reference contact name, address, email address, telephone numbers, dates of the contract and debris volume in cubic yards.
 - 2) Describe Project Manager's knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.
- k. Identify each principal of the firm and other "key personnel" who will be associated with the County. Describe their respective areas of expertise, include tier personalized resumes, which identify the qualification, training and experience of each key personnel.
- l. Provide an organizational chart identifying the operational structure and reporting hierarchy. Include a listing of the project manager and other key staff, by position, to be assigned to provide the required services and comprehensive resumes for each describing experience, training and education in the required services. Provide a listing of other positions that will be used in contract performance. Provide quantities for each position. Identify staff experience working with governmental entities and list those projects. Identify the Project Manager, who shall be a full-time employee of Proposer, and provide a comprehensive resume documenting experience and expertise in debris removal, solid waste and hazardous waste management and disposal.
- m. Provide a project team organizational chart and describe the level of involvement anticipated with County staff.
- n. Identify any proposed subcontractors (if any) by listing name, address, point of contact, telephone number and a description of the work that will be performed.
- o. Illustrate the organization as it relates to Debris Management services.
- p. Indicate the general and specific related qualifications of the firm, their capability to provide indicated services, response time, including training and experience of all the proposed staff. Indicate the adequate depth and abilities from within the organization which can be drawn upon as needed, to include management, technical, and support staff.
- q. Information describing company's technical and construction capabilities.
- r. Equipment resources (company versus sub-contractor owned)
- s. List of sub-contractors.
- t. Past performance on contracts and other accomplishments.
- u. Local participation in the Contractor's plan (provide a sub-contracting plan).
- v. Sample of sub-contracting contracts.

- w. Public announcements/notices, including specific date on proposed venues.
- x. Ability to track and record all work for invoices and auditing purposes.
- y. Construction drawings for temporary inspection towers.
- z. Provide a management plan for each category of work describing what actions will be taken for a disaster generating debris in the amount shown below. The plan should include

item such as; number and locations of DDM sites, minimum size, type and numbers of hauling equipment, management and supervision staff, and the methodology for scheduling and routing the removal of debris.

4. Relevant Firm Experience

(Maximum of 40 points)

- aa. Provide a description and history of the firm focusing on the following:
1. Experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal within the past five (5) years.
 2. Documented knowledge and experience with State of Florida and local emergency agencies, Star of Florida and Federal Emergency Management agency (FEMA) programs, funding sources and reimbursement processes.
 3. Experience demonstrating knowledge of environmental requirements.
 4. Experience in all aspects of emergency debris management to include procurement, operation, planning, contract management and accounting systems.
 5. Comprehensive list of proposed subcontractors.
 6. Comprehensive list of proposed equipment. Provide specific type and quantities. Delineate prime and subcontractor resources separately.
- bb. Company background.
- cc. Provide a list of any contracts terminated for default in the last ten (10) years. Provide a narrative that describes the circumstances surrounding the termination for default.
- dd. List all other contracts the Contractor currently has in place as of the submission date for proposals for similar services to include the name and location of the entity and contract duration.
- ee. Provide a comprehensive management plan inclusive of the firm's policies and procedures library. The personnel policy shall specifically address disciplinary methodology for infractions, including but not limited to sexual harassment.
- ff. Provide a detailed description of all changes made to the firm's policies and procedures as a result of the 2017 hurricane season. If no changes were made please indicate as such.
- gg. Describe/staff training and experience (list all certifications).
- hh. Provide example flow schematics from at least three (3) projects for a public safety organization of similar size of larger than Highlands County performed by your firm in the past three (3) years, in the State of Florida.
- List and provide copies of the applicable certification/licenses/credentials of the person designated in Tab B, section 4, above, and describe their experience for the service being proposed.

5. Fee Schedule

(Maximum of 40 points)

Each proposer shall complete and submit the Fee Schedule included herein to be considered for award. Proposer should submit its fee schedule as part of the proposal for all its Services. The hourly fees shall include ALL costs associated with the performance of the contract including travel and out-of-pocket expenses. The County may further negotiate fees with the successful Contractors.

6. References

(0 points)

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

7. Litigation History

(0 points)

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

TAB-C _____

----(No points)

The Proposer may include additional material that the Proposer deems to be pertinent, but not specifically requested pursuant to this RFP. Please note that pages under Tab-C count toward the seventy-five 75-page allowance. Material in this section cannot be substituted for the documents that must be included in the Proposal under Tabs A and B pursuant to subsection F of this Section.

G. PRESENTATIONS *(If Requested by Committee)*

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

-END OF SECTION-

SECTION VIII. PROPOSAL SUBMITTAL FORM INCLUDING FEE SCHEDULE

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

RFP IDENTIFICATION: RFP 20-017 – DISASTER DEBRIS REMOVAL AND RECOVERY SERVICES

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

PROPOSAL SUBMITTED BY:

Proposer's Name

Proposer's Authorized Representative's Name

Proposer's Address 1

Proposer's Address 2

Contact's Name (Print)

Contact's E-mail Address

Contact's Phone Number

Duns Number

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

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

Date	Number	Date	Number	Date	Number	Date	Number

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

PROPOSAL SUBMITTAL FORM CHECKLIST

- The following documentation is included with this RFP and must be included with submittal:

FORM TO SUBMIT WITH PROPOSAL	Check if included or circle one		
Complete Proposal Submittal Form and Fee Schedule (pages 73 to 90)	REQUIRED	YES	NO
Drug Free Workplace Certification	REQUIRED	YES	NO
Public Entity Crimes Sworn Statement	REQUIRED	YES	NO
Discrimination Certification	REQUIRED	YES	NO
Scrutinized Company Certification	REQUIRED	YES	NO
Conflict/Non Conflict of Interest Form	REQUIRED	YES	NO
Authorized Signatories/Negotiator Form	REQUIRED	YES	NO
Accord Insurance Form	REQUIRED	YES	NO
E Verify Certification	REQUIRED	YES	NO
Certification of Restrictions on Lobbying Form (submit with proposal or within 3 business days of County's request)	REQUIRED within 3 days of request	YES	NO
Affidavit for Compliance with 2 CFR 200.321 and evidence of affirmative steps taken	REQUIRED	YES	NO
Federal Debarment Certification	REQUIRED	YES	NO

EMERGENCY DEBRIS CLEARANCE (PUSH)

FEE SCHEDULE		
ITEM	DESCRIPTION	PRICE
1.	Dump Truck, 16-20 yd ³ capacity, with Operator	\$ /hr
2.	Rubber Tired Front-end Loader, 3-5 yd ³ capacity, with Operator	\$ /hr
3.	Two (2) Person Laborer Crew with Chainsaws, 16”min bar, traffic flags, and misc. small tools (axes, shovels, safety equip.)	\$ /hr
4.	Crew Foreman with Pickup Truck, ½-1 Ton, and cellular phone.	\$ /hr
5.	Track Hoe Excavator, 2-3 yd ³ bucket with operator	\$ /hr
6.	Low Bed Equipment Trailer, 35 Ton capacity, and Tractor Truck with operator	\$ /hr

Please note the County will not allow rates that exceed the latest “FEMA Schedule of Equipment Rates.”

The Proposer shall provide all labor, tools, equipment, mobilization, demobilization and other resources required to complete the requirements of the scope of services for the unit prices listed which shall include bonds, insurance, overhead and profit:

DEBRIS REMOVAL (LOAD & HAUL)

ITEM	DESCRIPTION	UNIT	COST
1. Removal of Vegetative Debris from assigned load site to DDMS, including removal, loading, sorting, hauling, etc,			
Item No.	Mileage Radius	Unit	Cost
1A.	0-15 miles	Cubic Yard	\$
1B.	16 - 30 miles	Cubic Yard	\$
1C.	31 - 60 miles	Cubic Yard	\$

FEE SCHEDULE CONTINUED

DEBRIS REMOVAL (LOAD & HAUL) CONTINUED

2. Removal of Construction and Demolition Debris and White Metal Debris from assigned load site to DDMS, including removal, loading, sorting, hauling, etc.

Item No.	Mileage Radius	Unit	Cost
2A.	0-15 miles	Cubic Yard	\$
2B.	16 - 30 miles	Cubic Yard	\$
2C.	31 - 60 miles	Cubic Yard	\$

3. Removal of Hazardous Waste Debris from Curbside from assigned load site to DDMS, including removal, loading, sorting, hauling, etc.

Item No.	Mileage Radius	Unit	Cost
3A.	0-15 miles	Cubic Yard	\$
3B.	16 - 30 miles	Cubic Yard	\$
3C.	31 - 60 miles	Cubic Yard	\$

4. Removal of Silt and Sand Deposits from assigned load site to DDMS, including removal, loading, sorting, hauling, etc.

Item No.	Mileage Radius	Unit	Cost
4A.	0 -15 miles	Cubic Yard	\$
4B.	16 - 30 miles	Cubic Yard	\$
4C.	31 - 60 miles	Cubic Yard	\$

5. Citizen Site Storage, Processing, Management, Sorting, Hauling, Final Disposal

Item No.	Mileage Radius	Unit	Cost
5A.	0-15 miles	Cubic Yard	\$
5B.	16 - 30 miles	Cubic Yard	\$
5C.	31 - 60 miles	Cubic Yard	\$

6. Hazardous Stumps as specified (To include grubbing, removal, disposal and any fill dirt and seeding required to level and restore the removal area)

Item No.	Description	Unit	Cost
6A.	Greater than 24" to 48"	Each	\$
6B.	Greater than 48"	Each	\$

7. Hazardous Limbs (To include removal and disposal of hazardous hanging limbs)

Item No.	Description	Unit	Cost
7.	Greater than 2"	Each	\$

FEE SCHEDULE CONTINUED

DEBRIS REMOVAL (LOAD & HAUL) CONTINUED

8. Hazardous Tree & Leaners Removal (To include removal of eligible hazardous trees and leaners from the ROW and be properly disposed of as eligible debris.)

Item No.	Description	Unit	Cost
8A.	6" to 12.99"	Each	\$
8B.	13" to 24.99"	Each	\$
8C.	25" to 36.99"	Each	\$
8D.	37" to 48.99"	Each	\$
8E.	Greater than 49"	Each	\$

9. Spoiled Food and Non-Hazardous Waste removal and disposal (Removal shall include sorting, loading, handling, staging, and hauling to the final disposal site.)

Item No.	Description	Unit	Cost
9.	Spoiled Food and Non-Hazardous Waste Removal and disposal	Ton	\$

10. Household Hazardous Waste (HHW) Debris Removal from Structures (Search safely accessible residential structures, including garages and detached outbuildings for HHW debris for removal. At a minimum the removal shall include sorting, handling, loading, staging, and placing the debris on public ROW for removal and disposal by other pay items in the proposal.)

Item No.	Description	Unit	Cost
10.	Household Hazardous Waste (HHW) Debris Removal from Structures	/sq. ft. of floor space	\$

11. Removal of Unsafe Debris from Within Private or Public Structures (The Contractor shall operate within public or private structures only as identified and directed by Highlands County. Operations beyond the ROW on private property shall be only as necessary to abate imminent and significant threats to public health and safety of the community and shall include, but in not limited to removing, sorting, loading, and placing the debris on public ROW for removal and disposal by other pay items in the proposal.)

Item No.	Description	Unit	Cost
11.	Removal of Unsafe Debris from Within Private and Public Structures	/sq. ft. of floor space	\$

FEE SCHEDULE CONTINUED

DEBRIS REMOVAL (LOAD & HAUL) CONTINUED

12. Private and Public Property Demolition and Debris Removal (The Contractor shall operate beyond the Public Right of Way (ROW) only as identified and directed by Highlands County. Operations beyond the ROW on private property shall be only as necessary to abate imminent and significant threats to public health and safety of the community and shall include, but not be limited to the demolition of structures and processing of structural construction debris and materials to include all manpower, equipment, materials, environmental mitigation, sorting, loading and hauling of the debris to an approved DDM site.)

Item No.	Description	Unit	Cost
12A.	Demolish/Dispose of Predominately Concrete Block Structure.	Cubic Yard	\$
12B.	Demolish/Dispose of Predominately Wood Frame Structure	Cubic Yard	\$
12C.	Demolish/Dispose of Predominately Metal/Steel Structure	Cubic Yard	\$
12D.	Demolish/Dispose of Surface Improvements (Pool Deck, Driveways, Sidewalk, Slabs)	Cubic Yard	\$
12E.	Septic Tank Abandonment and Removal	Each	\$
12F.	Demolish and Remove Above-Ground Pool, Empty or Filled with Water	Square Feet	\$
12G.	Excavate Dirt, Demolish and Remove in-Ground Concrete Pool Filled with Dirt	Square Feet	\$
12H.	Excavate Dirt, Demolish and Remove In-Ground Fiberglass Pool Filled with Dirt	Square Feet	

13. Parks site Cleanup (To include Removal, Loading, Hauling, Storage, Processing, Management, Reducing and Final Disposal of Debris.)

Item No.	Description	Unit	Cost
13.	Park Site Cleanup	Cubic Yard	\$

FEE SCHEDULE CONTINUED

DDM SITE MANAGEMENT

1. Management, Processing, and Loading of all debris and/or residue at the DDM sites; Including locating, preparing, and layout of sites; management, maintenance, and operation of the DDM sites; the receiving, sorting, segregation, processing, and reduction of debris, loading (As described in other sections of this contract and directed by Highlands County)

Item No.	Description	Unit	Cost
1.	Management, Processing and Loading of all debris and/or residue at the DDM sites	Cubic Yard	\$

2. Final Removal, Loading, Haul out and final disposal of all eligible processed debris and/or residue from the DDM site to a designated and authorized landfill or recycling facility.

Item No.	Mileage Radius	Unit	Cost
2A.	0 -15 miles	Cubic Yard	\$
2B.	16 - 30 miles	Cubic Yard	\$
2C.	31 - 60 miles	Cubic Yard	\$
2D.	61 – 90 miles	Cubic Yard	\$
2E.	91 + miles	Cubic Yard	\$

3. Final Removal, Loading, Haul out and final disposal of all eligible processed debris and/or residue from the DDM site to a designated and authorized landfill or recycling facility.

Item No.	Mileage Radius	Unit	Cost
3A.	0 -15 miles	Ton	\$
3B.	16 - 30 miles	Ton	\$
3C.	31 - 60 miles	Ton	\$
3D.	61 – 90 miles	Ton	\$
3E.	91 + miles	Ton	\$

**FEE SCHEDULE CONTINUED
OTHER SERVICES**

1. Storm Sewer Cleaning (To include labor, equipment and materials necessary to remove debris, silt, dirt or any other foreign obstruction from storm water conveyance systems including inlet cleaning including sorting, loading, screening, and hauling of the debris to an approved DDM site.)

Item No.	Description	Unit	Cost
1.	Storm Sewer Cleaning	Foot	\$

2. Freon Recovery (As specified the Contractor shall remove and recover Freon from any White Metal Debris, such as refrigerators, freezers, or air conditioners, at the DDM site or final disposal site in accordance with all federal, state and local rules, regulations and laws. The Contractor must have all required license and certifications to perform work.)

Item No.	Description	Unit	Cost
2A.	Freon Recovery	Pound	\$
2B.	Freon Recovery	Unit	\$

3. Putrescent Debris Removal and Disposal (To include removal, transport, and disposal at a County designated disposal site.)

Item No.	Description	Unit	Cost
3.	Putrescent Debris Removal and Disposal	Pound	\$

4. Fill Dirt

Item No.	Description	Unit	Cost
4.	Fill Dirt	Cubic Yard	\$

5. Construction and Demolition Debris

Item No.	Description	Unit	Cost
5.	Construction and Demolition Debris	Ton	\$

6. Marine Debris Removal (To clean canals and waterways of marine debris to include Removal, Loading, Hauling, Storage, Processing, Management, Reducing and Final Disposal of Debris.)

Item No.	Description	Unit	Cost
6.	Marine Debris Removal	Cubic Yard	\$

7. Sand Bag Collection & Disposal (To include collection, removal and disposal of filled sandbags)

Item No.	Description	Unit	Cost
7.	Sand Bag Collection & Disposal	Each	\$

8. Hazardous and/or Toxic Waste Disposal

Item No.	Description	Unit	Cost
8.	Hazardous and/or Toxic Waste Disposal	Ton	\$

**FEE SCHEDULE CONTINUED
OTHER SERVICES CONTINUED**

9. Ash Disposal			
Item No.	Description	Unit	Cost
9.	Ash Disposal	Ton	\$

10. Beach Restoration		
Item No.	Description	Cost
10.	Beach Restoration <i>(Provide Detailed Proposal)</i>	

11. Sunken Vessel Removal		
Item No.	Description	Cost
11.	Sunken Vessel Removal <i>(Provide Detailed Proposal)</i>	

OTHER MISCELLANEOUS DISASTER RELATED SERVICES

Other Miscellaneous Disaster Related Services (Provide a detailed description for other Disaster Related Services your company can supply.)		
Item No.	Description	Cost
1.		
2.		
3.		
4.		
5.		
6.		
7.		

Proposer: _____

Signature: _____

Name: _____

Date: _____

THE ADDITIONAL RATES REQUESTED WILL BE ORDERED AT THE UNIT PRICES PROVIDED SHOULD THEY BE NEEDED BY THE COUNTY BELOW. THEY WILL NOT BE A FACTOR IN THE EVALUATION OF COST

FEE SCHEDULE, ADDITIONAL RATES		
<i>All hourly/day equipment rates shall include operator, fuel and maintenance costs.</i>		
Equipment/Personnel/Supplies	Hourly Rate/Unit of Measure	Daily Rate/Cost
35 Ton Crane, Grove GMK2035, or Equal	\$	\$
Stump Grinder, Vermeer SC752 or Equal	\$	\$
Stump Grinder, Vermeer SC60TX or Equal	\$	\$
Trackhoe, John Deere 200LC or Equal	\$	\$
Wheel Loader, John Deere 644 or Equal	\$	\$
Dozer, Caterpillar D-6R or Equal	\$	\$
Front End Loader, John Deere 544 or Equal	\$	\$
Rubber Tire Backhoe, John Deere 410G or Equal	\$	\$
Motor Grader, John Deere 670 or Equal	\$	\$
Skid Steer Loader, 2,700 lb. Lift Capacity w/ Grapple Bucket	\$	\$
Tractor with Box Blade	\$	\$
50' Bucket Truck	\$	\$
Equipment Transport (Tractor w/50 ton Lowboy Trailer)	\$	\$
5-14 Cubic Yard Dump Truck	\$	\$
15-24 Cubic Yard Dump Truck	\$	\$
25-34 Cubic Yard Dump Truck	\$	\$
35-44 Cubic Yard Dump Truck	\$	\$
45-54 Cubic Yard Dump Truck	\$	\$
55-64 Cubic Yard Dump Truck	\$	\$
65-74 Cubic Yard Dump Truck	\$	\$
75+ Cubic Yard Dump Truck	\$	\$
Tub Grinder, Diamond Z or Equal	\$	\$
Water Truck (2,000 Gallon)	\$	\$

Proposer: _____

FEE SCHEDULE, ADDITIONAL RATES (Continued)*All hourly/day equipment rates shall include operator, fuel and maintenance costs.*

Equipment/Personnel/Supplies	Hourly Rate/Unit of Measure	Daily Rate/Cost
Pickup Truck	\$	\$
Pickup Truck, Extended Cab	\$	\$
Pickup Truck, 4X4	\$	\$
Pickup Truck, 1 Ton	\$	\$
Box Truck	\$	\$
Passenger Car	\$	\$
20' Response Trailer	\$	\$
36' Response Trailer	\$	\$
Office Trailer	\$	\$
Flatbed Trailer, 10 Ton w/Pintle Hitch	\$	\$
12' Work Boat w/Motor	\$	\$
12' Work Boat wo/Motor	\$	\$
Vacuum Truck/Jetter, 3,500 Gallon	\$	\$
Grapple/Knuckleboom Truck, 24 cu. yd.	\$	\$
30 Yard Roll Off Containers	\$	\$
Crew Cab	\$	\$

Proposer: _____

FEE SCHEDULE, ADDITIONAL RATES (Continued)*All hourly/day equipment rates shall include operator, fuel and maintenance costs.*

Equipment/Personnel/Supplies	Hourly Rate/Unit of Measure	Daily Rate/Cost
Personal Protective Equipment Level A, DuPont TK554T, or equal	\$	\$
Personal Protective Equipment Level B, DuPont TK555T, or equal	\$	\$
Personal Protective Equipment Level C	\$	\$
Cascade Air System	\$	\$
Air Filtration Panel	\$	\$
Airline Respirator (includes 150' of Airline), Scott 4500PSI, or equal	\$	\$
High Hazard Personnel Decontamination, TV1, or equal	\$	\$
Low Hazard Personnel Decontamination, HydroTherm #4, or equal	\$	\$
Portable Eyewash Station	\$	\$
First Aid Station	\$	\$
Personnel Retrieval System	\$	\$
Personnel Retrieval Harness	\$	\$
Combustible Gas Indicator, Ion Science, or equal	\$	\$
Toxic Gas Detector, Ion Science, or equal	\$	\$
Photoionization Detector	\$	\$
Hazmat Kit	\$	\$
Hand Auger, Stainless Steel	\$	\$
Mechanized Broom	\$	\$

Proposer: _____

FEE SCHEDULE, ADDITIONAL RATES (Continued)*All hourly/day equipment rates shall include operator, fuel and maintenance costs.*

Equipment/Personnel/Supplies	Hourly Rate/Unit of Measure	Daily Rate/Cost
Hand Operated Transfer Pump	\$	\$
1" Diaphragm Pump	\$	\$
2" Diaphragm Pump	\$	\$
2" Diaphragm Pump S.S.	\$	\$
3" Diaphragm Pump	\$	\$
6" Diaphragm Pump	\$	\$
1" Suction or Discharge Hose	\$	\$
2" Suction or Discharge Hose	\$	\$
3" Suction or Discharge Hose	\$	\$
6" Suction or Discharge Hose	\$	\$
2" Chemical Suction or Discharge Hose	\$	\$
3" Chemical Suction or Discharge Hose	\$	\$
6" Chemical Suction or Discharge Hose	\$	\$
Small Compressor	\$	\$
185 CFM Compressor	\$	\$
Air-hose Section	\$	\$
Portable Light Stand	\$	\$
Diesel Powered Generator, 60kw - 80kw, 3 phase, 240/480 volt, trailer mounted, including 50' of cabling w/plug	\$	\$
Electrical Cable Section (50')	\$	\$
Spike Bar	\$	\$
Airless Spray	\$	\$
Pressure Washer	\$	\$
Floating Environmental Screens	\$	\$

Proposer: _____

FEE SCHEDULE, ADDITIONAL RATES (Continued)*All hourly/day equipment rates shall include operator, fuel and maintenance costs.*

Equipment/Personnel/Supplies	Hourly Rate/Unit of Measure	Daily Rate/Cost
Environmental Mats	\$	\$
Water hose Section (Garden)	\$	\$
Cutting Torch	\$	\$
Wire Welder	\$	\$
Air Blower	\$	\$
HEPA Vac	\$	\$
Barrel Cart	\$	\$
Wheelbarrow	\$	\$
Oil Dry Spreader	\$	\$
Traffic Control Vest, Cones, Flags, Barrels, etc.	\$	\$
Drill with Bits	\$	\$
Grounding Cable and Rod	\$	\$
Circular Saw	\$	\$
Hand Tools Per Employee (Shovels, brooms, etc.)	\$	\$
Tool Kit (Hammers, Pliers, Screwdrivers, etc.)	\$	\$
Wrench Kit (Bung wrench, speed wrench, etc.)	\$	\$
Step Ladder	\$	\$
Extension Ladder	\$	\$
Photographic Equipment	\$	\$
Portable Toilet	\$	\$
Level A Suit, DuPont RS562T	\$	\$
Level B Suit, DuPont C3123T	\$	\$
Level C Suit, DuPont C2127T	\$	\$

Proposer: _____

FEE SCHEDULE, ADDITIONAL RATES (Continued)*All hourly/day equipment rates shall include operator, fuel and maintenance costs.*

Equipment/Personnel/Supplies	Hourly Rate/Unit of Measure	Daily Rate/Cost
Proshield, DuPont NG127s, or equal	\$	\$
Saranex, DuPont SL127T, or equal	\$	\$
Acid Suit	\$	\$
Rain Suit	\$	\$
Noeprene Gloves, pair	\$	\$
Nitrile Gloves, pair, 15 mil, 13"	\$	\$
Silvershield Gloves, pair	\$	\$
PVC Gloves, pair	\$	\$
Cotton or Latex Gloves, pair	\$	\$
Leather Work Gloves, pair	\$	\$
PVC Boots (Hazmat), pair	\$	\$
Boot Covers, pair	\$	\$
Hearing Protection	\$	\$
Detector Tubes	\$	\$
pH Paper	\$	\$
Spill Classifier	\$	\$
Vehicle Use – Pickup, Vans, Cars	\$	\$
Vehicle Use – Trailers, Heavy Trucks	\$	\$
SCBA Bottle Refill	\$	\$
Respirator Airline, 50' Section	\$	\$
Respirator Cartridges	\$	\$
Handheld Radios	\$	\$

Proposer: _____

FEE SCHEDULE, ADDITIONAL RATES (Continued)*All hourly/day equipment rates shall include operator, fuel and maintenance costs.*

Equipment/Personnel/Supplies	Hourly Rate/Unit of Measure	Daily Rate/Cost
5”X10’ Absorbent Boom- Petroleum, CEP-WB510, or equal	\$	\$
8”X10’ Absorbent Boom – Petroleum, CEP-WB810, or equal	\$	\$
3”X12’ Absorbent Boom – Universal, CEP-HAZSOCIO, or equal	\$	\$
Absorbent Pads Bundle – Petroleum, CEP-WP100H, or equal	\$	\$
Absorbent Pads Bundle – Universal, CEP-OPP15, or equal	\$	\$
Oil Dry, CEP-FLAB50, or equal	\$	\$
Peat Moss, CEPEXSORB, or equal	\$	\$
Vermiculite, CEP-VERM4, or equal	\$	\$
Soda Ash Bag, CEP-SODASH, or equal	\$	\$
4 mil 20X100 Polyethylene	\$	\$
6 mil 20X100 Polyethylene	\$	\$
6 mil Bags	\$	\$
Duct Tape, roll	\$	\$
55 – Gallon Drum, CEP-SD55THNEW, or equal	\$	\$
55 – Gallon Drum Liners, 10 mil	\$	\$
Fiber Drums, CEP-FIB30L, or equal	\$	\$
30 Gallon Over-pack, CEP-1230YE, or equal	\$	\$
95 Gallon Poly Over-pack, CEP1237YE, or equal	\$	\$
DOT Hazardous Waste Labels	\$	\$
Fire Extinguisher	\$	\$
Caution/Hazard Tape	\$	\$
Respirator Wipes	\$	\$
Kappler ChemTape, 10’ roll	\$	\$
Tarps, (12 x 16) Each	\$	\$
Tarps, (8 x 10) Each	\$	\$
Tarps, (20 x 24) Each	\$	\$

Proposer: _____

FEE SCHEDULE, ADDITIONAL RATES (Continued)*All hourly/day equipment rates shall include operator, fuel and maintenance costs.*

Equipment/Personnel/Supplies	Hourly Rate/Unit of Measure	Daily Rate/Cost
Bottled Drinking Water, 1 gallon	\$	\$
Packaged Ice, pound	\$	\$
Meals Ready to Eat, each	\$	\$
Climber with Gear	\$	\$
Superintendent with Truck	\$	\$
Foreman with Truck	\$	\$
Operator with Chainsaw	\$	\$
Survey Personnel with Vehicle	\$	\$
Traffic Control Personnel	\$	\$
Inspector with Vehicle	\$	\$
Safety Superintendent	\$	\$
Laborer	\$	\$
Project Coordinator	\$	\$
Field Hazardous Material Manager	\$	\$
Hazardous Material Containment Area Manager	\$	\$
Field Project Supervisor	\$	\$
Hazardous Material Containment Area Supervisor	\$	\$
Field Project Foreman	\$	\$
Hazardous Material Containment Area Foreman	\$	\$
Field Hazardous Material Technician	\$	\$
Hazardous Material Containment Area Technician	\$	\$
Health and Safety Specialist	\$	\$

Proposer: _____

FEE SCHEDULE, ADDITIONAL RATES (Continued)*All hourly/day equipment rates shall include operator, fuel and maintenance costs.*

Equipment/Personnel/Supplies	Hourly Rate/Unit of Measure	Daily Rate/Cost
Project Engineer	\$	\$
Project Geologist	\$	\$
Chemist	\$	\$
Regulatory Manager	\$	\$
Equipment Operator	\$	\$
Asbestos Abatement Supervisor	\$	\$
Asbestos Abatement Worker	\$	\$
Asbestos Inspector	\$	\$
Truck Driver	\$	\$
Administrative Assistant	\$	\$
Clerical	\$	\$

Proposer: _____

PROPOSAL COVER PAGE

Company Name: _____

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER. CURRENT W9 MUST BE SUBMITTED WITH PROPOSAL.

TIN#: _____ D-U-N-S® # _____

(Street No. or P.O. Box Number) (Street Name) (City)

(County) (State) (Zip Code)

Contact Person: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

EMERGENCY CONTACT

Emergency Contact Person: _____

Telephone Number: _____ Cell Phone Number: _____

Residence Telephone Number: _____ Email: _____

SECTION IX. SAMPLE EVALUATION SCORE SHEET

<u>CRITERIA FOR EVALUATION</u>	<u>Maximum Points</u>	<u>Score</u>
<u>B-1) Introduction of Organization</u>	0	0
<u>B-2) Project Understanding /Technical Approach</u>	40	
<u>B-3) Ability of Personnel</u>	20	
<u>B-4) Relevant Firm Experience</u>	40	
<u>B-5) Fee Proposal</u>	40	
<u>B-6) References</u>	0	0
<u>B-7) Litigation</u>	0	0
<u>TOTAL</u>	140	

SECTION X. SELECTION PROCESS AND CRITERIA

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

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

- A. Proposals will be reviewed by the Evaluation Committee, and the Proposers will be scored based upon the RFP Evaluation Criteria. Each Evaluation Committee member shall perform the member's own independent scoring. Based on the score, the committee may rank the Proposers.
- B. After review of the Proposals, at the discretion of the Evaluation Committee presentations may be requested. Based on preliminary scores, the top ranked firms will be shortlisted and some Proposers may be asked to give short presentations/interviews as part of the selection and ranking process. The presentations/interviews, if any, will be scheduled at least two (2) weeks from the time the invitation is sent to the selected Proposers.
- C. It is the intent of Highlands County to award this contract to one (1) Primary Contractor and one (1) Secondary Contractor. The Primary Contractor will be responsible for all debris operations listed within this contract. The Secondary Contractor might be contracted and deployed on a "as needed basis for as needed services."

SECTION XI. AWARD

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

SECTION XII. CONTRACT NEGOTIATIONS AND EXECUTION

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

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

SECTION XIII. CONTINGENT FEES PROHIBITED

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

SECTION XIV. TENTATIVE SCHEDULE

DATE	TIME	EVENT
February 15, 2020		First Advertisement
February 22, 2020		Second Advertisement
March 2, 2020	5:00 P.M.	Deadline to submit questions (RFI's)
March 6, 2020	5:00 P.M.	Deadline to release responses by County to RFI's
March 18, 2020	3:30 P.M.	Proposal due date
April 2, 2020	9:00 A.M.	Review/Ranking of Proposals by the Evaluation Committee
April 16, 2020	8:30 A.M.	Presentations / Interviews (at the discretion of the Evaluation Committee)
April 20, 2020		Anticipated award date
May5, 2020		Anticipated contract consideration by the Board,

Dates are subject to changes

SECTION XV. RFP CONTACT INFORMATION

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

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

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

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

-END OF SECTION-

SECTION XVII. SAMPLE CONTRACT

CONTRACT

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

ARTICLE 1. SCOPE OF SERVICES

Contractor hereby agrees to provide the County with the disaster debris removal and recovery services described in the Highlands County Board of County Commissioners' ("Board") RFP 20-017 attached hereto and included herein as Exhibit A (the "Services") pursuant to the Contractor's Proposal, which includes pricing and compensation, attached hereto and incorporated herein as Exhibit B. Contractor shall report to _____ ("Project Manager") or his/her designee on all requirements of this Contract.

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

ARTICLE 2. TERM

Contractor shall commence providing the Services and materials required by this Contract within fourteen (14) calendar days after execution of this Contract. Contractor shall complete all Services as set forth in the RFP.

ARTICLE 3. FEE SCHEDULE

County shall pay Contractor for the services performed by Contractor pursuant to Task Orders issued pursuant to Article 1 of this Contract at the rates provided in Exhibit [letter], which is attached to hereto and included herein by this reference. Any change on that fee schedule must be requested, in writing, by Contractor at least sixty (60) calendar days prior to the anniversary of this Contract and must be approved, in writing, by County's board of County commissioners. No fee or cost shall be requested by Contractor or approved by County in excess of the maximum allowable reimbursement rate of the Federal Emergency Management Agency (FEMA) then in effect. If County's Board of County Commissioners does not approve Contractor's timely written request to change the fee schedule in amounts that do not exceed the maximum allowable reimbursement rates of FEMA then in effect,

Contractor shall have the right to terminate this Contract prior to the anniversary of this Contract.

ARTICLE 4. PAYMENT PROCEDURES

The Contractor shall submit monthly invoices plus any reimbursable costs pre-approved, in writing, by the Project Manager that are incurred in the period covered by the invoice. The first invoice shall be submitted for the first thirty calendar days beginning with the start date specified in the County's Purchase Order and one invoice shall be submitted each month thereafter for the period ending on the same calendar day of that month. For example: If the start date specified in the Purchase Order is November 5, 2019, then the first invoice to be submitted in December of 2019 will be for the period ending November 30, 2019, and an invoice will be submitted each month thereafter for the period ending on the third day of that month, unless earlier terminated.

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

ARTICLE 5. INDEPENDENT CONTRACTOR

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

ARTICLE 6. CONTRACTOR PERSONNEL

The Contractor shall not substitute any person in its response to Tab B of the Board's RFP 20-017, or any County approved replacement of such person in Tab B, without the prior written permission of the Project Manager. The Contractor shall immediately notify the Project Manager in writing if any person identified in its response to Tab-B of the RFP or any County approved replacement ceases to provide services pursuant to this Contract.

Contractor shall maintain sufficient staff to perform the Services. Contractor shall remove any person from performing Services upon a determination by the County that such person is or has been careless, incompetent, insubordinate, reasonably objectionable, or whose continued presence on the job is deemed to be contrary to the best interest of Highlands County. Any

personnel of Contractor who is charged with or is being prosecuted for a felony will be considered reasonably objectionable. Contractor warrants and represents that it has the right and power to fulfill its obligations under this Article.

ARTICLE 7. PROTECTION OF PERSONS AND PROPERTY

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

ARTICLE 8. INDEMNIFICATION

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

ARTICLE 9. INSURANCE

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

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

(b) *Commercial General Liability.* Occurrence Form Required: Contractor shall have and maintain commercial general liability (CGL) insurance with a limit of not less than \$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 Contract 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 contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.

(c) *Commercial Auto Liability Insurance.* Contractor shall have and maintain commercial automobile liability insurance with a limit of not less than \$3,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non- owned autos). The policy shall be endorsed to provide contractual liability coverage.

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

(e) *Cyber Risk / Data Breach Liability / Privacy Insurance.* Contractor shall have and maintain cyber liability / data protection insurance with a limit of not

less than \$1,000,000 and an aggregate limit of not less than \$1,000,000 per occurrence. The policy shall provide coverage extending to the County's losses resulting from Contractor's activities for (i) liability incurred from alleged or actual theft, dissemination, and/or use of personal or confidential information (including but not limited to damages, defense costs, fines and penalties) and any related forensic costs, crisis management and mitigation costs (including, but not limited to, notification costs, credit protection services, and public relations expenses), investigation costs; (ii) network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to services, including denial of service, unless caused by a mechanical or electrical failure; (iii) liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon; (iv) fines, penalties, expenses, and defense costs resulting from any government or regulatory investigations resulting from the alleged or actual disclosure of personal or confidential information or network security liability event; and (v) non-physical business interruption. Policy must provide coverage for wrongful acts, claims, and lawsuits anywhere in the world.

(f) *Pollution Liability Insurance.* Contractor shall have and maintain pollution liability insurance with a limit of not less than \$2,000,000 per occurrence/claim.

9.2 Additional Requirements.

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

(b) Contractor shall deliver written notice to the County Purchasing Manager, 600 South Commerce Avenue, Sebring, FL 33870, by overnight delivery return receipt requested, hand delivery thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.

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

expiration date.

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

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

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

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

ARTICLE 10. PATENT/COPYRIGHT INDEMNIFICATION

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

ARTICLE 11. LAWS AND REGULATIONS

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

ARTICLE 12. LICENSES, CERTIFICATIONS, PERMITS AND FEES

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

ARTICLE 13. LIMITED THIRD PARTY BENEFICIARIES

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

ARTICLE 14. WORK PRODUCT

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

ARTICLE 15. GOVERNING LAW AND VENUE

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

ARTICLE 16. ASSIGNMENT

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

ARTICLE 17. SUBCONTRACTORS

Contractor agrees that no subcontractors may be used pursuant to this Contract without prior written consent of the Project Manager. If subcontractors are permitted, Contractor shall require the subcontractor be bound by the terms and conditions of this Contract. Contractor

shall be solely responsible to pay its subcontractors. Contractor remains responsible for all its obligations under this Contract. County may withdraw consent for Contractor's use of subcontractors at any time.

ARTICLE 18. PROJECT MANAGER

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

Project Manager: _____

The Contractor's primary contact person for Services performed pursuant to this Contract shall be: _____ (Name), _____ (Telephone), _____ (E-mail):

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

ARTICLE 19. NOTICES AND DESIGNATED CONTACT PERSON

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

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

To Contractor: _____

Attn: _____

ARTICLE 20. TAXES

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

ARTICLE 21. BANKRUPTCY

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

ARTICLE 22. SURVIVAL

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

ARTICLE 23. WAIVER

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

ARTICLE 24. COMPLAINTS

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

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

A. **Negotiation.**

(a) *Notice of claims or disputes.* All claims or disputes (hereinafter generally referred to as "contract claim(s)") by Contractor against the County relating to

this Contract, except bid protests, including, without limitation, breach of contract, mistake, misrepresentation, or other such claims or disputes shall be submitted in writing to the County's purchasing manager for initial informal review and determination.

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

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

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

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

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

25.2 **Mediation.** The parties agree that they will voluntarily and in good faith participate in mediation of any controversies between them prior to and as a prerequisite of a party filing a legal proceeding unless such legal proceeding must be filed in order to avoid a contractual or statutory deadline; but in such event, the legal proceeding shall be abated until the required mediation is concluded. In the event of a controversy, the parties agree to schedule mediation to occur within forty-five (45) days of a party forwarding written notice to the other party of a controversy. The parties shall mutually agree to the selection of a mediator from the list of mediators who are authorized to mediate civil cases through the Tenth Judicial Circuit in and for Highlands County, Florida. Each party will bear its own costs of mediation, but the parties will equally share the cost of the

mediator.

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

ARTICLE 26. FAILURE TO PERFORM

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

ARTICLE 27. TERMINATION

- 27.1 **County May Terminate For Convenience.** Upon seven days written notice to Contractor, County may, without cause and without prejudice to any other right or remedy of County, terminate the Contract. In such case, Contractor shall be paid for completed Services rendered by Contractor in accordance with the Contract prior to the effective date of termination where such Services are completed to the satisfaction and approval by the County. Contractor shall not be paid for loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.
- 27.2 Except as specified above, this Contract may only be terminated by either party for cause based upon a breach of this Contract. In the event of termination, the County shall only be responsible for payment to Contractor based upon Services satisfactorily completed up to the date of termination.

ARTICLE 28. ASSIGNMENT OF CONTRACT

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

ARTICLE 29. EQUAL OPPORTUNITY EMPLOYER

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

ARTICLE 30. INVALID OR UNENFORCEABLE PROVISION

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

ARTICLE 31. PUBLIC ENTITY CRIMES STATEMENT

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

ARTICLE 32. MISCELLANEOUS PROVISIONS

- 32.1 Upon the occurrence of any event of default, all obligations on the part of County to make any further payments of funds pursuant to this Contract shall, if County so elects, terminate, but County may make any payments or parts of payments after the happening of any event of default without thereby waiving the right to exercise any remedy which it may have and without becoming liable to make any further payment.

- 32.2 In the event of legal proceedings to enforce the terms of this Contract the prevailing party shall be entitled to reasonable attorneys' fees and costs, including attorneys' fees and costs upon appeal.
- 32.3 Contractor certifies by signing this Contract that no Commissioner or employee of the Board has solicited or accepted gratuities, favors or anything of monetary value from Contractor or parties to subcontracts. Contractor and Contractor's agents and, officers or employees shall not pay any gratuities, favors or anything of monetary value to any Commissioner or employee of the Board.
- 32.4 Contractor shall cooperate fully with County in the scheduling and coordination of all phases of the Services.
- 32.5 Contractor shall report the status of performance of the Services to County upon request and hold pertinent data, calculations, and records pertaining to this Contract and performance of the Services open to the inspection of County and its authorized agents at any time.

ARTICLE 33. EMPLOYMENT ELIGIBILITY VERIFICATION

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

(A) Enrolled thirty (30) calendar days or more. Contractor shall initiate verification of employment eligibility of all new hires of the Contractor, who are working in the State of Florida, whether or not assigned to this Contract, within three (3) business days after the date of hire; or

(B) Enrolled less than thirty (30) calendar days. Within thirty (30) calendar days after enrollment in E-Verify, Contractor shall initiate verification of employment eligibility of all new hires of Contractor who are working in the State of Florida, whether or not assigned to this Contract, within three (3) business days after the date of hire; or

- ii. Employees assigned to this Contract. For each employee assigned to this Contract, Contractor shall initiate verification of employment eligibility, to the extent allowed by the E-Verify program, within thirty (30) calendar days after date of contract award or within thirty (30) days after assignment to this Contract, whichever date is later.

- (b) Contractor shall comply, for the period of performance of this Contract, with the requirements of the E-Verify program MOU. Termination of Contractor's MOU and denial access to the E-Verify system by the Department of Homeland Security or the Social Security Administration or the U.S. Citizenship and Immigration Service is an event of default under this Contract.

33.3 Website. Information on registration for and use of the E-Verify program can be obtained via the Internet at the U.S. Citizenship and Immigration Service's Web site: <http://www.uscis.gov>.

33.4 Individuals previously verified. Contractor is not required by this Article to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by Contractor through the E-Verify program.

33.5 Subcontracts. Contractor shall include, and shall require the inclusion of, the requirements of this Article, including this paragraph (33.5) (appropriately modified for identification of the parties), in each subcontract that includes work performed in the United States under this Contract.

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

Pursuant to Section 287.135(3)(b), Florida Statutes, County may terminate this Contract, at the option of its Board of County Commissioners, if the Contractor is found to have submitted a certification required by Section 287.135(5), Florida Statutes, that is false or if Contractor is

or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel or if Contractor is or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities

in the Iran Petroleum Energy Sector List or if Contractor is or has been engaged in business operations in Cuba or Syria.

ARTICLE 35. PUBLIC RECORDS COMPLIANCE

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

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

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

**Gloria Rybinski
County Public Information Officer
Telephone Number: 863-402-6836
E-mail Address: HCBCCrecords@highlandsfl.gov**

Mailing Address: 600 South Commerce Avenue Sebring, FL 33870

ARTICLE 36. CHANGES/AMENDMENTS

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

ARTICLE 37. ADDITIONAL CERTIFICATIONS

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

- 37.2 Contractor shall maintain data security by use of software and any other means as necessary to maintain the standards of Health Insurance Portability and Accountability Act ("HIPAA"), Health Information Technology for Economic and Clinical Health Act ("HITECH"), and other applicable laws, rules, regulations, policies, and standards.

(remainder of this page intentionally left blank)

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

ATTEST:

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

By: _____
Robert W. Germaine, Clerk

By: _____
William R. Hadley, Chairman

ATTEST:

a _____ corporation

By: _____
Print Name: _____

By: _____
Print Name: _____

FEDERAL CONTRACT COMPLIANCE REQUIREMENTS

(In addition to the **General Conditions**)

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

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

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

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

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

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

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

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

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

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

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

(Not applicable to this Contract.) If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business

Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

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

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

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

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

CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirement include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

- a. Highlands County may be receiving federal funding through Federal Emergency Management Agency (FEMA) for the services solicited in the Request for Proposals (RFP). Accordingly, Orange County’s M/WBE ordinance and program do not apply to this solicitation.
- b. Among the many federal funding requirements, 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) mandates that the Prime Contractor partakes in five “affirmative steps” designed to ensure that small and minority- owned, women-owned business enterprises, and labor surplus area firms have been, and for the duration of the project continue to be, afforded subcontracting opportunities. These affirmative steps are:
 - 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - 2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.
- c. In order to adequately document that the proposer has fulfilled this requirement, the proposer shall complete the provided "Affidavit of Compliance with 2 CFR§200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) Requirements". The affidavit shall be notarized for this bid to be responsive.
- d. The proposer shall also attach to the affidavit documentation evidencing that affirmative steps 1 – 3 above were taken in the preparation and submission of this bid. Such evidence shall include:
1. Copies of announcements/postings in newspapers, emails, web-postings, or other media for specific contracting/subcontracting opportunities that target small and minority businesses and women's business enterprises;
 2. Copies of announcements/postings of contracting/subcontracting opportunities in trade publications, minority, or women's media that target small and minority businesses and women's business enterprises.
 3. Documentation of sources used to identify potential small and minority businesses and women's business enterprises. A suggestion would be searching through the SBA's Dynamic Small Business directory at the following internet address: <http://dsbs.sba.gov> to search for registered minority and small businesses.
- e. **Failure to submit an executed and notarized "Affidavit of Compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) Requirements" and to attach the documents requested in subsection 3.D. to that affidavit may necessitate the bid being rejected as nonresponsive.**
- f. The awarded contractor will be monitored by the County for continued compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds). The ability for that awarded contractor to be awarded federally funded contracts in the future may be jeopardized should that awarded contractor fail to comply with the intent and spirit of 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds).
- g. If you have additional questions pertaining to this requirement contact the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. Their websites and contact information can be found at www.SBA.gov and www.MBDA.gov.

J. ENERGY EFFICIENCY AND CONSERVATION

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

K. BYRD ANTI-LOBBYING AMENDMENT (2 CFR §200.326 Appendix II to Part 200 (I)) Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, Vendor must complete and submit the **Certification Regarding Lobbying Form** within three business days of COUNTY's request.

L. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

SECTION XVIII. LOCAL COMPLIANCE REQUIREMENTS

**CERTIFICATION PURSUANT TO SECTION 287.087, FLORIDA STATUTES
PREFERENCE TO DO BUSINESS WITH DRUG FREE WORKPLACE PROGRAMS
RFP 20-017**

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

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

by _____

[Print individual's name and title]

for _____

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

whose business address is _____

and

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

2. CERTIFICATION

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

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

Print Name: _____ Date: ____ / ____ / ____

STATE OF _____

COUNTY OF _____

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

(AFFIX NOTARY SEAL)

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

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

RFP 20-017

**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: _____

**CERTIFICATION PURSUANT TO SECTION 287.134, FLORIDA STATUTES
DISCRIMINATION; DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH
PUBLIC ENTITIES
RFP 20-017**

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

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

by _____

[Print individual's name and title]

for _____

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

whose business address is _____ and

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

2. CERTIFICATION

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

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

Print Name: _____ Date: ____ / ____ / ____

STATE OF _____

COUNTY OF _____

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

(AFFIX NOTARY SEAL)

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

CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

RFP 20-017

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

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

by _____
{Print individual's name and title}

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

whose business address is _____ and

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

2. **CERTIFICATION**

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

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

Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing Certification was sworn to before me this ____ day of _____, 2017, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

(AFFIX NOTARY SEAL)

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

**CERTIFICATION OF PARTICIPATION IN THE UNITED STATES CITIZENSHIP AND
IMMIGRATION SERVICE BUREAU'S E-VERIFY PROGRAM
RFP 20-017**

**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 _____

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*

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

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

OR

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

LITIGATION STATEMENT

CHECK ONE

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

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

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

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

SECTION XIX- Federal Compliance Required Forms

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

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

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

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

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

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

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

Signature of Contractor’s Authorized Official

Name and Title of Contractor’s Authorized Official

Date