LAKE COUNTY
FLORIDA

REQUEST FOR PROPOSAL (RFP)

Emergency Debris Monitoring Services (FHWA Guidelines)

RFP Number:	16-0631	**Contracting Officer:**	D. Villinis
Proposal Due Date:	October 18, 2016	**Pre-Proposal Conference Date:**	Not Applicable
Proposal Due Time:	3:00 p.m.	**RFP Issue Date:**	September 22, 2016

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not applicable for this solicitation
Certificate of Competency/License:	Section 1.16
Indemnification/Insurance:	Section 1.8
Pre-Proposal Conference/Walk-Thru:	Not applicable for this solicitation

At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the vendors submitting proposals will be read aloud and recorded. The proposals will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the due date. When counter-signed by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this RFP, and attach all other information requested in this RFP (see Provision 1.13-1.14). Failure to sign the proposal response, or to submit the proposal response by the specified time and date, may be cause for rejection of the proposal.

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service

☐ Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION INFORMATION

Company Name: _____ **Phone Number:** _____

E-mail Address: _____ **Contact Person:** _____

Section 1.1: Purpose

The purpose of this solicitation is to retain a qualified consultant to provide debris monitoring services for debris collection and sites, to coordinate and manage storm debris management activities, and to furnish potential solutions to Lake County with regard to its debris management plan in accordance with applicable regulations of the Federal Highway Administration (FHWA) and Florida Department of Transportation (FDOT) and in conjunction with the County's needs.

Awarded consultant shall have an excellent understanding of, and experience with, the documentation required to obtain reimbursement from FHWA to make the process of cost recovery efficient and accurate. The processes and documentation required will be in strict compliance with FHWA and FDOT guidelines regarding eligibility as applicable.

The guidelines under 2 CFR 200, Title 23, and 23 CFR shall apply to this contract in order to be eligible for reimbursement under the Public Assistance Program.

Any and all subsequent amendments to the contract must be approved by the County's Project Manager or designee and must be in writing.

NOTE: This solicitation is not a request for Disaster Debris Removal Services. The County has separate contracts in place to provide actual removal services and will review those services at the appropriate time. This RFP is specifically for Emergency Debris Monitoring Services. Vendors **shall not** submit proposals that include Debris Removal Services. Contracts issued resulting from this RFP shall be contingency contracts that will be activated only in the event of a declared emergency. As such, no compensation will accrue to the subsequent awarded contractor(s) unless and until the contract is activated either in anticipation of a natural disaster or immediately after such disaster. In addition, any contractor(s) awarded a contract under this solicitation may be required to participate in certain county directed disaster recovery training and/or exercises at no additional cost to the County.

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. Questions regarding this solicitation are due by end of business on October 10, 2016.

Donna Villinis, CPPB, Senior Contracting Officer
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 441
PO BOX 7800
Tavares, FL 32778-7800

Phone : 352.343.9839 Fax : 352.343.9473
E-mail: dvillinis@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

Section 1.3: Method of Award

The County will evaluate all proposals in accordance with the criteria established in this Request for Proposal (RFP). The criteria stated herein provide the basis for each evaluation, are established before receipt of proposals and are intended to ensure that the evaluation will be a structured process employing equitable measures. Proposals will be evaluated and a contract awarded under the Best Value Continuum approach. Award will be made to the vendor who submits the overall proposal that is judged to provide the best value to the County, price and other factors considered. Vendors shall submit their offers in two (2) parts simultaneously. These two parts will consist of the **Technical Proposal** and a **Price Proposal**. The two parts (**Technical Proposal** and the **Price Proposal**) are to be submitted concurrently in **separate** envelopes, each plainly labeled with the solicitation number, the enclosure, and the vendor's name and address.

1. The **Technical Proposal** submitted by a vendor in response to this solicitation will be submitted in an envelope or package clearly labeled **Technical Proposal. The Technical Proposal** will contain all documents specified in section 1.14 of this solicitation for inclusion in the technical proposal, and any additional technical material the vendor is required and/or desires to submit as part of their technical proposal. The technical proposal shall not include any pricing information.

2. The **Price Proposal** submitted by a vendor in response to this solicitation will be submitted in an envelope or package clearly labeled **Price Proposal.** The Price Proposal will contain all documents specified in section 1.14 of this solicitation for inclusion in the price proposal.

Separately enclosed technical and pricing proposals are to be delivered concurrently by the time and date specified in this solicitation. The technical proposal section from each respondent will be submitted to a formal selection committee which shall review the proposals and make a recommendation of at least three firms to be shortlisted for discussions.

Technical (non-price) factors will be subjectively evaluated using a color rating system as follows:

- Blue: Outstanding – proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.

- Purple: Good – proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.

- Green: Acceptable – proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.

- Yellow: Marginal – proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high.

- Red: Unacceptable – proposal does not meet requirements and contains one or more deficiencies. Proposal is unawardable.

Ratings will be assessed based on the proposal's ability to convey a sound technical approach and overall understanding of the requirements of the work; where strengths outweigh weaknesses. Past performance will be evaluated based on performance risk (relevancy and confidence). Proposals will be evaluated based upon the following criteria, which are listed in order of descending importance:

1. Experience in emergency debris monitoring services with:
   a) Minimum of fifteen (15) years in business with experience in the field of debris monitoring for major events;
   b) Oversight of at least five (5) event monitoring jobs in the past 12 years;
   c) Three (3) of the five jobs (letter b) must be over one million (1,000,000) cubic yards, considering job scope, service area, and amount of debris collected.
2. Reports from direct and indirect references
3. Responsiveness and completeness of the written proposal to the instructions contained herein and in regard to the scope of services

The selection committee will provide a narrative initial evaluation report that provides specific evaluation comments for each proposal. This report shall include a recommendation to enter into discussions with at least three (3) shortlisted firms.

Following discussions with shortlisted firms, the selection committee will rank the shortlisted firms. The price proposal from the top-ranked firm shall be opened and negotiations shall commence with the firm. Proposed costs shall be evaluated based on reasonableness, realism and affordability. The County reserves the right to request a best and final offer if such action is determined to be appropriate, and to reject any offer wherein the price is determined to be unrealistic or unreasonable. If negotiations with the top-ranked firm are unsuccessful, the negotiations will be terminated and negotiations may begin, at the County's sole option, with the next successively-ranked firm until a successful contract is negotiated.

Section 1.4: Pre-Proposal Conference

Not applicable for this solicitation.

Section 1.5: Term of Contract

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall be from the date of award through January 31, 2020. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

Section 1.6: Option to Renew

The County shall have the option to renew this contract for two (2) additional one (1) year period(s). Prior to the completion of each exercised term of this contract, the vendor shall be notified in writing of the County's intent to renew. At that time, the County may consider an adjustment to price based on changes as published by the U.S. Department of Labor, Bureau of Labor Statistics (www.bls.gov). It is the vendor's responsibility to request any pricing adjustment in writing under this provision. The vendor's written request for adjustment should be submitted at least thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the

vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The County reserves the right to reject any written price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

Section 1.7: Method of Payment

The vendor(s) shall submit monthly invoices by the tenth (10th) calendar day of each month. These invoices shall be submitted to the County user department(s) that requested the service through a purchase order. The invoices shall be itemized and reflect the type of service provided to the County in the prior month.

All invoices shall contain the contract and/or purchase order number, the date and location of delivery or service provided, and any other information needed to enable formal acceptance of the services and authorization for payment by the County. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Section 1.8: Insurance

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	$1,000,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employee	$1,000,000
Disease-Policy Limit	$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of $1,000,000 and annual aggregate of $2,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: $ _____
Garage Keepers Liability at coverage value: $ _____

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, and the Florida Department of Transportation, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.
The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions, or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or sub contractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

Section 1.9: Bonding Requirements

Not applicable for this solicitation.

Section 1.10: Completion/Delivery

As specified in Section 2, Statement of Work.

Section 1.11: Acceptance of Services

The services rendered as a result of an award from this solicitation shall be in compliance with the terms herein, fully in accord with the specifications and federal requirements, and shall not be deemed complete until accepted by the County.

In the event that the service does not conform, the County reserves the right to terminate the contract and will not be responsible to pay for any such service.

Section 1.12: Warranty

Not applicable for this solicitation.

Section 1.13: Delivery of Solicitation Response

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date of the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 441
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE (USPS)**, please mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
32400 COUNTY ROAD 473
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

Section 1.14: Submittal / Completion Requirements for Proposal

One (1) original proposal, four (4) complete copies, and one (1) electronic copy on CD or jump drive shall be submitted by the contractor in a sealed envelope or package and delivered to the Office of Procurement Services no later than the official proposal due date and time. **Any proposal received after this time will not be considered and will be returned unopened to the submitter.** The contractor shall submit, as its proposal, this entire RFP document with sections completed as required. The County is not liable or responsible for any costs incurred by any contractor in responding to this RFP including, without

limitation, costs for interviews or demonstrations if requested. When you submit your proposal, you are making a binding offer to the County.

When you submit your proposal, you are making a binding offer to the County and are agreeing to all of the terms and conditions in this Request for Proposal. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the County may disqualify your offer. All information shall be legible and either written in ink or typewritten. If you make a correction or change on any document, the person signing the proposal must initial the change. The proposal shall be manually signed in **BLUE INK** by an official authorized to legally bind the Proposer to its provisions.

Page Size and Format: Page size shall be 8.5 x 11 inches; text size shall be 11 point or larger. Please no three ring binders.

TECHNICAL PROPOSAL:

The following items shall be submitted as the **Technical Proposal** and shall be submitted in a separate sealed envelope (separate from the Price Proposal):

Tab A. Cover page (page 1 of RFP document) with bottom information completed as requested.

Tab B. Statement of Interest – to be submitted on the firm's letterhead and include the following:

1) Concisely state the firm's understanding of the services required by the County.
2) Include additional relevant information not requested elsewhere in the RFP.
3) Have you ever been terminated for performance or any other issues? If so, please describe the issues and the resulting actions.
4) Number of years the firm has been in business (minimum 15 years' experience with debris monitoring).
5) Signature on the Statement of Interest shall be that of a person authorized to represent and bind the firm.

Tab C. Certification pages (Section 4 of RFP document) completed and signed in blue ink as directed.

Tab D. Firm Profile Form (Attachment 2). Include a copy of the firm's license to practice business in the state of Florida.

Tab E. Team Composition Form (Attachment 3). Include copies of each person's current state of Florida Board of Professional Regulation License. Resumes may also be attached. List all proposed subconsultants on this form also.

Tab F. Similar Projects Form (Attachment 4). Reference previous project experience monitoring debris management services. Firm must have, at a minimum, fifteen (15) years experience, and have monitored at least five (5) event projects within the past 12 years, three (3) of which must be over one million (1,000,000) cubic yards (considering job scope, service area, and amount of debris collected); County entities preferred. Examples should best illustrate current qualifications relevant to this type of contract/project.

Tab G. Federal Forms. Complete and include all forms included in Attachments 8 through 14 of this RFP.

Tab H. Addenda. Acknowledge all addenda issued by submittal of signed acknowledgement pages of each addendum.

Tab I. Proof of Insurance. Submit either a certificate of insurance, or evidence of insurability, that is in accordance with the requirements stated in Section 1.8.

Tab J. Litigation. Provide information on the nature, magnitude, and outcome of any litigation proceedings for the previous three (3) years where a court or administrative agency has ruled for or against you or your organization.

Tab K. Financial Stability. Each proposer shall certify and provide a statement that it is financially stable and has the necessary resources, human and financial, to provide the requested services at the level required by the County. Each proposer shall be prepared to supply a financial statement upon request. If a subcontractor or joint venture arrangement is being proposed, provide similar information for those participants in the proposal. Provide clear and succinct information that will provide insight to the County about the financial qualifications, fitness and stability of the proposer.

PRICE PROPOSAL:

The **Price Proposal** submitted by a vendor in response to this solicitation will be submitted in a separate envelope or package clearly labeled **Price Proposal.** The Price Proposal shall be submitted on the form supplied as Attachment 1 and shall be submitted at the same time as the Technical Proposal.

Section 1.15: Tentative Schedule – Subject to Change

Solicitation Advertised and Issued	September 22, 2016
Question Deadline	October 10, 2016
Responses Due to Procurement Office	October 18, 2016
Public Selection Committee Meeting	October 27, 2016
Shortlisting of Firms (minimum 3)	October 27, 2016
Discussions with Shortlisted Firms	November 3, 2016
Ranking of Shortlisted Firms	November 3, 2016
Contract Negotiations with Top-Ranked Firm	November 8, 2016
Award Recommendation to County Board	December 1, 2016
Board Approval and Contract Execution	December 20, 2016

Section 1.16: Certificate of Competency/Licensure, Permits, and Fees

Any person, firm, corporation or joint venture that submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a sub-contractor(s) or vendor(s) hired by the prime/responding vendor, an applicable Certificate of Competency/license issued to the sub-contractor(s)/hired vendor(s) shall be

submitted with the prime/responding vendor's offer; provided, however, that the County may at its option and in its best interest allow the prime/responding vendor to supply the sub contractor(s)/hired vendor(s) certificate/license to the County during the offer evaluation period. The prime/responding vendor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the County or the vendor for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the vendor.

Section 1.17: Competency of Consultant and Associated Subconsultants

Offers will be considered only from firms which are regularly engaged in the business of performing the services as described in the solicitation, and who can produce evidence that they have a consistent satisfactory record of performance. Vendors must demonstrate that they have sufficient financial support and organization to ensure that they can satisfactorily execute the contract if awarded under the terms and conditions herein stated. In the event that the vendor intends to subcontract any part of its work to another vendor, the vendor may be required to verify the competency of its subconsultant(s). The County reserves the right, before awarding the contract, to require a vendor to submit such evidence of its qualifications and the qualifications of its subconsultant(s) as it may deem necessary. The County may consider any evidence available to it of the financial, technical and other qualifications and abilities of any vendor responding hereunder, including past performance with the County, in determining vendor responsibility for the purposes of selecting a vendor for contract award.

Section 1.18: Compliance with Federal Standards

Services provided under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

In additions, services performed under the contract shall be in accordance with the most current applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA) and Florida Department of Transportation (FDOT).

Section 1.19: Key Personnel

In submitting a proposal, the Proposer is representing that each person listed or referenced in the proposal shall be available to perform the services described for the Lake County Board of County Commissioners, barring illness, accident, or other unforeseeable events of a similar nature in which case the Proposer must be able to promptly provide a qualified replacement. In the event the Proposer wishes to substitute personnel, the Proposer shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

Section 1.20: Omission from the Specifications

The apparent silence of this specification and any addendum regarding any details, or the omission from the specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

Section 1.21: On Site Project Manager

The consultant shall appoint a specific project manager for the overall coordination and communication with the County. If the assigned project manager can not be located on-site at all times, the consultant will assign a competent on-site operations manager who shall remain on the jobsite at all times during the progress of the work. The term "competent" includes the ability to clearly communicate, orally and in writing, in English. The on-site manager shall be the primary representative under this contract for the consultant. All authorized communications given to the on-site manager by the County, and all contract-related decisions made by the on-site manager, shall be binding to the consultant. The on-site manager shall be considered to be, at all times, an employee of the consultant under its sole direction and not an employee or agent of the County.

Section 1.22: Presentations/ Post-Discussions After Initial Bid/ Proposal Response

The County, at its sole discretion, may conduct discussions with, and/or require formal presentations by, any respondent without charge to the County. The County reserves the right to require any respondent to demonstrate to the satisfaction of the County that the respondent has the fiscal and technical ability to furnish the service(s) or product(s) as proposed. The County shall be the sole judge of compliance in this regard. The County reserves the right to conduct discussions with any respondent(s) which has (has) been "short-listed" as a most-qualified respondent.

Respondents are cautioned <u>not</u> to assume that they will be asked for discussions or a presentation and should include all pertinent and required information in their original qualifications package.

Any formal presentations that are overly elaborate and appear to rely more on the technical manner of presentation rather than on the actual content of presentation will be subject to lesser technical ranking. The discussion and/or presentation shall be focused on the essentials of the project itself, and, unless requested by the respondent and approved by the County, shall include no more than three representatives from the respondent, one of whom shall be the respondent's proposed project manager for the effort to be performed. Any additional attendees must have a documented direct function in the work to be performed.

Upon completion of discussions and/or presentations with short-listed respondents, the County will determine which respondent is considered the best qualified for the specific work being solicited. Pricing negotiations will then ensue with the respondent(s) in the manner stated in Section 287.055, Florida Statutes.

Section 1.23: Special Notice to Vendors Regarding Federal and/or State Requirements

This purchase action is being supported in whole or in part by Federal and/or State funding. Therefore, this solicitation and any resulting contract include provisions related to various specific federal and/or state requirements. All such clauses shall be considered and treated as "flow-down" clauses that shall be considered applicable to any prime contract and any subcontract associated with performance under the contract resulting from this solicitation. Detailed review of all terms and conditions included in this solicitation is strongly encouraged to ensure that full compliance with all contractual requirements is considered during the solicitation response process, and throughout performance under the contract, at prime contractor and subcontractor levels. Upon award of a contract resulting from this solicitation, the vendor shall:

1. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and

2. Expressly require any contractor and subcontractor(s) performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Section 1.24: Termination Clauses

Termination for Convenience: The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

Termination Due to Unavailability of Continuing Funding: When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

Termination for Default: The County reserves the right to terminate this contract, in part or in whole, or effect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

Section 1.25: Training

Upon request, the vendor shall provide an intensive training program to County personnel regarding the services supplied by the firm in conjunction with this solicitation. The vendor shall bear all costs of registration fees and manuals and texts, or other instructional materials associated with the required training.

SCOPE OF SERVICES

2.0 GENERAL

This statement of work describes and defines the services which are required for the execution of debris removal monitoring for Lake County, hereafter referred to as County. The Consultant shall provide all services described herein. Activities include, but are not limited to, monitoring the following: field operations regarding all storm generated debris; debris pickup, debris hauling, debris staging and reduction, temporary debris storage site management, debris management, and final disposal of debris to an approved facility. All work under the contract shall be performed in accordance with the County Debris Management Plan. The County, at its sole discretion, may cancel this contract at any time if in the best interest of the County.

The Consultant shall have experience in the Federal Highway Administration Emergency Relief Program (FHWA-ER), the Federal Emergency Management Agency Public Assistance Program (FEMA-PA), and other applicable federal, state and/or local programs to assist the County in its Emergency Response and Recovery efforts. Proper documentation by the Consultant as required by FHWA and FEMA is required for all debris removal monitoring operations to ensure reimbursement to the County from the appropriate agency.

The Consultant will be responsible for tracking all of the contract costs and adhering to the 'not to exceed' limit as defined. Proper notification must be given to the County as costs approach this limit.

The work will begin upon authorization by the County. No guarantee on minimum or maximum amounts per items bid is made under this Contract. No adjustment to bid prices will be considered due to increases or decreases in estimated quantities or fuel costs.

2.1 DEFINITIONS

City: An incorporated geographical area within Lake County

Consultant: The person or entity which includes employees, partners, principals, agents and assignees who are a party to this agreement for the purpose of providing services

County: Geographical and political boundaries created by the state

Data Manager: Manager of data collected from monitoring operations and employed by the Consultant

Debris: Debris is scattered items and materials broken, destroyed, or displaced which is generated by an event and is located within a designated area

Debris Collection Monitor: Employee of the Consultant who observes the Debris Removal Contractor removing debris from assigned areas

Debris Management Plan: The plan establishes policies, procedures, and guidelines for recovery from debris generating disaster events

Debris Removal Contractor: A person or entity, including employees, partners, principals, agents and assignees that are under contract with the Department to remove storm deposited debris according to federal and state guidelines

Disposal Site Monitor: A Disposal Site Monitor is the designated Consultant's employee(s) assigned to the debris disposal site to manage disposal operations and monitor debris removal contractor's performance. The duties include, but are not limited to, ensuring the debris is eligible, to quantify and accurately document debris loads consistent with FEMA and FHWA guidelines

County Debris Manager: A County staff member who functions as the County point of contact and is responsible for providing overall supervision of debris clearance, removal, and disposal operations

Emergency Operations Center (EOC): An emergency operations center, or EOC, is a central command and control facility responsible for carrying out the principles of emergency preparedness and emergency management, disaster management functions at a strategic level in an emergency situation

Exit Site Monitor: Employees of the Consultant who observe outbound trucks at Temporary Debris Management sites

Federal Emergency Management Agency (FEMA): FEMA is a funding source to the Department for activities during an event declared a disaster by the President of the United States. FEMA eligible debris removal is second and subsequent passes on FHWA roadways and other roadways not on the federal aid system

Federal Highway Administration (FHWA): FHWA, through the Emergency Relief program administered by the Department, is a federal funding source for work on Federal-Aid roadways and facilities. FHWA has designated federal aid roadways also known as "on-system" roadways that are eligible for Emergency Relief funding

Field Operations Manager: Employee of the Consultant who oversees Debris Removal Contractor(s) and general field operations including monitors and data managers

Hand Held Units (HHU): Hand Held Unites are devises used to write data to, and read data from, removable storage media. The HHU are used in electronic debris monitoring

Notice to Proceed: This is a written notice issued to the Consultant by the County fixing the date on which operations outlined will commence

Project Manager: The Project Manager is a Consultant who functions as the point of contact for the County responsible for the overall project management and coordination of the debris monitoring services required to oversee the debris removal operations

System: The word "System" is used in reference to the electronic portion of electronic debris monitoring

System Database: A system database is a compilation of all information gathered or reconciled and meets requirements set forth by this Scope of Services

Temporary Debris Management Sites: A Florida Department of Environmental Protection authorized site where debris is stored, reduced, burned, grinded, or sorted. Debris resides at the site for a relatively short period of time prior to final disposal during the debris management process

Ticket Manager: Consultant responsible for overseeing the electronic ticket processing

2.2 PERSONNEL QUALIFICATIONS

Data Manager: Must have two years' experience working with a relational database management system. The Data Manager will work under the supervision of the Project Manager.

Debris Collection Monitors, Exit Site Monitors, and Disposal or Tower Monitors: Must have a High School Diploma or GED and be adequately trained on Debris Operations.

Field Operations Manager: A Field Operations Manager must have a minimum of two years' experience in disaster debris management.

Project Manager: A Project Manager must have a minimum of five years' experience in disaster debris management. A minimum The Project Manager must also be a permanent staff employee of the consultant.

2.3 SERVICES TO BE PROVIDED BY THE CONSULTANT

A. Administration

The following services shall be performed by the Consultant:

1. The Consultant shall ensure daily reports are provided to the County Debris Manager or designee and other key County personnel within a minimum number of hours requested by the Debris Manager. The Consultant shall ensure that debris monitors report within a minimum number of hours after the disaster event.

2. It is the responsibility of the Consultant to assist the Department in performing:

   a. Contract Administration
   b. Damage Assessment
   c. Environmental Permitting of temporary debris management sites d) Truck Certification
   d. Debris Removal Monitoring
   e. Quality Assurance and Quality Control of all documentation pertaining to debris removal monitoring.
   f. Assist the Department in responding to public inquiries.
   g. Be available to address questions from FEMA and FHWA both during and after services have been performed.

3. Provide assistance as needed pre-event which may require location in a designated city.

B. Debris Monitoring Operations

The Consultant shall coordinate with the County to schedule debris removal monitoring and contractor operations. The consultant shall provide the following:

Project Manager who shall be responsible for the overall project management and coordination of the debris monitoring services required to oversee the debris removal operations. The Project Manager shall be the point of contact to the County. The Project Manager shall assign Field Operations Manager(s) to oversee the debris removal contractor(s), monitors, and a Data Manager to provide

supervision of the data entry operations and documentation process. Project Manager duties include but are not limited to the following:

1. Ensure a sufficient number of trained debris monitors are available to monitor the "first push" (cut & toss) operations.
2. Ensure a sufficient number of trained debris monitors are available to monitor all "first pass" and subsequent passes of debris removal and hauling activities.
3. Provide tower / disposal site monitors to observe and record all debris loads entering the temporary debris management sites.
4. Provide tower / disposal site monitors to observe and record all debris loads exiting the temporary debris management sites for final disposal.
5. Provide data entry and document processing personnel if applicable.
6. Conduct safety meetings with field staff, as necessary.
7. Respond to and document issues regarding complaints, damages, accidents or incidents involving the Consultant or Contractor personnel and ensure that they are fully documented and reported.
8. Coordinate daily briefings with the County and the debris removal contractor(s), daily status reports of work process and staffing.
9. Ensure the documentation of environmental authorizations and/or permits for temporary debris management sites and final disposal.
10. Review and reconcile debris removal contractor invoices submitted to the County.
11. Preparation of interim operations and status reports and final report, as directed by the County.

C. Field Monitoring

The Consultant shall provide trained staff in sufficient numbers to adequately monitor all operations supervised by Field Operations Managers. Duties of monitors shall include, but are not limited to, the following:

1. Truck certification and documentation of all vehicles used in the debris removal activities.
2. Quality assurance / quality control (QA/QC) of truck certification measurements throughout life of project.
3. Provide monitoring services and documentation of all eligible debris removal activities from Federal Aid eligible roadways First Push (Cut & Toss) and First Pass.
4. Provide monitoring services and documentation of all eligible debris removal activities on non-Federal Aid eligible roadways, **As Directed by the County** First Push (Cut & Toss) and First Pass.
5. Provide monitoring services and documentation of all eligible debris removal activities from second and subsequent passes on all roadways, **As Directed by the County.**
6. Ensure that ineligible debris is not collected by the debris removal contractor, unless directed in writing by the County.
7. Disposal Site / Tower Monitors will observe and record the truck quantity estimates of inbound and outbound debris.
8. Exit Site Monitors will observe that all outbound trucks are fully discharged of their load prior to exit of the temporary debris management site.

9. Monitors will ensure that accurate, legible, and complete documentation is provided through load tickets, truck certifications, and/or other logs and reports, as required.
10. Maintain photo documentation of the debris removal trucks and activities, specifically of the hazardous stump removal process, hangers, leaners, or tree removal and/or other special or unusual occurrences in the field.
11. Document and report activities to the County which may require remediation, such as: fuel spills, hazardous materials collection locations, and other similar environmental concerns.
12. Document and report to the County damages which occur on public or private property as a result of the debris removal operations.
13. Document and report to the County any violations of Department of Environmental Protection's (DEP) debris site conditions.
14. If DEP debris site conditions are violated the Consultant shall oversee tasks sufficient to satisfy the DEP performed by the debris removal contractor.

D. Data Management and Documentation

The Consultant shall ensure all necessary documentation is provided as follows:

1. Ensure all eligible debris removal operations activities are documented and tracked specific to the FHWA-ER program, the FEMA PA program or other applicable Federal, state or local agencies.
2. Documentation of the number of crews and types of equipment utilized, actual hours of operation, and locations of work performed during the time and materials phase of operations.
3. Completion of truck certifications, equipment certifications, and establishment of a QA/QC program throughout the life of the project.
4. Load tickets documenting the eligible debris removal and/or disposal activities by the applicable program FHWA – ER or FEMA PA, and/or other federal, state or local programs as outlined in and in accordance with the Debris Management Plan.
5. Documentation of eligible hazardous stump removal, hangers, leaners, or tree removal which includes photos, GPS coordinates street or milepost identifier, and/or other information as available and applicable.
6. Environmental authorizations and/or permits, as applicable.
7. Daily electronic spreadsheet summaries of cubic yards / tons collected by Federal program. The daily summary shall be communicated to the County Emergency Coordination Officer (DECO) or designee.
8. Production in electronic format (scanned) and paper copies of all documentation for submittal to Federal and/or State agencies.
9. Provide certified weigh master if necessary.
10. Assist the Department in creating field maps using GIS, as well as track and present contractor progress in GIS.
11. Organize, maintain, and provide the County electronic copies of documentation in a satisfactory manner. All documentation and information related to the project shall be surrendered to the County upon completion of the project.

The Consultant may exercise the option to utilize electronic debris monitoring and if chosen, the Consultant must comply with requirements set forth in sections E through G.

E. Equipment Requirements

1. Data Storage Media -- Debris management data will be stored and transferred on encryption protected removable data storage media. All data media will be provided by the Consultant. Data must include a unique user ID which identifies the user's role, limits the user's ability to collect or validate information, etc. and employs an anti-tampering mechanism. Consultant shall provide media to each person performing a debris mission role that results in data collection, i.e.,

2. Handheld Units (HHU) - The Consultant will provide weather proof and shock resistant handheld units (HHU) for recording debris management data in the field. These HHU devices will be capable of writing data to, and reading data from, the removable data storage media. HHUs shall have the capability to determine locations by GPS and the capability to write GPS coordinates to the removable media. The HHUs will perform two functions: (1) Recording of initial load data information, and (2) verification of vehicle certification, and recording of debris type and quantity and (3) All field unites will be operated by stand- alone power sources which will allow the units to perform uninterrupted for a shift.

    a. HHUs capable of recording truck certification data onto driver removable media are used at the truck certification area. Truck certification records will include truck measurements, Truck ID, Driver ID and a digital photograph of the truck and trailers.

    b. HHUs capable of recording user ID information, including a unique user ID, digital photograph and any additional user information required for system operation.

    c. GPS- HHU units shall have integrated GPS capability. GPS readings (accuracy within 3 meters of the HHU) shall automatically be recorded without any additional manual effort each time the HHU unit records and retrieves information related to the debris mission. External GPS units shall have reliable connectivity to the HHU and be rugged and durable.

3. Durable Printer – The Consultant shall provide a durable printer to print load tickets at the request of the Department. Once the tower manager completes the load data entries the information shall be transmitted to the printer. The printer will print a minimum 2 copies of the ticket. Two copies shall be given to the driver (one copy for the driver and the other for the prime contractor. The HHU should have program flexibility to alter the number of printed tickets. The printed ticket paper and print shall be of a quality that the print is not affected by harsh weather conditions and does not fade over time, nor smear or deteriorate due to moisture or UV rays. All field units will be operated by stand-alone power sources which will allow the units to perform uninterrupted for a minimum of a shift.

4. Server(s) – The Consultant shall provide computer servers for the storage and maintenance of records. The data contained in the Consultant's database shall be placed on the Internet for controlled use, and be password protected by the Consultant. Upon completion of the work, the consultant shall surrender the records to the County who shall maintain the official database and records on its government furnished secure server. Access to the County server is limited to "Official Use Only". The County server is provided and maintained by the County.

5. Back-up equipment – In the event of equipment malfunction, loss or damage, the Consultant shall assure a sufficient supply of replacement equipment and personnel are available such that production is not affected. The back-up equipment shall be readily available on-site for rapid distribution.

6. GIS – GIS mapping shall be provided by the Consultant from the most current source(s) available. This information shall be used as a base map to visually illustrate work zones, ticket and tower personnel locations and activities, work progress, historically and/or environmentally sensitive areas, geospatial data and other mission informational needs from the data gathered by the HHUs.

7. Internet Accessible Database – The Consultant will establish a web-based database which is updated daily if not real-time. The data shall be accessible, by permission only, to subcontractors, local and state officials, and others, on a "need to know" basis. Database access will be role-based and no direct access to the data tables shall be allowed, unless approved by the County.

F. General Statement of Electronic Debris Monitoring System Parameters

1. The system must utilize an encryption protected removable data storage device. The data storage device will store data collected in the field, such as fields from traditional debris paper load tickets as well as truck certification information. The device must be capable of depicting images and other identifying data.
2. The system must have a database capable of storing all data collected in the field. The Consultant shall provide the County a copy of the database with a matching structure at the completion of the work unless otherwise specified.
3. The system must include the capability to share database records with contractors, subcontractors, the County, and others via the internet. Data contained in the system must be password protected, implement role-based access controls, and must have viewing, printing, and editing capabilities. Each contractor, subcontractor and client must have permissions that allow only them to review and print information specific to their needs. The system shall also have the capability to generate reports on all aspects of the debris mission.
4. The Consultant shall use the HHU to initiate the load data by entering the debris type into the HHU. The driver's media card will either be swiped or inserted into the HHU and the HHU will write the debris type, pick-up GPS location, address of pick-up if applicable, time, date, truck certification, and driver information, and the ticket manager's unique ID code onto the removable media. Once the data is written to the media, the Ticket Manager will return the media to the driver. By this action, the Consultant verifies the debris meets FHWA (and FEMA) eligibility requirements.
5. HHUs are used at the debris verification area of disposal site(s) by the Tower Manager. The vehicle driver presents the removable media, which was previously initiated by the Field Monitor, to the tower management personnel located in the disposal site tower(s). The Tower Manager verifies the debris classification is appropriate (vegetative, C&D, mixed, etc.) and manually revised, if needed, verifies vehicle and driver information is correct, estimates and enters the load quantity into the HHU. The HHU will automatically extract the information recorded earlier on the smart card and add the information to the Tower Manager's HHU, including the date, time of debris arrival, site ID, GPS readings, load quantity, and Tower Manager unique ID code.
6. All information regarding each debris load will be stored in the HHUs internal memory or on a separate, encryption-protected removable media device. The debris load information will be

uploaded to the County and Consultant database systems. Once this information is recorded, the Tower Manager's HHU will clear the removable media's debris data for the driver to reuse.

7. The media will retain a running total of the quantity and type of debris hauled by a particular vehicle. All debris load information within the Tower Manager HHU will be retained until upload to the database has been accomplished and confirmed by authorized personnel. Direct access to data on the HHU will be restricted to personnel specifically authorized to do so by the County.

G. Functional Specifications and System Architecture

1. Ticket/Tower Managers – Personnel Registration, Administration and Management: The system shall have the capability to manage user roles. The majority of the system users will be either ticket or tower managers. At a minimum, the system must have the following capabilities:

   - A means to create encryption protected electronic media with unique User ID, digital photograph, user roles and other identifying data
   - Electronic registration of ticket/tower monitor
   - Link designated ticket/tower personnel roles to a specific mission
   - The ability to edit ticket/tower personnel roles i.e., create, update and delete
   - Store ticket/tower personnel contact information relative to the mission
   - Track and Manage ticket/tower personnel role and status
   - Assign and track equipment assigned to the user
   - Reject invalid ticket/tower personnel credentials
   - Reject invalid certification credentials

2. Truck Certification: The system shall have the capability to record truck and trailer certification data. Truck certification is used to register authorized debris hauling vehicles and equipment. At a minimum, the following must be included:

   - A means of electronically registering authorized debris Consultant vehicles and equipment
   - Link electronic registration to digital images
   - Identify mission
   - Generate unique ID's for contractor vehicles and equipment
   - Utilize uniform measurements e.g. feet and inches
   - Capture vehicle volume
   - Utilize industry standard equations for all volume calculations
   - Capture drivers and certification team member unique identification number
   - A means to create encryption-protected electronic driver removable media with truck ID, digital photograph, truck and /or trailer measurements, vehicle volume, and other identifying data
   - Must depict image and other identifying data
   - Must contain counter area for total cubic yards hauled
   - Must employ anti-tampering mechanism
   - Capability to recertify vehicles and record in an audit table
   - Certification data must be associated to authorized system user
   - Reject media which are not associated with current event and applicant
   - Capture vehicle audit records

- Create a printed certification record
- Administrative reporting capabilities

3. Right-of-Way (ROW) Debris Management: ROW transactional data must be captured, stored, validated, audited, reported and transmitted to mission managers, haulers and applicants. At a minimum, the application must exhibit the following characteristics:

    - Allow creation of point of origin load data on encryption protected driver media when position is known and credentials have been authenticated
    - Capture date and time and other relevant point of origin data
    - Validate media is present in system and configured to receive data
    - Designate debris type
    - Designate debris location as Federal Aid or Non-Federal Aid
    - Designate first pass and subsequent passes
    - Write point of origin load data using encrypted storage algorithms
    - Associate ticket/tower personnel credentials with point of origin load data
    - Acknowledge successful card write via display status message
    - Provide user configurable time option for GPS audit
    - Detect current location using GPS and store data to secure memory location
    - Provide capability to add digital image if debris is other than vegetative or C&D

4. Debris Disposal Site Management: Completed ROW, and Per-unit point of origin transactions must be received at the approved disposal site. Transactions are not considered complete until they are processed thru the receiving applications. At a minimum, the system must provide the capability to:

    - Accept site configuration data at the beginning of each work day
    - Dynamically configure receiving application based on site configuration data
    - Display certification data and photo from driver smart card so that ticket/tower personnel can perform a field audit of truck/trailer to assure data matches certification and placard number
    - Accept loads where:
        - Mission and applicant are valid
        - Media authentication data is valid and unaltered
        - Media contains valid load data
    - Designate debris type
    - Record debris volume (based on unit of measure)
    - Receive volume or per unit loads
    - Identify original load data
    - Identify duplicate load data
    - Configure number of hard copies
    - Create load data record in internal storage
    - Create backup copy of internal storage
    - Prepare driver media for next load
    - Increment driver smart card based on total CY counter value
    - Continuously calculate and present real-time disposal site statistics
    - Re-print load ticket data

- Interface with durable outdoor printer
- Preserve in its original state, then transmit daily transaction data
- Associate ticket/tower personnel credentials with each received load

5. Field Administrative Functions: The system must have the capability to perform administrative duties in the field. Requirements include the capability to edit user roles, verify vehicle audit information, display real-time collection volumes, and review ticket/tower personnel GPS audit logs. At a minimum, the system must provide the capability to:

   - Change ticket/tower personnel identification badge roles and responsibilities
   - Review media total CY counter value
   - Audit vehicle certification data
   - Validate/Invalidate smart cards
   - Reinitiate security sequence for ticket/tower personnel or media
   - In tabular format, display the results of ticket/tower GPS audit files by limiting access to the internet data or by the Department secure server

6. Data Consolidation and Analysis/Reports Generation: Transactional data must be summarized, validated, presented and audited to provide an overall status of mission performance. The system must facilitate billing, error reporting, performance tracking and graphical data preparation. At a minimum the Data Consolidation/Data Storage and Data.

   Analysis/Reports tools must provide the capability to:

   - Accept transactional data sets from multiple debris location systems
   - Recognize multiple mission/applicant configurations
   - Grant access to authorized authenticated users or processes
   - Contain a master record of:
     - Roles and responsibilities
     - Ticket/tower personnel credentials and other data
     - Certification credentials and other data
     - Mission data
     - Applicant data
     - Geospatial data
     - Street centerlines
     - County outlines
     - Population and demographic
     - Elevation
     - Wetlands delineation
     - Historic and Environmentally Sensitive areas
     - Debris work zones
     - Parcel data
     - Land us
     - FEMA flood zones

   - Graphically depict:
     - Load locations by contractor
     - Load locations by subcontractor
     - Load locations by driver
     - Load locations by ticket/tower personnel

  - Load locations by date range
  - Load locations by zone
  - Load locations by municipality
  - Load locations by applicant
  - Load locations by mission
  - Load locations by debris type
  - Load locations by disposal site
  - Load locations by Federal, state and private roads
  - Load locations by land use
  - Load locations by disposal site

- Thematic mapping techniques to distinguish different data by color and/or symbol
- Identify data attributes for a single point of data
- Select one or many points of data

- Calculate operational efficiency statistics such as:

  - Trip turnaround time
  - Trip distance to disposal site (straight line projection sorted by 0 to 15 miles, 16 to 30 miles, 31 to 60 miles, and greater than 61 miles)
  - Average container fill percentage
  - Average tower manager load call
  - Load call trend data e.g., by tower managers, contractor, subcontractor, driver, etc.

- Dynamically configure user interface in response to point data selection to limit user authorities
- Multiple data selections generate tabular data reports
- Filter mechanisms to highlight geospatial data
- Control data access using role based security
- User interface and access to underlying system data dynamically configured at run time through the presentation of appropriate user credentials
- Manage data ownership
- Provide access based security role model
- Identify and distribute "owned" transactional datasets to limit internet access to the website data to view only your data
- Prevent distributed data from being reprocessed for billing purposes
- Identify billing datasets based on parameters such as:
  - Time/Date
  - Contractor/Subcontractor
  - Debris Type
  - Debris Disposal Method (Haul-in; reduction; open burn; incineration; haul-out; leave-in-place; etc.)
  - Haul Distance

- Route billing datasets via defined and customizable workflow rules
- Approved billing datasets
- Communicate general event status such as:
  - Total CY hauled (by debris type)
  - Total CY by disposal site
  - Total CY by contractor/subcontractor
  - Total CY by work zone/sector

- Total CY by municipality
- Total CY by Federal, state and private roads
- Total CY by certified vehicle
- Number of vehicles utilized
- Number of ticket/tower personnel resources assigned

- Manage user roles, responsibilities and password
- Prevent modification to original data by unauthorized or unauthenticated users
- Insert audit records into audit tables for all insertions, modifications, and deletions to original data

7. Field Architecture – The field based system must be characterized by the following general statements of direction with respect to construction, operability, supportability and security. At a minimum, the system must:
   - Require user authentication credentials
   - Display current version at application start-up
   - Synchronize with Greenwich Mean Time (GMT)for all date/time fields
   - System must utilize location specific configuration data to initiate a warm start sequence for global positioning system
   - System must remain in a ready state by default
   - Acknowledge successful card write via display status message
   - Create identification structures which utilize encryption technologies
   - Employ anti-tamper and anti-tearing methods and technologies
   - Where applicable, utilize 3 DES data encryption technologies to protect data
   - Perform validation and checksum (a running production total of cubic yards or appropriate payment capacity) stored on each debris vehicle's removable media)

8. Back-office Architecture – At a minimum, the back-office applications must be characterized by the following general statements of direction with respect to construction, operability, supportability and security.
   - Utilize relational database technology
   - Employ geospatial analysis tools for data visualization
   - Enable audit ability for:
     - Data insertion
     - Data modification
     - Data deletion
   - Prevent field and row level data deletion
   - All access to data must be controlled
   - Store certification and other identification data using encrypted relational technology
   - Reside in a secure internet environment
   - Preserve base transactional data in its original state prior to processing or consolidation with other data

9. Initial Startup Procedure For Debris Removal – Debris missions are critical to emergency response and the Consultant should be adequately prepared to respond.

H. Reporting

The County requires the Consultant to provide daily status reports, unless otherwise specified, of the debris removal operations, preparation of interim reports (as directed by the County), as well as a final report of the debris removal operations.

1. The daily status report shall include at a minimum: the daily cubic yards/tons collected by material and by program (FHWA-ER First Pass, First Pass on non- Federal Aid roadways, second and subsequent passes on all roadways), cumulative totals in cubic yards/tons by debris type, number of debris removal crews and equipment operating, number of debris monitors in field, cubic yards/ton by debris type hauled to final disposal and location of final disposal, and total cubic yard/tons hauled to recycling or salvage facilities.

2. An interim status report may be required at the discretion of the Department. A final report covering the history of the operations, the locations temporary debris sites used, remediation and site closure activities, including any environmental reports or authorizations generated; and the locations of final disposal sites and permits, recycling facilities and salvage facilities used during operations. The report may include identification of weakness in the operations and recommendations for future debris activities.

I. Permits

1. Assist the County with any permit applications and coordination with environmental agencies.
2. Assist the County with any pre or post sampling of soil or groundwater.
3. Monitor compliance by the contractors to any permit requirements.

J. Meetings and Communications

1. Conduct daily meetings with the County and the Debris Removal Contractor.
2. Conduct field meetings as needed.

2.4 PAYMENT

A. Invoicing

1. Ensure all contract quantities for both the contractors and monitors are documented and recorded according to current Federal requirements, including but not limited to FHWA-ER actual costs incurred (cradle to grave) for work conducted on First Push and First Pass Federal Aid roadways, including time at disposal sites estimating loads on incoming and outgoing debris loads.

2. For Non-Federal Aid eligible roadways FEMA PA program actual costs incurred (cradle to grave) for work conducted on non-Federal Aid eligible roadways Firs Push, First Pass, and second and subsequent passes. Monitor's invoices must delineate between hours spent on FHWA vs. FEMA reimbursed tasks.

3. Maintain a database of all contract quantities and perform contractor invoice verification for the County.

4. All invoices shall be submitted in an acceptable format to the County in an electronic and hard copy format with daily reports as supporting documentation. The invoices must be submitted in

accordance with the Consultant Invoice Transmittal System (CITS) procedures and other federal, state and local rules, regulations and laws.

5. Invoices shall be submitted on a monthly basis to the County.

6. Final invoice will be submitted to the County not later than the 30 days following final acceptance of the individual task of as requested by the County.

NOTE: If discrepancies exist for any of the following General Terms and Conditions vs. FHWA Guidelines and Requirements, the FHWA Guidelines will prevail.

3.1 DEFINITIONS

Addenda: A written change to a solicitation

Contract: The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to whom award has been made.

County: Shall refer to Lake County, Florida.

Modification: A written change to a contract.

Proposal: Shall refer to any offer(s) submitted in response to a Request for Proposal.

Proposer: Shall refer to anyone submitting an offer in response to a Request for Proposal.

Request for Proposal (RFP): Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Vendor: a general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established for purposes of this Request for Proposal (RFP) that the words "shall", "must", or "will" indicate an essential requirement or condition which may not be waived.

3.2 INSTRUCTIONS TO PROPOSERS

A. Proposer Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit proposals. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership.
3. Drug-Free Workplace.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit.
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant 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 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the proposal due date. Such inquiries or request for information shall be submitted to the procurement representative in writing and shall contain the requester's name, address, and telephone number. The Procurement Services office may issue an addendum in response to any inquiry received, which changes or clarifies the terms, provisions, or requirements of the solicitation. The proposer should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the proposer's responsibility to ensure receipt of all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

D. Contents of Solicitation and Proposers' Responsibilities

The proposer shall become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the proposer of conditions that exist or may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Change or Withdrawal of Proposals

1. Changes to Proposal- Prior to the scheduled due date, a proposer may change its proposal by submitting a new proposal specified in the solicitation with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original proposal

2. Withdrawal of Proposal – A proposal shall be irrevocable unless the proposal is withdrawn as provided herein. A proposal may be withdrawn, either physically or by written notice, at any time prior to the proposal due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the designated receipt date and time. A proposal may also be withdrawn after expiration of the designated acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the proposer.

G. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the proposal due date.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during proposal evaluation.

3.3 PREPARATION OF PROPOSALS

A. The Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the proposal. Use of any other form or alteration of the form may result in rejection of the proposal

B. The proposal submitted must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these

requirements may cause the bid to be rejected.

C. An authorized agent of the proposers firm must sign the proposal. **FAILURE TO SIGN THE PROPOSAL MAY BE CAUSE TO REJECT THE PROPOSAL.**

D. The proposer may submit alternate proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate proposal must meet or exceed the minimum requirements and be submitted as a separate proposal marked "Alternate Proposal".

E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

F. Any proposal received after the designated receipt date through no fault or error of the County will be considered late, and, except under the most exceptional circumstances, may not be considered for award.

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a proposal for the same contract, such proposals shall be presumed to be collusive. Related parties shall mean proposer or the principals thereof which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principals thereof of one proposer have a direct or indirect ownership interest in another proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a proposal for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.7 INCURRED EXPENSES

This RFP does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any proposer in preparing and submitting a proposal, or any cost or expense incurred by any proposer prior to the execution of a purchase order or contract.

3.8 COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of a proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The proposer should not submit any information in response to this RFP which the proposer considers proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any solicitation when doing so reflects the best interest of the County.

3.11 AWARD

A. The contract resulting from this solicitation may be awarded to the responsible proposer per Section 1.3 of this RFP. The County reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.

B. The County reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.

C. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the proposer's site or hold a pre-award qualification hearing to determine if the proposer is capable of performing the requirements of this solicitation.

D. The proposer's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.

E. Any tie situations will be resolved in consonance with current written procedure in that regard.

F. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

G. A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in the County's Purchasing Procedure Manual.

3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

3.13 OTHER AGENCIES (NA under FHWA Guidelines)

~~With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.~~

3.14 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Procurement Services Manager.

3.15 WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the

manufacturer's standard warranty.

3.16 ESTIMATED QUANTITIES

Estimated quantities or dollars are for vendor's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.17 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.18 CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

3.19 LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.21 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

3.22 RESPONSIBILITY AS EMPLOYER

The employee(s) of the vendor shall be considered at all times as employee(s), and not an employee(s) or agent(s) of the County. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.23 INDEMNIFICATION

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

3.24 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

3.25 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.27 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or affect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be born by the vendor.

3.28 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.29 RIGHT TO AUDIT

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for a minimum of three (3) years, or as required by Florida law, whichever is longer, following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall

the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

3.30 PUBLIC RECORDS/ COPYRIGHTS

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws, and shall: 1. Keep and maintain public records that would be required by the County to perform the services identified herein. 2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. 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 contract term and following completion of the contract if the contractor does not transfer the records to the public agency. 4. Upon completion of the contract, at no cost to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the 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. Failure to comply with this section shall be deemed a breach of the contact and enforceable as set forth in Section 119.0701, Florida Statutes.

Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.32 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this RFP shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this RFP shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (http://www.dos.state.fl.us).

3.33 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for the successful performance under the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

3.34 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

3.35 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

3.36 TRUTH IN NEGOTIATION CERTIFICATE

For each contract that exceeds One Hundred Ninety Five Thousand dollars ($195,000.00), any organization awarded a contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting. Any contract requiring this certificate shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements.

3.38 TOBACCO PRODUCTS

Due to the acknowledged hazards arising from exposure to tobacco products, and to protect the public and employees' health, safety, comfort and environment, tobacco use is prohibited on any County owned building and property. Tobacco products include both smoking and smokeless tobacco.

RFP TITLE: Emergency Debris Monitoring Services (FHWA Guidelines)

NOTES:

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. **However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).**
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being "estimated" quantities, vendors are advised to review the "Estimated Quantities" clause contained in Section 3 of this solicitation.
- Any bid containing a modifying or "escalator" clause not specifically allowed for under the solicitation will not be considered.
- Unit prices shall govern for all services priced on that basis as requested under this solicitation.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at http://www.lakecountyfl.gov and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**
- **If the contractor has questions regarding the applicability of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records via the individual designated in provision 1.2 of this solicitation.**

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I:

The bidder must list below the dates of issue for each addendum received in connection with this RFP:

Addendum #1, Dated: _____

Addendum #2, Dated: _____

Addendum #3, Dated: _____

Addendum #4, Dated: _____

Part II:

☐ No Addendum was received in connection with this RFP.

Pricing shall be submitted using Attachment 1 of this RFP and shall be submitted in a separate, sealed envelope labeled "Price Proposal" on the exterior of the envelope. The vendor's name and address and "RFP 16-0631" should also appear on the exterior of the envelope.

By Signing this Proposal the Proposer Attests and Certifies that:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any contract(s) and/or other transactions required by award of this solicitation.

Certification Regarding Felony Conviction
Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☐ No (Check one)

Certification Regarding Acceptance of County VISA-based Payment System
Vendor will accept payment through the County VISA- based payment system: ☐ Yes ☐ No

Conflict of Interest Disclosure Certification
Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

DUNS Number (Insert if this action involves a federal funded project): _____

General Vendor Information and Proposal Signature – must be completed:

Firm Name: _____
Street Address: _____
Mailing Address (if different): _____
Telephone No.: _____ Fax No.: _____ E-mail: _____
FEIN No. ___ - _____ Prompt Payment Terms: _____ % _____ days, net ___
Signature: _____ Date: _____
Print Name: _____ Title: _____

THE FOLLOWING DOCUMENTS ARE ATTACHED

(Forms may be reproduced)

Attachment 1:	Pricing Form – SUBMIT IN SEPARATE SEALED ENVELOPE PER SECTIONS 1.3 AND 1.14
Attachment 2:	Firm Profile Form
Attachment 3:	Team Composition Form
Attachment 4:	Similar Projects/Reference Form
Attachment 5:	Website addresses for Federal and State Guidelines
Attachment 6:	Sample Agreement
Attachment 7:	FHWA Contract Requirements Clause Set
Attachment 8:	Conflict of Interest Disclosure
Attachment 9:	Drug Free Workplace Certificate
Attachment 10:	Certification Regarding Debarment
Attachment 11:	Anti-Lobbying Certification
Attachment 12:	Disadvantaged Business Enterprise Form
Attachment 13:	Public Entity Crime Certification
Attachment 14:	Truth in Negotiation Certificate

ATTACHMENT 1

Schedule of Hourly Billing Rates for Debris Monitoring Services

Complete this form and submit in a separate sealed envelope marked "Pricing Proposal" on the exterior with vendor name and address, RFP #16-0631. Submit at the same time as the Technical Proposal.

Item	Item Description	Unit of Measure	Unit Price
1	Project Manager	Hour	$
2	Operations Manager	Hour	$
3	GIS Analyst	Hour	$
4	Field Supervisor	Hour	$
5	Debris Site/Tower Monitor	Hour	$
6	Data Entry Clerk (Load Ticket)	Hour	$
7	Billing/Invoice Analysis	Hour	$
8	Administrative Assistant	Hour	$
9	Field Coordinator	Hour	$
	Other Work Classifications(Specify):		
	Other Expenses (Specify)		

ATTACHMENT 2 – FIRM PROFILE FORM

1. Firm Name & Address:

1a. FEIN #

_____

1b. Year Firm was established _____
(Must have minimum 15 years' experience w/debris monitoring services)

1c. Are you a "Not for Profit" 501(c)(3) organization?

Yes _____ No _____

If you answered yes, please provide proof.

1d. Licensed to do business in the State of Florida?

_____ Yes _____ No

1e. Name, Title & Telephone Number of Principal to Contact

1f. Address of office to perform work, if different from Item 1

2. Please list the key personnel that your firm will commit to the County project and attach a copy of each key person's resume.

3. The foregoing is a statement of facts.

Signature: _____ Date: _____

_____
(Typed or Printed Name) (Title)

Include a copy of the firm's license to practice business in the state of Florida following this page.

ATTACHMENT 3 - TEAM COMPOSITION

List prime consultant personnel, other key persons, and sub-consultants who shall be assigned to the project. *(Include licenses and a brief resume for each person listed following this page in the proposal.)*

Role	Name and City of Residence of individual assigned to the project	Florida Active Registrations Number (if any)
Project Manager		
Operations Manager		
Debris Monitoring Field Supervisor		
Debris Monitor		
Debris Loading Site Monitor		
Debris Tower/Site Monitor		
Clerical/Data Entry Supervisor		
Clerical/Data Entry Clerk		
Other: *(attach a separate list of other categories w/names)*		

PROPOSED SUBCONSULTANTS*:

Proposed role of Sub	Company Name & Address of Office Handling this Project	Sub Worked with Prime before (Yes or No)

**Are there any contractual agreements between the respondent (prime consultant) and any of the proposed subconsultants?*
__yes _____ no (If yes, include information describing the relationship and contract copies.)

ATTACHMENT 4 - SIMILAR PROJECTS FORM

List work which best illustrates current qualifications relevant to the County's project/contract performed by personnel that will be assigned to the County's project. Minimum of five (5) debris monitoring projects within the last 12 years, three (3) of which are 1,000,000 cubic yards or more. This form may be reproduced.

Project Name, Entity Name, Address & Location	Contact Person: Title:
Completion Date (Actual or Estimated) _____ Project Cost: $ _____	Telephone Number

Scope of Entire Project: List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items).

Firm's personnel (name/project assignment) that worked on the stated project that shall be assigned to the County's project.

ATTACHMENT 5 - WEBSITES

FHWA Guidelines:

- http://www.fhwa.dot.gov/

FDOT Guidelines:

- http://www.dot.state.fl.us/statemaintenanceoffice/scopes.shtm

ATTACHMENT 6 – SAMPLE AGREEMENT

AGREEMENT BETWEEN

LAKE COUNTY, FLORIDA, AND

[VENDOR]

FOR EMERGENCY DEBRIS MONITORING SERVICES

RFP #16-0631

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, herein referred to as the COUNTY, by and through its Board of County Commissioners, and [vendor], a for profit corporation authorized to do business in the State of Florida, its successors and assigns, herein referred to as the CONSULTANT.

WHEREAS, the COUNTY publicly submitted a Request for Proposals (RFP), #16-0631, to retain a qualified consultant to provide debris monitoring services for debris collection and sites, to coordinate and manage storm debris management activities, and to furnish potential solutions to Lake County with regard to its debris management plan in accordance with applicable regulations of the Federal Highway Administration (FHWA) and Florida Department of Transportation (FDOT) and in conjunction with the County's needs (hereinafter referred to as the PROJECT); and

WHEREAS, the CONSULTANT desires to perform such services subject to the terms of this Agreement in conjunction with the County's needs and in accordance with the applicable laws and regulations of the Federal Highway Administration (FHWA).

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein by reference.

Article 2. Purpose

2.1 The purpose of this Agreement is for the CONSULTANT to provide debris monitoring services for debris collection and sites, to coordinate and manage storm debris management activities, and to furnish potential solutions to Lake County with regard to its debris management plan in accordance with applicable regulations of the Federal Highway Administration (FHWA) and Florida Department of Transportation (FDOT) and in conjunction with the County's needs.

Article 3. Scope of Professional Services

3.1 On the terms and conditions set forth in this Agreement, the COUNTY hereby engages the CONSULTANT to perform the services set forth herein in **Attachment A**, known as the Scope of Services, attached hereto and incorporated herein by reference. The CONSULTANT shall be governed by the Fee Schedule set forth in **Attachment B**, attached hereto and incorporated herein by reference, unless such schedule is amended by mutual, written agreement of each party's project manager.

3.2 This Agreement shall commence on the first calendar day of the month succeeding its approval by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the COUNTY's Office of Procurement Services; and contingent upon the completion and submittal of all required pre-award documents. The initial term of this Agreement shall be from, the date of award through January 31, 2020. The CONSULTANT shall maintain, for the entirety of this Agreement, if any, the same prices, terms, and conditions included within this Agreement.

3.3 The COUNTY shall have the option to renew this Agreement for two (2) additional one (1) year period(s). Prior to the completion of each exercised term of this Agreement, the CONSULTANT shall be notified in writing of the COUNTY's intent to renew. At that time, the COUNTY may consider an adjustment to price based on changes as published by the U.S. Department of Labor, Bureau of Labor Statistics (www.bls.gov). It is the CONSULTANT's responsibility to request any pricing adjustment in writing under this provision. The CONSULTANT's written request for adjustment should be submitted at least thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the COUNTY will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The COUNTY reserves the right to reject any written price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a COUNTY prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the COUNTY.

3.4 The CONSULTANT shall coordinate and work with any other consultants retained by the COUNTY. The CONSULTANT acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

3.5 The CONSULTANT shall not enter upon private property for any purpose without obtaining permission and shall be responsible for the preservation of all public and private property, along and adjacent to the work site and shall use every precaution necessary to prevent damage or injury thereto. When or where any direct or indirect damage or injury is done to public or private property by or on account of the work hereunder, or in consequence of the non-execution thereof on the part of the CONSULTANT, the CONSULTANT shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done. If the CONSULTANT fails to restore such damaged or injured property, the COUNTY may make such repairs as are necessary and deduct the cost of such repairs from the contract balance.

Article 4. Payment

4.1 Payment shall be made in accordance with the Fee Schedule as attached in **Attachment B**. This is an indefinite quantity contract with no guarantee services will be required. There is no guaranteed minimum or maximum dollar amount or volume to be expended. A copy of the COUNTY's Purchasing Policy and Procedures shall be made available to the CONSULTANT upon request.

4.2 The CONSULTANT shall submit monthly invoices by the tenth (10th) calendar day of each month. These invoices shall be submitted to the COUNTY user department(s) that requested the service through a purchase order. The invoices shall be itemized and reflect the type of service provided to the COUNTY in the prior month.

All invoices shall contain the contract and/or purchase order number, the date and location of delivery or service provided, and any other information needed to enable formal acceptance of the services and authorization for payment by the COUNTY. Failure to submit invoices in the prescribed manner will delay payment, and the CONSULTANT may be considered in default of contract and this Agreement may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

4.3 The COUNTY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, Sections 218.70 through 218.79, Florida Statutes.

4.4 Other than the common expenses, travel expenses, administrative and technical support expenses and computer expenses, if any, shall be paid as set forth in **Attachment B**, attached hereto and incorporated herein by reference. The CONSULTANT shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

4.5 In the event a specific project is to be funded by federal, state, or other local agency monies, the CONSULTANT hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including receiving no payment until all required forms are completed and submitted. A copy of the requirements shall be supplied to the CONSULTANT by the COUNTY.

Article 5. COUNTY's Responsibilities

5.1 The COUNTY shall promptly review the deliverables and other materials submitted by the CONSULTANT and provide direction to the CONSULTANT as needed. The COUNTY shall designate one COUNTY staff member to act as COUNTY's Project Coordinator.

5.2 The COUNTY shall reimburse CONSULTANT, in accordance with the Fee Schedule listed in Article 4 above for required services timely submitted and approved and accepted by COUNTY in accordance with the terms of this Agreement.

5.3 The COUNTY will provide to the CONSULTANT all necessary and available data, photos and documents the COUNTY possesses that would be useful to the CONSULTANT in the completion of the required services.

Article 6. CONSULTANT's Responsibilities

6.1 The CONSULTANT shall perform the work described in the Scope of Services and the Scope of Work, attached and incorporated by reference herein as **Attachment A**.

6.2 The CONSULTANT shall assign the project personnel proposed in its submittal to the COUNTY's RFP to fulfill this Scope of Services unless the COUNTY agrees to substitutions.

6.3 The CONSULTANT shall coordinate and lead all meetings necessary to accomplish Scope of Services. Preparation of all agendas, advertising, meeting minutes and sign-in sheets as necessary.

6.4 The CONSULTANT shall manage all sub-consultants to fulfill this Scope of Services.

6.5 The CONSULTANT shall provide all deliverables in format(s) as specified by the COUNTY.

6.6 The CONSULTANT shall provide any requested progress or status reports necessary for grant administration.

6.7 The CONSULTANT shall complete and submit all forms and certificates required by federal and state agencies listed on **Attachment C**, attached and incorporated by reference herein.

6.8 The CONSULTANT shall comply with all federal-aid contract provisions set forth in **Attachment D**, attached and incorporated by reference herein, and required federal provisions for the Emergency Relief Program, attached and incorporated by reference herein as **Attachment E**.

Article 7. Special Terms and Conditions

7.1 Qualifications. All firms or individuals will be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the work required under this Agreement.

7.2 Termination. The COUNTY reserves the right to terminate this contract, in part, or in whole, or affect other appropriate remedy in the event the CONSULTANT fails to perform in accordance with the terms and conditions stated herein. The COUNTY further reserves the right to suspend or debar the CONSULTANT in accordance with County ordinances, resolutions, and/or administrative orders. The CONSULTANT will be notified by a written letter of the COUNTY's intent to terminate with a fifteen (15) days' notice and an appropriate time period to cure any such breach. In the event of termination for default, the COUNTY may procure the required goods and/or services from any source and use any method deemed in its best interest.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required advance written notice, the COUNTY shall reimburse the CONSULTANT for actual work satisfactorily completed.

B. Termination for Cause. Termination by COUNTY for cause, default, or negligence on the part of the CONSULTANT shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONSULTANT shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

7.3 Subletting of Contract. This Agreement shall not be sublet except with the written consent of the COUNTY's Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the subcontract or subjecting the COUNTY to liability of any kind to any subconsultant. No subcontract shall under any circumstances relieve the CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONSULTANT.

7.4 Indemnity. The CONSULTANT agrees for good and valuable consideration in the amount of ten dollars ($10.00) to indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the professional in the performance of the contract.

7.5 Independent Consultant. The CONSULTANT agrees that it shall be acting as an independent CONSULTANT and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. The CONSULTANT shall have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. Additionally, the CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

7.6 Ownership of Deliverables. The CONSULTANT agrees all Tasks and/or deliverables under this Agreement, and other data generated or developed by the CONSULTANT under this Agreement or furnished

by the COUNTY to the CONSULTANT shall be and remain the property of the COUNTY, including any applicable copyrights. The CONSULTANT shall perform any acts that may be deemed necessary or desirable by the COUNTY to evidence more fully transfer of ownership of all Tasks and/or deliverables to the COUNTY. Additionally, the CONSULTANT hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement.

7.7 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, the CONSULTANT shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONSULTANT by the COUNTY pursuant to this Agreement.

7.8 NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work shall relieve the CONSULTANT of his duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONSULTANT expressly acknowledges and agrees that the CONSULTANT shall receive no damages for delay. However, this provision shall not preclude recovery or damages by the CONSULTANT for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, CONSULTANT shall be entitled to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above. Should the CONSULTANT be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of the CONSULTANT, the CONSULTANT shall notify the COUNTY in writing within two (2) regular work days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONSULTANT may have had to request a time extension.

7.9 Retaining Other Consultants. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

7.10 Accuracy. The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services.

7.11 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

7.12 Truth in Negotiation Certificate. For all lump-sum or cost-plus fixed fee contracts exceeding One Hundred Ninety Five Thousand dollars ($195,000.00), the firm awarded the contract must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any contract requiring this certificate shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

7.13 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a CONSULTANT, supplier, subconsultant, or consultant under a contract with any public entity in excess of the threshold amount provided

in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

7.14 Prohibition Against Contingent Fees. The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

7.15 Right to Audit. The COUNTY reserves the right to require the CONSULTANT to submit to an audit by any auditor of the COUNTY's choosing. The CONSULTANT shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. The CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

7.16 Public Records/Copyrights.

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the CONSULTANT for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT's office or facility. The CONSULTANT shall maintain the files and papers for not less than five (5) complete calendar years after the Project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of this Agreement, the CONSULTANT shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

B. Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in the COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

C. Pursuant to Section 119.0701, Florida Statutes, the CONSULTANT shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records required by the COUNTY to perform the services identified herein.

2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.

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 contract term and following completion of the contract if the CONSULTANT does not transfer the records to COUNTY.

4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT or keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public records to the COUNTY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY PROCUREMENT SERVICES, 352-343-9839, 315 W. MAIN STREET, TAVARES, FLORIDA 32778, dvillinis@lakecountyfl.gov.

7.17 Insurance. The CONSULTANT shall provide and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring CONSULTANT against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the CONSULTANT under the terms and provisions of this Agreement. The CONSULTANT is responsible for timely provision of certificate(s) of insurance to the COUNTY at the certificate holder address evidencing conformance with the requirements under this Agreement at all times throughout the term of the Agreement.

Such policies of insurance, and confirming certificates of insurance, shall insure the CONSULTANT in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	$1,000,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain worker's compensation insurance, the CONSULTANT must provide a notarized statement that if he or she is injured; he or she will not hold the COUNTY responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employee	$1,000,000
Disease-Policy Limit	$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of $1,000,000 and annual aggregate of $2,000,000.

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any change, cancellation, or nonrenewal of the provided insurance. It is the CONSULTANT's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the CONSULTANT to certify compliance, on the certificate of insurance, with all of the above requirements, then the CONSULTANT is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation number in the Description of Operations section of the Certificate.
Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the COUNTY.

The CONSULTANT shall be responsible for subconsultants and their insurance. Subconsultants are to provide certificates of insurance to the CONSULTANT evidencing coverage and terms in accordance with the CONSULTANT's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions or the CONSULTANT or subconsultant shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONSULTANT and/or subconsultant providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Agreement for default.

Neither approval by the COUNTY of any insurance supplied by the CONSULTANT or subconsultant(s), nor a failure to disapprove that insurance, shall relieve the CONSULTANT or subconsultant(s) of full responsibility for liability, damages, and accidents as set forth herein.

7.18 Federal and/or State Clauses, Terms, and Conditions.

A. Use of the Federal E-Verify System

1. The CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR during the term of the contract; and

Shall expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

B. Employment of State Residents:

The CONTRACTOR shall give preference to the employment of state residents in the performance of the work on the project if state residents have substantially equal qualifications to those of nonresidents. The term "substantially equal qualifications" refers to a situation wherein the CONTRACTOR cannot make a reasonable determination that the qualifications held by one person are better than the qualifications of another person. The CONTRACTOR must contact the Department of Economic Opportunity to post its employment needs in the state's job bank system. However, in work involving the expenditure of federal aid funds, this section may not be enforced in such a manner as to conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

C. Indemnification:

The CONTRACTOR shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents, or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the CONTRACTOR, its officers, agents or employees.

7.19 Conflict of Interest. The CONSULTANT hereby certifies that no officer, agent, or employee of the COUNTY has any material interest, as defined in Chapter 112, Florida Statutes, either directly or indirectly in the CONSULTANT as a business entity, and that no such person shall have any such interest at any time during the term of this Agreement unless approved in writing by the COUNTY upon consultation with its attorney.

7.20 Key Personnel. The CONSULTANT agrees that each person listed or referenced in the qualifications package shall be available to perform the services described herein for the COUNTY barring illness, accident, or other unforeseeable events of a similar nature in which case the CONSULTANT must be able to promptly provide a qualified replacement. In the event the CONSULTANT desires to substitute personnel, the CONSULTANT shall propose a person with equal or higher qualifications and each replacement person is subject to prior written approval of the COUNTY. In the event the requested substitute is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to terminate this Agreement.

7.21 Grant Funding. In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, the CONSULTANT hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority

firms, women's business enterprises, and labor surplus area firms. The CONSULTANT shall furthermore comply with all required Federal provisions for Emergency Relief Program Debris Monitoring Agreements, attached and incorporated by reference herein as **Attachment G**. Payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of the CONSULTANT pursuant to the grant funding requirements.

7.22 Tobacco Products. Due to the acknowledged hazards arising from exposure to tobacco products, and to protect the public and employees' health, safety, comfort and environment, tobacco use is prohibited on any COUNTY owned building and property. Tobacco products include both smoking and smokeless tobacco.

7.23 Certificate of Competency/Licensure, Permits, and Fees. The CONSULTANT shall, at all times during the term of this Agreement, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying all persons, firms, corporations or joint ventures performing the work described herein. If work for other trades is required in conjunction with this Agreement and will be performed by a sub-consultant(s) or vendor(s) hired by the CONSULTANT, an applicable Certificate of Competency/license issued to the sub-consultant(s)/hired vendor(s) shall be submitted by the CONSULTANT to the COUNTY prior to beginning the relevant work; provided, however, that the COUNTY may at its option and in its best interest allow the CONSULTANT to supply the subconsultant(s)/hired vendor(s) certificate/license to the COUNTY during the pendency of the work being performed. The CONSULTANT is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this Project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the COUNTY or the CONSULTANT for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the CONSULTANT.

7.24 Protection of Property. All existing structures, utilities, services, roads, trees, shrubbery, and property in which the COUNTY has an interest shall be protected against damage or interrupted services at all times by the vendor during the term of this Agreement, and the CONSULTANT shall be held responsible for repairing or replacing property to the satisfaction of the COUNTY which is damaged by reason of the CONSULTANT's operation on the property. In the event the CONSULTANT fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to the vendor.

7.25 Omission from the Specifications. The apparent silence of this specification and any addendum regarding any details, or the omission from the specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

7.26 On Site Project Manager. The CONSULTANT shall appoint a specific project manager for the overall coordination and communication with the COUNTY. If the assigned project manager cannot be located on-site at all times, the CONSULTANT will assign a competent on-site operations manager who shall remain on the jobsite at all times during the progress of the work. The term "competent" includes the ability to clearly communicate, orally and in writing, in English. The on-site manager shall be the primary representative under this Agreement for the CONSULTANT. All authorized communications given to the on-site manager by the COUNTY, and all contract-related decisions made by the on-site manager, shall be binding to the CONSULTANT. The on-site manager shall be considered to be, at all times, an employee of the CONSULTANT under its sole direction and not an employee or agent of the COUNTY.

7.27 Special Notice Regarding Federal and/or State Requirements. This purchase action is being supported in whole or in part by Federal and/or State funding. Therefore, this Agreement includes provisions related to various specific federal and/or state requirements. All such clauses shall be considered and treated as "flow-down" clauses that shall be considered applicable to any prime contract and any subcontract associated with

performance under this Agreement. Detailed review of all terms and conditions included in this Agreement is strongly encouraged to ensure that full compliance with all contractual requirements is considered throughout performance under this Agreement at prime CONSULTANT and subconsultant levels.

7.28 Toxic Substances/Federal "Right To Know" Regulations. The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) and the Florida "Right-to-Know" Law requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the CONSULTANT shall be required to provide two (2) complete sets of Material Safety Data Sheets to each User Department utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis. Any time the content of an MSDS is revised, the CONSULTANT shall promptly provide a new MSDS to the COUNTY which includes the new information relevant to the specific material.

7.29 Training. Upon request, the CONSULTANT shall provide an intensive training program to COUNTY personnel regarding the services supplied by the firm in conjunction with this Agreement. The CONSULTANT shall bear all costs of registration fees and manuals and texts, or other instructional materials associated with the required training.

7.31 Completion of Work. The COUNTY will issue an official Notice to Proceed for the services referenced herein. The Notice to Proceed shall be sent via email and followed by regular mail. Under no circumstances shall the COUNTY be liable for any services rendered unless the written Notice to Proceed has been sent and received by the CONSULTANT. The CONSULTANT must acknowledge receipt of the written Notice to Proceed.

Upon Notice to Proceed and mobilization, the CONSULTANT shall provide the COUNTY with a reasonable estimated timeframe in which the work will be completed. The COUNTY will use the CONSULTANT's estimate to develop a period of performance for work to be completed. This period of performance may be adjusted at the COUNTY's discretion. All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the CONSULTANT, except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the CONSULTANT. In these cases, the CONSULTANT shall notify the COUNTY of the delays in advance of the original completion date so that a revised delivery schedule can be appropriately considered by the COUNTY.

Should the CONSULTANT fail to complete the work within the number of days as stated in its offer, it is hereby agreed and understood that the COUNTY reserves the authority to cancel this Agreement with the CONSULTANT and to secure the services of another CONSULTANT to complete the work. If the COUNTY exercises this authority, the COUNTY shall be responsible for reimbursing the CONSULTANT for work which was completed and found acceptable to the COUNTY in accordance with this Agreement's specifications. The COUNTY may, at its option, demand payment from the CONSULTANT, through an invoice or credit memo, for any additional costs over and beyond the original Agreement price which were incurred by the COUNTY as a result of having to secure the services of another vendor. If the incumbent vendor fails to honor this invoice or credit memo, the COUNTY may terminate the contract for default.

7.32 Acceptance of Services. The services rendered pursuant to this Agreement shall not be deemed complete until accepted by the COUNTY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event that the service does not conform to the specifications, the COUNTY reserves the right to terminate the contract and will not be responsible to pay for any such service.

7.33 Compliance with Federal Standards. All items to be purchased under this Agreement shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

7.34 Risk of Loss. The CONSULTANT assumes the risk of loss of damage to the COUNYTY's property during possession of such property by the CONSULTANT and until delivery to, and acceptance of, that property to the COUNTY. The CONSULTANT shall immediately repair, replace or make good on the loss or damage without cost to the COUNTY, whether the loss or damage results from acts or omissions (negligent or not) of the CONSULTANT or a third party.

The CONSULTANT shall indemnify and hold the COUNTY harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement. The CONSULTANT shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may issue thereon.

Article 8. Miscellaneous Provisions

8.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

8.2 Neither party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

8.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

8.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

8.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

8.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

8.7 During the term of this Agreement the CONSULTANT assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against CONSULTANT employees or applicants for employment. The CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

8.8 The CONSULTANT shall at all times comply with all Federal, State and local laws, rules and regulations.

8.9 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

8.10 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONSULTANT:

If to COUNTY:
County Manager
Lake County Administration Bldg.
Post Office Box 7800
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 9. Scope of Agreement

9.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

9.2 This Agreement contains the following Attachments:

Attachment A	Scope of Services
Attachment B	Fee Schedules
Attachment C	FHWA Information/Requirements with Attached FDOT Forms
Attachment D	FHWA Required Federal-Aid Provisions
Attachment E	Required Federal Provisions for Emergency Relief Program Debris Monitoring Agreements

{The remainder of this page intentionally left blank}

Agreement between Lake County, Florida and [VENDOR], for Disaster Debris Monitoring Services; RFP #16-0631

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chair and by CONSULTANT through its duly authorized representative.

CONSULTANT

_____

License Numbers:

This _____ day of _____, 2016.

COUNTY

ATTEST:

Lake County, Florida

_____

Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida

_____

Sean M. Parks, Chairman

This _____ day of _____, 2016.

Approved as to form and legality:

_____

Melanie Marsh, County Attorney

ATTACHMENT A

SCOPE OF SERVICES

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2.0 GENERAL

This statement of work describes and defines the services which are required for the execution of debris removal monitoring for Lake County, hereafter referred to as County. The Consultant shall provide all services described herein. Activities include, but are not limited to, monitoring the following: field operations regarding all storm generated debris; debris pickup, debris hauling, debris staging and reduction, temporary debris storage site management, debris management, and final disposal of debris to an approved facility. All work under the contract shall be performed in accordance with the County Debris Management Plan. The County, at its sole discretion, may cancel this contract at any time if in the best interest of the County.

The Consultant shall have experience in the Federal Highway Administration Emergency Relief Program (FHWA-ER), the Federal Emergency Management Agency Public Assistance Program (FEMA-PA), and other applicable federal, state and/or local programs to assist the County in its Emergency Response and Recovery efforts. Proper documentation by the Consultant as required by FHWA and FEMA is required for all debris removal monitoring operations to ensure reimbursement to the County from the appropriate agency.

The Consultant will be responsible for tracking all of the contract costs and adhering to the 'not to exceed' limit as defined. Proper notification must be given to the County as costs approach this limit.

The work will begin upon authorization by the County. No guarantee on minimum or maximum amounts per items proposed is made under this Contract. No adjustment to proposal prices will be considered due to increases or decreases in estimated quantities or fuel costs.

2.1 DEFINITIONS

City: An incorporated geographical area within Lake County

Consultant: The person or entity which includes employees, partners, principals, agents and assignees who are a party to this agreement for the purpose of providing services

County: Geographical and political boundaries created by the state

Data Manager: Manager of data collected from monitoring operations and employed by the Consultant

Debris: Debris is scattered items and materials broken, destroyed, or displaced which is generated by an event and is located within a designated area

Debris Collection Monitor: Employee of the Consultant who observes the Debris Removal Contractor removing debris from assigned areas

Debris Management Plan: The plan establishes policies, procedures, and guidelines for recovery from debris generating disaster events

ATTACHMENT A

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Debris Removal Contractor: A person or entity, including employees, partners, principals, agents and assignees that are under contract with the Department to remove storm deposited debris according to federal and state guidelines

Disposal Site Monitor: A Disposal Site Monitor is the designated Consultant's employee(s) assigned to the debris disposal site to manage disposal operations and monitor debris removal contractor's performance. The duties include, but are not limited to, ensuring the debris is eligible, to quantify and accurately document debris loads consistent with FEMA and FHWA guidelines

County Debris Manager: A County staff member who functions as the County point of contact and is responsible for providing overall supervision of debris clearance, removal, and disposal operations

Emergency Operations Center (EOC): An emergency operations center, or EOC, is a central command and control facility responsible for carrying out the principles of emergency preparedness and emergency management, disaster management functions at a strategic level in an emergency situation

Exit Site Monitor: Employees of the Consultant who observe outbound trucks at Temporary Debris Management sites

Federal Emergency Management Agency (FEMA): FEMA is a funding source to the Department for activities during an event declared a disaster by the President of the United States. FEMA eligible debris removal is second and subsequent passes on FHWA roadways and other roadways not on the federal aid system

Federal Highway Administration (FHWA): FHWA, through the Emergency Relief program administered by the Department, is a federal funding source for work on Federal-Aid roadways and facilities. FHWA has designated federal aid roadways also known as "on-system" roadways that are eligible for Emergency Relief funding

Field Operations Manager: Employee of the Consultant who oversees Debris Removal Contractor(s) and general field operations including monitors and data managers

Hand Held Units (HHU): Hand Held Unites are devises used to write data to, and read data from, removable storage media. The HHU are used in electronic debris monitoring

Notice to Proceed: This is a written notice issued to the Consultant by the County fixing the date on which operations outlined will commence

Project Manager: The Project Manager is a Consultant who functions as the point of contact for the County responsible for the overall project management and coordination of the debris monitoring services required to oversee the debris removal operations

System: The word "System" is used in reference to the electronic portion of electronic debris monitoring

System Database: A system database is a compilation of all information gathered or reconciled and meets requirements set forth by this Scope of Services

Temporary Debris Management Sites: A Florida Department of Environmental Protection authorized site where debris is stored, reduced, burned, grinded, or sorted. Debris resides at the site for a relatively short period of time prior to final disposal during the debris management process

Ticket Manager: Consultant responsible for overseeing the electronic ticket processing

2.2 PERSONNEL QUALIFICATIONS

Data Manager: Must have two years' experience working with a relational database management system. The Data Manager will work under the supervision of the Project Manager.

Debris Collection Monitors, Exit Site Monitors, and Disposal or Tower Monitors: Must have a High School Diploma or GED and be adequately trained on Debris Operations.

Field Operations Manager: A Field Operations Manager must have a minimum of two years' experience in disaster debris management.

Project Manager: A Project Manager must have a minimum of five years' experience in disaster debris management. A minimum The Project Manager must also be a permanent staff employee of the consultant.

2.3 SERVICES TO BE PROVIDED BY THE CONSULTANT

A. Administration

The following services shall be performed by the Consultant:

1. The Consultant shall ensure daily reports are provided to the County Debris Manager or designee and other key County personnel within a minimum number of hours requested by the Debris Manager. The Consultant shall ensure that debris monitors report within a minimum number of hours after the disaster event.

2. It is the responsibility of the Consultant to assist the Department in performing:

   a. Contract Administration
   b. Damage Assessment
   c. Environmental Permitting of temporary debris management sites d) Truck Certification
   d. Debris Removal Monitoring

e. Quality Assurance and Quality Control of all documentation pertaining to debris removal monitoring.
f. Assist the Department in responding to public inquiries.
g. Be available to address questions from FEMA and FHWA both during and after services have been performed.

3. Provide assistance as needed pre-event which may require location in a designated city.

B. Debris Monitoring Operations

The Consultant shall coordinate with the County to schedule debris removal monitoring and contractor operations. The consultant shall provide the following:

Project Manager who shall be responsible for the overall project management and coordination of the debris monitoring services required to oversee the debris removal operations. The Project Manager shall be the point of contact to the County. The Project Manager shall assign Field Operations Manager(s) to oversee the debris removal contractor(s), monitors, and a Data Manager to provide supervision of the data entry operations and documentation process. Project Manager duties include but are not limited to the following:

1. Ensure a sufficient number of trained debris monitors are available to monitor the "first push" (cut & toss) operations.
2. Ensure a sufficient number of trained debris monitors are available to monitor all "first pass" and subsequent passes of debris removal and hauling activities.
3. Provide tower / disposal site monitors to observe and record all debris loads entering the temporary debris management sites.
4. Provide tower / disposal site monitors to observe and record all debris loads exiting the temporary debris management sites for final disposal.
5. Provide data entry and document processing personnel if applicable.
6. Conduct safety meetings with field staff, as necessary.
7. Respond to and document issues regarding complaints, damages, accidents or incidents involving the Consultant or Contractor personnel and ensure that they are fully documented and reported.
8. Coordinate daily briefings with the County and the debris removal contractor(s), daily status reports of work process and staffing.
9. Ensure the documentation of environmental authorizations and/or permits for temporary debris management sites and final disposal.
10. Review and reconcile debris removal contractor invoices submitted to the County.

11. Preparation of interim operations and status reports and final report, as directed by the County.

C. Field Monitoring

The Consultant shall provide trained staff in sufficient numbers to adequately monitor all operations supervised by Field Operations Managers. Duties of monitors shall include, but are not limited to, the following:

1. Truck certification and documentation of all vehicles used in the debris removal activities.
2. Quality assurance / quality control (QA/QC) of truck certification measurements throughout life of project.
3. Provide monitoring services and documentation of all eligible debris removal activities from Federal Aid eligible roadways – First Push (Cut & Toss) and First Pass.
4. Provide monitoring services and documentation of all eligible debris removal activities on non-Federal Aid eligible roadways, **As Directed by the County**-- First Push (Cut & Toss) and First Pass.
5. Provide monitoring services and documentation of all eligible debris removal activities from second and subsequent passes on all roadways, **As Directed by the County.**
6. Ensure that ineligible debris is not collected by the debris removal contractor, unless directed in writing by the County.
7. Disposal Site / Tower Monitors will observe and record the truck quantity estimates of inbound and outbound debris.
8. Exit Site Monitors will observe that all outbound trucks are fully discharged of their load prior to exit of the temporary debris management site.
9. Monitors will ensure that accurate, legible, and complete documentation is provided through load tickets, truck certifications, and/or other logs and reports, as required.
10. Maintain photo documentation of the debris removal trucks and activities, specifically of the hazardous stump removal process, hangers, leaners, or tree removal and/or other special or unusual occurrences in the field.
11. Document and report activities to the County which may require remediation, such as: fuel spills, hazardous materials collection locations, and other similar environmental concerns.
12. Document and report to the County damages which occur on public or private property as a result of the debris removal operations.
13. Document and report to the County any violations of Department of Environmental Protection's (DEP) debris site conditions.
14. If DEP debris site conditions are violated the Consultant shall oversee tasks sufficient to satisfy the DEP performed by the debris removal contractor.

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D. Data Management and Documentation

The Consultant shall ensure all necessary documentation is provided as follows:

1. Ensure all eligible debris removal operations activities are documented and tracked specific to the FHWA-ER program, the FEMA PA program or other applicable Federal, state or local agencies.
2. Documentation of the number of crews and types of equipment utilized, actual hours of operation, and locations of work performed during the time and materials phase of operations.
3. Completion of truck certifications, equipment certifications, and establishment of a QA/QC program throughout the life of the project.
4. Load tickets documenting the eligible debris removal and/or disposal activities by the applicable program FHWA – ER or FEMA PA, and/or other federal, state or local programs as outlined in and in accordance with the Debris Management Plan.
5. Documentation of eligible hazardous stump removal, hangers, leaners, or tree removal which includes photos, GPS coordinates street or milepost identifier, and/or other information as available and applicable.
6. Environmental authorizations and/or permits, as applicable.
7. Daily electronic spreadsheet summaries of cubic yards / tons collected by Federal program. The daily summary shall be communicated to the County Emergency Coordination Officer (DECO) or designee.
8. Production in electronic format (scanned) and paper copies of all documentation for submittal to Federal and/or State agencies.
9. Provide certified weigh master if necessary.
10. Assist the Department in creating field maps using GIS, as well as track and present contractor progress in GIS.
11. Organize, maintain, and provide the County electronic copies of documentation in a satisfactory manner. All documentation and information related to the project shall be surrendered to the County upon completion of the project.

The Consultant may exercise the option to utilize electronic debris monitoring and if chosen, the Consultant must comply with requirements set forth in sections E through G.

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E. Equipment Requirements

1. Data Storage Media – Debris management data will be stored and transferred on encryption protected removable data storage media. All data media will be provided by the Consultant. Data must include a unique user ID which identifies the user's role, limits the user's ability to collect or validate information, etc. and employs an anti-tampering mechanism. Consultant shall provide media to each person performing a debris mission role that results in data collection, i.e.,

2. Handheld Units (HHU) - The Consultant will provide weather proof and shock resistant handheld units (HHU) for recording debris management data in the field. These HHU devices will be capable of writing data to, and reading data from, the removable data storage media. HHUs shall have the capability to determine locations by GPS and the capability to write GPS coordinates to the removable media. The HHUs will perform two functions: (1) Recording of initial load data information, and (2) verification of vehicle certification, and recording of debris type and quantity and (3) All field units will be operated by stand- alone power sources which will allow the units to perform uninterrupted for a shift.

    a. HHUs capable of recording truck certification data onto driver removable media are used at the truck certification area. Truck certification records will include truck measurements, Truck ID, Driver ID and a digital photograph of the truck and trailers.

    b. HHUs capable of recording user ID information, including a unique user ID, digital photograph and any additional user information required for system operation.

    c. GPS- HHU units shall have integrated GPS capability. GPS readings (accuracy within 3 meters of the HHU) shall automatically be recorded without any additional manual effort each time the HHU unit records and retrieves information related to the debris mission. External GPS units shall have reliable connectivity to the HHU and be rugged and durable.

3. Durable Printer – The Consultant shall provide a durable printer to print load tickets at the request of the Department. Once the tower manager completes the load data entries the information shall be transmitted to the printer. The printer will print a minimum 2 copies of the ticket. Two copies shall be given to the driver (one copy for the driver and the other for the prime contractor. The HHU should have program flexibility to alter the number of printed tickets. The printed ticket paper and print shall be of a quality that the print is not affected by harsh weather conditions and does not fade over time, nor smear or deteriorate due to moisture or UV rays. All field units will be operated by stand-alone power sources which will allow the units to perform uninterrupted for a minimum of a shift.

4. Server(s) – The Consultant shall provide computer servers for the storage and maintenance of records. The data contained in the Consultant's database shall be placed on the Internet for controlled use, and be password protected by the Consultant. Upon completion of the work, the consultant shall surrender the records to the County who shall maintain the official database and

records on its government furnished secure server. Access to the County server is limited to "Official Use Only". The County server is provided and maintained by the County.

5. Back-up equipment – In the event of equipment malfunction, loss or damage, the Consultant shall assure a sufficient supply of replacement equipment and personnel are available such that production is not affected. The back-up equipment shall be readily available on-site for rapid distribution.

6. GIS – GIS mapping shall be provided by the Consultant from the most current source(s) available. This information shall be used as a base map to visually illustrate work zones, ticket and tower personnel locations and activities, work progress, historically and/or environmentally sensitive areas, geospatial data and other mission informational needs from the data gathered by the HHUs.

7. Internet Accessible Database – The Consultant will establish a web-based database which is updated daily if not real-time. The data shall be accessible, by permission only, to subcontractors, local and state officials, and others, on a "need to know" basis. Database access will be role-based and no direct access to the data tables shall be allowed, unless approved by the County.

F. General Statement of Electronic Debris Monitoring System Parameters

1. The system must utilize an encryption protected removable data storage device. The data storage device will store data collected in the field, such as fields from traditional debris paper load tickets as well as truck certification information. The device must be capable of depicting images and other identifying data.
2. The system must have a database capable of storing all data collected in the field. The Consultant shall provide the County a copy of the database with a matching structure at the completion of the work unless otherwise specified.
3. The system must include the capability to share database records with contractors, subcontractors, the County, and others via the internet. Data contained in the system must be password protected, implement role-based access controls, and must have viewing, printing, and editing capabilities. Each contractor, subcontractor and client must have permissions that allow only them to review and print information specific to their needs. The system shall also have the capability to generate reports on all aspects of the debris mission.
4. The Consultant shall use the HHU to initiate the load data by entering the debris type into the HHU. The driver's media card will either be swiped or inserted into the HHU and the HHU will write the debris type, pick-up GPS location, address of pick-up if applicable, time, date, truck certification, and driver information, and the ticket manager's unique ID code onto the removable media. Once the data is written to the media, the Ticket Manager will return the media to the driver. By this action, the Consultant verifies the debris meets FHWA (and FEMA) eligibility requirements.

5. HHUs are used at the debris verification area of disposal site(s) by the Tower Manager. The vehicle driver presents the removable media, which was previously initiated by the Field Monitor, to the tower management personnel located in the disposal site tower(s). The Tower Manager verifies the debris classification is appropriate (vegetative, C&D, mixed, etc.) and manually revised, if needed, verifies vehicle and driver information is correct, estimates and enters the load quantity into the HHU. The HHU will automatically extract the information recorded earlier on the smart card and add the information to the Tower Manager's HHU, including the date, time of debris arrival, site ID, GPS readings, load quantity, and Tower Manager unique ID code.
6. All information regarding each debris load will be stored in the HHUs internal memory or on a separate, encryption-protected removable media device. The debris load information will be uploaded to the County and Consultant database systems. Once this information is recorded, the Tower Manager's HHU will clear the removable media's debris data for the driver to reuse.
7. The media will retain a running total of the quantity and type of debris hauled by a particular vehicle. All debris load information within the Tower Manager HHU will be retained until upload to the database has been accomplished and confirmed by authorized personnel. Direct access to data on the HHU will be restricted to personnel specifically authorized to do so by the County.

G. Functional Specifications and System Architecture

1. Ticket/Tower Managers – Personnel Registration, Administration and Management: The system shall have the capability to manage user roles. The majority of the system users will be either ticket or tower managers. At a minimum, the system must have the following capabilities:

    - A means to create encryption protected electronic media with unique User ID, digital photograph, user roles and other identifying data
    - Electronic registration of ticket/tower monitor
    - Link designated ticket/tower personnel roles to a specific mission
    - The ability to edit ticket/tower personnel roles i.e., create, update and delete
    - Store ticket/tower personnel contact information relative to the mission
    - Track and Manage ticket/tower personnel role and status
    - Assign and track equipment assigned to the user
    - Reject invalid ticket/tower personnel credentials
    - Reject invalid certification credentials

2. Truck Certification: The system shall have the capability to record truck and trailer certification data. Truck certification is used to register authorized debris hauling vehicles and equipment. At a minimum, the following must be included:

- A means of electronically registering authorized debris Consultant vehicles and equipment
- Link electronic registration to digital images
- Identify mission
- Generate unique ID's for contractor vehicles and equipment
- Utilize uniform measurements e.g. feet and inches
- Capture vehicle volume
- Utilize industry standard equations for all volume calculations
- Capture drivers and certification team member unique identification number
- A means to create encryption-protected electronic driver removable media with truck ID, digital photograph, truck and /or trailer measurements, vehicle volume, and other identifying data
- Must depict image and other identifying data
- Must contain counter area for total cubic yards hauled
- Must employ anti-tampering mechanism
- Capability to recertify vehicles and record in an audit table
- Certification data must be associated to authorized system user
- Reject media which are not associated with current event and applicant
- Capture vehicle audit records
- Create a printed certification record
- Administrative reporting capabilities

3. Right-of-Way (ROW) Debris Management: ROW transactional data must be captured, stored, validated, audited, reported and transmitted to mission managers, haulers and applicants. At a minimum, the application must exhibit the following characteristics:

- Allow creation of point of origin load data on encryption protected driver media when position is known and credentials have been authenticated
- Capture date and time and other relevant point of origin data
- Validate media is present in system and configured to receive data
- Designate debris type
- Designate debris location as Federal Aid or Non-Federal Aid
- Designate first pass and subsequent passes
- Write point of origin load data using encrypted storage algorithms
- Associate ticket/tower personnel credentials with point of origin load data
- Acknowledge successful card write via display status message
- Provide user configurable time option for GPS audit
- Detect current location using GPS and store data to secure memory location
- Provide capability to add digital image if debris is other than vegetative or C&D

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4. Debris Disposal Site Management: Completed ROW, and Per-unit point of origin transactions must be received at the approved disposal site. Transactions are not considered complete until they are processed thru the receiving applications. At a minimum, the system must provide the capability to:

    - Accept site configuration data at the beginning of each work day
    - Dynamically configure receiving application based on site configuration data
    - Display certification data and photo from driver smart card so that ticket/tower personnel can perform a field audit of truck/trailer to assure data matches certification and placard number
    - Accept loads where:
        - Mission and applicant are valid
        - Media authentication data is valid and unaltered
        - Media contains valid load data
    - Designate debris type
    - Record debris volume (based on unit of measure)
    - Receive volume or per unit loads
    - Identify original load data
    - Identify duplicate load data
    - Configure number of hard copies
    - Create load data record in internal storage
    - Create backup copy of internal storage
    - Prepare driver media for next load
    - Increment driver smart card based on total CY counter value
    - Continuously calculate and present real-time disposal site statistics
    - Re-print load ticket data
    - Interface with durable outdoor printer
    - Preserve in its original state, then transmit daily transaction data
    - Associate ticket/tower personnel credentials with each received load

5. Field Administrative Functions: The system must have the capability to perform administrative duties in the field. Requirements include the capability to edit user roles, verify vehicle audit information, display real-time collection volumes, and review ticket/tower personnel GPS audit logs. At a minimum, the system must provide the capability to:

    - Change ticket/tower personnel identification badge roles and responsibilities
    - Review media total CY counter value
    - Audit vehicle certification data
    - Validate/Invalidate smart cards
    - Reinitiate security sequence for ticket/tower personnel or media
    - In tabular format, display the results of ticket/tower GPS audit files by limiting access to the internet data or by the Department secure server

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6. Data Consolidation and Analysis/Reports Generation: Transactional data must be summarized, validated, presented and audited to provide an overall status of mission performance. The system must facilitate billing, error reporting, performance tracking and graphical data preparation. At a minimum the Data Consolidation/Data Storage and Data.

   Analysis/Reports tools must provide the capability to:

   - Accept transactional data sets from multiple debris location systems
   - Recognize multiple mission/applicant configurations
   - Grant access to authorized authenticated users or processes
   - Contain a master record of:
     - Roles and responsibilities
     - Ticket/tower personnel credentials and other data
     - Certification credentials and other data
     - Mission data
     - Applicant data
     - Geospatial data
     - Street centerlines
     - County outlines
     - Population and demographic
     - Elevation
     - Wetlands delineation
     - Historic and Environmentally Sensitive areas
     - Debris work zones
     - Parcel data
     - Land us
     - FEMA flood zones

   - Graphically depict:
     - Load locations by contractor
     - Load locations by subcontractor
     - Load locations by driver
     - Load locations by ticket/tower personnel
     - Load locations by date range
     - Load locations by zone
     - Load locations by municipality
     - Load locations by applicant
     - Load locations by mission
     - Load locations by debris type
     - Load locations by disposal site
     - Load locations by Federal, state and private roads
     - Load locations by land use
     - Load locations by disposal site

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- Thematic mapping techniques to distinguish different data by color and/or symbol
- Identify data attributes for a single point of data
- Select one or many points of data
- Calculate operational efficiency statistics such as:
    - Trip turnaround time
    - Trip distance to disposal site (straight line projection sorted by 0 to 15 miles, 16 to 30 miles, 31 to 60 miles, and greater than 61 miles)
    - Average container fill percentage
    - Average tower manager load call
    - Load call trend data e.g., by tower managers, contractor, subcontractor, driver, etc.

- Dynamically configure user interface in response to point data selection to limit user authorities
- Multiple data selections generate tabular data reports
- Filter mechanisms to highlight geospatial data
- Control data access using role based security
- User interface and access to underlying system data dynamically configured at run time through the presentation of appropriate user credentials
- Manage data ownership
- Provide access based security role model
- Identify and distribute "owned" transactional datasets to limit internet access to the website data to view only your data
- Prevent distributed data from being reprocessed for billing purposes
- Identify billing datasets based on parameters such as:
    - Time/Date
    - Contractor/Subcontractor
    - Debris Type
    - Debris Disposal Method (Haul-in; reduction; open burn; incineration; haul-out; leave-in-place; etc.)
    - Haul Distance

- Route billing datasets via defined and customizable workflow rules
- Approved billing datasets
- Communicate general event status such as:
    - Total CY hauled (by debris type)
    - Total CY by disposal site
    - Total CY by contractor/subcontractor
    - Total CY by work zone/sector
    - Total CY by municipality
    - Total CY by Federal, state and private roads
    - Total CY by certified vehicle
    - Number of vehicles utilized
    - Number of ticket/tower personnel resources assigned

- Manage user roles, responsibilities and password
- Prevent modification to original data by unauthorized or unauthenticated users
- Insert audit records into audit tables for all insertions, modifications, and deletions to original data

7. Field Architecture – The field based system must be characterized by the following general statements of direction with respect to construction, operability, supportability and security. At a minimum, the system must:
    - Require user authentication credentials
    - Display current version at application start-up
    - Synchronize with Greenwich Mean Time (GMT)for all date/time fields
    - System must utilize location specific configuration data to initiate a warm start sequence for global positioning system
    - System must remain in a ready state by default
    - Acknowledge successful card write via display status message
    - Create identification structures which utilize encryption technologies
    - Employ anti-tamper and anti-tearing methods and technologies
    - Where applicable, utilize 3 DES data encryption technologies to protect data
    - Perform validation and checksum (a running production total of cubic yards or appropriate payment capacity) stored on each debris vehicle's removable media)

8. Back-office Architecture – At a minimum, the back-office applications must be characterized by the following general statements of direction with respect to construction, operability, supportability and security.
    - Utilize relational database technology
    - Employ geospatial analysis tools for data visualization
    - Enable audit ability for:
        - Data insertion
        - Data modification
        - Data deletion
    - Prevent field and row level data deletion
    - All access to data must be controlled
    - Store certification and other identification data using encrypted relational technology
    - Reside in a secure internet environment
    - Preserve base transactional data in its original state prior to processing or consolidation with other data

9. Initial Startup Procedure For Debris Removal – Debris missions are critical to emergency response and the Consultant should be adequately prepared to respond.

ATTACHMENT A

SCOPE OF SERVICES

(PAGE 13 OF 14)

H. Reporting

The County requires the Consultant to provide daily status reports, unless otherwise specified, of the debris removal operations, preparation of interim reports (as directed by the County), as well as a final report of the debris removal operations.

1. The daily status report shall include at a minimum: the daily cubic yards/tons collected by material and by program (FHWA-ER First Pass, First Pass on non- Federal Aid roadways, second and subsequent passes on all roadways), cumulative totals in cubic yards/tons by debris type, number of debris removal crews and equipment operating, number of debris monitors in field, cubic yards/ton by debris type hauled to final disposal and location of final disposal, and total cubic yard/tons hauled to recycling or salvage facilities.

2. An interim status report may be required at the discretion of the Department. A final report covering the history of the operations, the locations temporary debris sites used, remediation and site closure activities, including any environmental reports or authorizations generated; and the locations of final disposal sites and permits, recycling facilities and salvage facilities used during operations. The report may include identification of weakness in the operations and recommendations for future debris activities.

I. Permits

1. Assist the County with any permit applications and coordination with environmental agencies.
2. Assist the County with any pre or post sampling of soil or groundwater.
3. Monitor compliance by the contractors to any permit requirements.

J. Meetings and Communications

1. Conduct daily meetings with the County and the Debris Removal Contractor.
2. Conduct field meetings as needed.

2.4 PAYMENT

A. Invoicing

1. Ensure all contract quantities for both the contractors and monitors are documented and recorded according to current Federal requirements, including but not limited to FHWA-ER actual costs incurred (cradle to grave) for work conducted on First Push and First Pass Federal Aid roadways, including time at disposal sites estimating loads on incoming and outgoing debris loads.

ATTACHMENT A

SCOPE OF SERVICES

(PAGE 14 OF 14)

2. For Non-Federal Aid eligible roadways FEMA PA program actual costs incurred (cradle to grave) for work conducted on non-Federal Aid eligible roadways Firs Push, First Pass, and second and subsequent passes. Monitor's invoices must delineate between hours spent on FHWA vs. FEMA reimbursed tasks.

3. Maintain a database of all contract quantities and perform contractor invoice verification for the County.

4. All invoices shall be submitted in an acceptable format to the County in an electronic and hard copy format with daily reports as supporting documentation. The invoices must be submitted in accordance with the Consultant Invoice Transmittal System (CITS) procedures and other federal, state and local rules, regulations and laws.

5. Invoices shall be submitted on a monthly basis to the County.

6. Final invoice will be submitted to the County not later than the 30 days following final acceptance of the individual task of as requested by the County.

ATTACHMENT B

PRICING TABLE

(PAGE 1 OF 1)

Schedule of Hourly Billing Rates for Debris Monitoring Services

Complete this form and submit in a separate sealed envelope marked "Pricing Proposal" on the exterior with vendor name and address, RFP #16-0631.

Item	Item Description	Unit of Measure	Unit Price
1	Project Manager	Hour	$
2	Operations Manager	Hour	$
3	GIS Analyst	Hour	$
4	Field Supervisor	Hour	$
5	Debris Site/Tower Monitor	Hour	$
6	Data Entry Clerk (Load Ticket)	Hour	$
7	Billing/Invoice Analysis	Hour	$
8	Administrative Assistant	Hour	$
9	Field Coordinator	Hour	$
	Other Work Classifications(Specify):		
	Other Expenses (Specify):		

ATTACHMENT C

FHWA INFORMATION/REQUIREMENTS

(PAGE 1 OF 10)

Truth In Negotiation Certificate FDOT Form #375-030-30

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR for One Hundred Ninety-five Thousand dollars ($195,000.00), the Department of Transportation requires that the respondent execute a certificate and include it with their submittal. (See attached form)

Conflict of Interest Certification FDOT Form #375-035-50

This form is required from each person involved in the procurement process, both from the county staff and the consultants. (See attached form)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion FDOT Form 375-030-32

This form is required to certify that respondent nor its principals are presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. (See attached form)

Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts FDOT Form #375-030-33

This form is required to certify that to the best of your knowledge and belief that no federal appropriated funds have been paid or will be paid, by or on behalf of the respondent. (See attached form)

Disclosure of Lobbying Activities FDOT #375-030-34

This form is to list information disclosing lobby activities. (See form attached)

E-Verify

By Executive Order 11-116 Regarding Federal and/or State Requirements - This purchase action is being supported in whole or in part by Federal and/or State funding. Therefore, this solicitation and any resulting contract include provisions related to various specific federal and/or state requirements. All such clauses shall be considered and treated as "flow-down" clauses that shall be considered applicable to any prime contract and any subcontract associated with performance under the contract(s) resulting from this solicitation. Detailed review of all terms and conditions included in this solicitation is strongly encouraged to ensure that full compliance with all contractual requirements is considered during the solicitation response process, and throughout performance under the contract, at prime contractor and subcontractor levels. Upon award of a contract resulting from this solicitation:

- The vendor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Vendor during the term of the contract; and
- Shall expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland

Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term..

Public Entity Crimes Statement

It is understood that a public entity crime is a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision f any other state or the United States.

Drug Free Workplace Certification FDOT Form #375-040-18

Prompt Payment Provision

The County shall make payment on all invoices in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment and the Consultant may be considered in default of contract and the contract may be terminated.

Public Access to Public Records

When the response is opened, it becomes a public record, except as listed below. All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of a response does not affect this right.

The County is governed by the Public Records Law, Chapter 119, Florida Statutes (F.S.). Only trade secrets as defined in Section 812.081, F.S., will be exempt from disclosure. If a respondent submits trade secret information, the information must be segregated and each pertinent page must be clearly labeled "trade secret." The County will maintain the confidentiality of such trade secrets to the extent provided by law. If a respondent labels all or most pages "trade secret", the Respondent may not be considered for award.

Also pursuant to Section 119.071 (c), F.S., financial statements will be exempt from examination by anyone other than legally authorized County employees or agents. The County will maintain the confidentiality of such financial data to the extent provided by law.

Terms for Federal Aid Contracts - FDOT Form #375-040-84

See Attachment.

Termination Clauses

Termination for Convenience: The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

Termination Due to Unavailability of Continuing Funding: When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

ATTACHMENT C

FHWA INFORMATION/REQUIREMENTS

(PAGE 3 OF 10)

Termination for Default: The County reserves the right to terminate this contract, in part or in whole, or effect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

Records Retention and Access to Records by FHWA, OIG, etc.

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the contractor's office or facility. The vendor shall maintain the files and papers for not less than five (5) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the contractor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

Any copyright derived from any agreement derived from this solicitation shall belong to the author. The author and the contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the contractor in any deliverable and/or report for the County's use which may include publishing in County documents and distribution as the County deems to be in the County's best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable shall be considered defective and not acceptable and the contractor will not be eligible for any compensation.

ATTACHMENT C

FHWA INFORMATION/REQUIREMENTS

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ATTACHMENT 8 - CONFLICT OF INTEREST DISCLOSURE FORM

I HEREBY CERTIFY that

1. I *(printed name)* _____ am the *(title)* _____ and the duly authorized representative of the firm of *(Firm Name)* _____ whose address is _____ _____, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project: And,

3. This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

Sworn to and described before me this _____ day of _____, 2003.

Personally known _____

OR Produced identification _____ Notary Public - State of _____

_____ My Commission expires _____

(Type of Identification)

_____

(Printed, typed or stamped commissioned name of Notary Public)

ATTACHMENT C

FHWA INFORMATION/REQUIREMENTS

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-33
PROCUREMENT
11-15

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS
(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)
a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT C

FHWA INFORMATION/REQUIREMENTS

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575-030-33
PROCUREMENT
10/01

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(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 any federal agency, a Member of Congress, an officer of 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 federal 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 of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

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 Section 1352, Title 31, U.S. Code. 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 prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant:

By:_____ Date: _____Authorized Signature

Title:_____

ATTACHMENT C

FHWA INFORMATION/REQUIREMENTS

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INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number, grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

ATTACHMENT C

FHWA INFORMATION/REQUIREMENTS

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-32
PROCUREMENT
02/16

Is this form applicable to your firm?
YES ☐ NO ☐
If no, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material change **For Material Change Only:** Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, *if known:* _____ _____ _____ Congressional District, *if known:* 4c _____	**5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:** _____ _____ _____ Congressional District, *if known:* _____	
6. Federal Department/Agency: _____ _____	**7. Federal Program Name/Description:** _____ _____ CFDA Number, *if applicable:* _____	
8. Federal Action Number, *if known:* _____	**9. Award Amount,** *if known:* $ _____	
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):* _____ _____ _____	**b. Individuals Performing Services** *(including address if different from No. 10a) (last name, first name, MI):* _____ _____ _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

ATTACHMENT C

FHWA INFORMATION/REQUIREMENTS

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

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

1. This sworn statement is submitted to _____
[print name of public entity]

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means 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, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), **Florida Statutes**, means:

1. A predecessor or successor of a person 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. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

ATTACHMENT C

FHWA INFORMATION/REQUIREMENTS

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ATTACHMENT 9 - DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that my firm:

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires 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.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.
- "As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

_____
Authorized Signature

_____
Company Name

State of: _____

County of: _____

Sworn to and subscribed before me this _____ day of _____, 20_____

Personally known _____ or Produced Identification _____
(Specify Type of Identification)

_____
Signature of Notary

My Commission Expires: _____

This document must be completed and returned with your Submittal. Inability or refusal to sign this document will deem your offer non-responsive per

ATTACHMENT D

FHWA-1273: REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

(PAGE 1 OF 13)

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Government wide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design- build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

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3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

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this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

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applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non- minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

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will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NON-SEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of- way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein. Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH—1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

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will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3.

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL). Apprentices

will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible thereof shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

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VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

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"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

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i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

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department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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.

b. 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 Federal 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.

2. 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. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

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ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or

ATTACHMENT E

REQUIRED FEDERAL PROVISIONS FOR EMERGENCY RELIEF PROGRAM DEBRIS MONITORING AGREEMENTS

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REQUIRED FEDERAL PROVISIONS FOR EMERGENCY RELIEF PROGRAM DEBRIS MONITORING AGREEMENTS

1.0 Limits on Federal Participation: Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. If FHWA or the Department of Transportation determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Agency shall notify the Contractor in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, funds may be withheld until compliance is obtained. Where non-compliance is not correctable, the Agency may deny participation in parcel or project costs in part or in total.

2.0 Records:

2.1 Establishment of Maintenance of Accounting Records: Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Agency at all time during the period of this Agreement and for five (5) years after the Department of Transportation has closed out an Emergency Event with the Florida Division of Emergency Management. Records of costs incurred include the Contractor's general accounting records and the project records, together with supporting documents and records, of all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department of Transportation for a proper audit of costs.

2.2 Documentation of Project Costs: All costs charged to the project shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, and any other documentation evidencing in proper detail the nature and propriety of the charges.

2.3 Inspection: The Contractor, the Agency and Department authorized representatives shall permit authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project. The Agency reserves the right to unilaterally cancel this Agreement for refusal by the contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1) (c), Florida Statutes).

3.0 Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Agency that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Emergency Relief Program funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

ATTACHMENT E

REQUIRED FEDERAL PROVISIONS FOR EMERGENCY RELIEF PROGRAM DEBRIS MONITORING AGREEMENTS

(PAGE 2 OF 2)

The Contractor agrees to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all Contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. Furthermore, the Contractor agrees that each contract signed with a recipient subcontractor must include the following assurance: "Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Subcontractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the Subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate."

4.0 Restrictions, Prohibitions, Controls, and Labor Provisions:

4.1 Equal Employment Opportunity: In connection with the carrying out of the project, the Contractor shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. 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.

4.2 Title VI - Civil Rights Act of 1964: The Contractor will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Contractor pursuant thereto. The Contractor shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

4.3 Americans with Disabilities Act of 1990 (ADA): The Contractor will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder.

4.4 Restrictions on Lobbying: The Contractor agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or any 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.

If any funds other than federally-appropriated funds have been paid by the Contractor to any person for influencing or attempting to influence an officer or employee of any federal agency, a

Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ATTACHMENT 7 - FHWA FEDERAL CONTRACT REQUIREMENTS

ATTACHMENT 7 – FHWA INFORMATION / REQUIREMENTS

Also see: http://www.fhwa.dot.gov/construction/contracts/provisions.cfm

The following requirements must be included in any contract derived from this RFP:

Truth In Negotiation Certificate FDOT Form #375-030-30

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR for One Hundred Ninety-five Thousand dollars ($195,000.00), the Department of Transportation requires that the respondent execute a certificate and include it with their submittal. (See attached form)

Conflict of Interest Certification FDOT Form #375-035-50

This form is required from each person involved in the procurement process, both from the county staff and the consultants. (See attached form)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion FDOT Form 375-030-32

This form is required to certify that respondent nor its principals are presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. (See attached form)

Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts FDOT Form #375-030-33

This form is required to certify that to the best of your knowledge and belief that no federal appropriated funds have been paid or will be paid, by or on behalf of the respondent. (See attached form)

Disclosure of Lobbying Activities FDOT #375-030-34

This form is to list information disclosing lobby activities. (See form attached)

E-Verify

By Executive Order 11-116 Regarding Federal and/or State Requirements - This purchase action is being supported in whole or in part by Federal and/or State funding. Therefore, this solicitation and any resulting contract include provisions related to various specific federal and/or state requirements. All such clauses shall be considered and treated as "flow-down" clauses that shall be considered applicable to any prime contract and any subcontract associated with performance under the contract(s) resulting from this solicitation. Detailed review of all terms and conditions included in this solicitation is strongly encouraged to ensure that full compliance with all contractual requirements is considered during the solicitation response process, and throughout performance under the contract, at prime contractor and subcontractor levels. Upon award of a contract resulting from this solicitation:

- The vendor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Vendor during the term of the contract; and
- Shall expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland

Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term..

Public Entity Crimes Statement

It is understood that a public entity crime is a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision f any other state or the United States.

Drug Free Workplace Certification FDOT Form #375-040-18

Prompt Payment Provision

The County shall make payment on all invoices in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment and the Consultant may be considered in default of contract and the contract may be terminated.

Public Access to Public Records

When the response is opened, it becomes a public record, except as listed below. All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of a response does not affect this right.

The County is governed by the Public Records Law, Chapter 119, Florida Statutes (F.S.). Only trade secrets as defined in Section 812.081, F.S., will be exempt from disclosure. If a respondent submits trade secret information, the information must be segregated and each pertinent page must be clearly labeled "**trade secret.**" The County will maintain the confidentiality of such trade secrets to the extent provided by law. If a respondent labels all or most pages "trade secret", the Respondent may not be considered for award.

Also pursuant to Section 119.071 (c), F.S., financial statements will be exempt from examination by anyone other than legally authorized County employees or agents. The County will maintain the confidentiality of such financial data to the extent provided by law.

Terms for Federal Aid Contracts - FDOT Form #375-040-84

See Attachment.

Termination Clauses

Termination for Convenience: The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

Termination Due to Unavailability of Continuing Funding: When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

Termination for Default: The County reserves the right to terminate this contract, in part or in whole, or effect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

Records Retention and Access to Records by FHWA, OIG, etc.

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the contractor's office or facility. The vendor shall maintain the files and papers for not less than five (5) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the contractor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

Any copyright derived from any agreement derived from this solicitation shall belong to the author. The author and the contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the contractor in any deliverable and/or report for the County's use which may include publishing in County documents and distribution as the County deems to be in the County's best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable shall be considered defective and not acceptable and the contractor will not be eligible for any compensation.

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Government wide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design- build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the- job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non- minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NON-SEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of- way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL). Apprentices

will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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.

b. 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 Federal 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.

2. 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. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the
information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not
normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or

REQUIRED FEDERAL PROVISIONS FOR
EMERGENCY RELIEF PROGRAM
DEBRIS MONITORING AGREEMENTS

1.0 Limits on Federal Participation: Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. If FHWA or the Department of Transportation determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Agency shall notify the Contractor in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, funds may be withheld until compliance is obtained. Where non-compliance is not correctable, the Agency may deny participation in parcel or project costs in part or in total.

2.0 Records:

2.1 Establishment of Maintenance of Accounting Records: Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Agency at all time during the period of this Agreement and for five (5) years after the Department of Transportation has closed out an Emergency Event with the Florida Division of Emergency Management. Records of costs incurred include the Contractor's general accounting records and the project records, together with supporting documents and records, of all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department of Transportation for a proper audit of costs.

2.2 Documentation of Project Costs: All costs charged to the project shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, and any other documentation evidencing in proper detail the nature and propriety of the charges.

2.3 Inspection: The Contractor, the Agency and Department authorized representatives shall permit authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project. The Agency reserves the right to unilaterally cancel this Agreement for refusal by the contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1) (c), Florida Statutes).

3.0 Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Agency that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Emergency Relief Program funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Contractor agrees to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all Contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. Furthermore, the Contractor agrees that each contract signed with a recipient subcontractor must include the following assurance: "Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Subcontractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the Subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate."

4.0 Restrictions, Prohibitions, Controls, and Labor Provisions:

4.1 Equal Employment Opportunity: In connection with the carrying out of the project, the Contractor shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. 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.

4.2 Title VI - Civil Rights Act of 1964: The Contractor will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Contractor pursuant thereto. The Contractor shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

4.3 Americans with Disabilities Act of 1990 (ADA): The Contractor will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder.

4.4 Restrictions on Lobbying: The Contractor agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or any 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.

If any funds other than federally-appropriated funds have been paid by the Contractor to any person for influencing or attempting to influence an officer or employee of any federal agency, a

Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbing," in accordance with its instructions.

The Contractor shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ATTACHMENT 8 – CONFLICT OF INTEREST DISCLOSURE

ATTACHMENT 8 - CONFLICT OF INTEREST DISCLOSURE FORM

I HEREBY CERTIFY that

1. I *(printed name)* _____ am the *(title)* _____ and the duly authorized representative of the firm of *(Firm Name)* _____ whose address is _____ _____, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; And,

3. This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

Sworn to and described before me this _____ day of _____, 2003.

Personally known _____

OR Produced identification _____ Notary Public - State of

_____ My Commission expires

_____
(Type of Identification)

_____
(Printed, typed or stamped commissioned name of Notary Public)

ATTACHMENT 9 – DRUG FREE WORKPLACE CERTIFICATE

ATTACHMENT 9 - DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that my firm:

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires 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.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.
- "As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

_____
Authorized Signature

_____
Company Name

State of: _____

County of: _____

Sworn to and subscribed before me this _____ day of _____, 20_____

Personally known _____ or Produced Identification _____
(Specify Type of Identification)

_____
Signature of Notary

My Commission Expires: _____

This document must be completed and returned with your Submittal. Inability or refusal to sign this document will deem your offer non-responsive per

ATTACHMENT 10 – CERTIFICATION REGARDING DEBARMENT

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-32
PROCUREMENT
11/15

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT 11 – ANTI-LOBBYING CERTIFICATION

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(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 any federal agency, a Member of Congress, an officer of 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 federal 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 of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

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 Section 1352, Title 31, U.S. Code. 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 prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant:

By:_____ Date: _____ ___Authorized Signature

Title:_____ _____ ___

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

376-030-34
PROCUREMENT
12/96

Is this form applicable to your firm?
YES ☐ NO ☐
If no, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material change **For Material Change Only:** Year: _____ Quarter: ____ Date of last report: _____ (mm/dd/yyyy)

4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, *if known:* _____ Congressional District, *if known*: 4c _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ Congressional District, *if known*: _____
6. Federal Department/Agency: _____	**7. Federal Program Name/Description:** _____ CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*: _____	**9. Award Amount,** *if known*: $ _____
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI)*: _____	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI)*: _____
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____

Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

ATTACHMENT 12 – DISADVANTAGED BUSINESS ENTERPRISE FORM

Disadvantaged Business Enterprise (DBE) Program FDOT and the County encourage DBE firms to compete for professional services projects, and also encourage non-DBE consultants to use DBE firms as sub-consultants. Contract specific goals are not placed on Federal/State contracts; however the FDOT has an overall 9.91 % goal. Use of DBE sub-consultants is not mandatory and no preference points will be given in the selection process for DBE participation. Consultants are required to indicate their intention regarding DBE participation in the DBE Participation Statement contained in the following form and to submit that statement with the Proposal.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BID OPPORTUNITY LIST FOR COMMODITIES & CONTRACTUAL SERVICES

375-040-02
PROCUREMENT
01/16

Prime Contractor: _____

Address/Phone Number: _____

Procurement Number: _____

49 CFR Part 26.11 The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and supplies materials on DOT-assisted projects, including both DBEs and non-DBEs. This list must include all subcontractors contacting you and expressing an interest in teaming with you on a specific DOT-assisted project. Prime contractors must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, and 7 for themselves, and their subcontractors.

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____
5. Year Firm Established: _____

6. ☐ DBE
☐ Non-DBE

7. Annual Gross Receipts
☐ Less than $1 million
☐ Between $1 - $5 million
☐ Between $5 - $10 million
☐ Between $10 - $15 million
☐ More than $15 million

---

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____
5. Year Firm Established: _____

6. ☐ DBE
☐ Non-DBE

7. Annual Gross Receipts
☐ Less than $1 million
☐ Between $1 - $5 million
☐ Between $5 - $10 million
☐ Between $10 - $15 million
☐ More than $15 million

---

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____
5. Year Firm Established: _____

6. ☐ DBE
☐ Non-DBE

7. Annual Gross Receipts
☐ Less than $1 million
☐ Between $1 - $5 million
☐ Between $5 - $10 million
☐ Between $10 - $15 million
☐ More than $15 million

---

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____
5. Year Firm Established: _____

6. ☐ DBE
☐ Non-DBE

7. Annual Gross Receipts
☐ Less than $1 million
☐ Between $1 - $5 million
☐ Between $5 - $10 million
☐ Between $10 - $15 million
☐ More than $15 million

AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:

BID SHEET (Invitation to Bid – ITB)
PRICE PROPOSAL (Request for Proposal – RFP)
REPLY (Invitation to Negotiate – ITN)

ATTACHMENT 13 – PUBLIC ENTITY CRIME CERTIFICATION

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

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

1. This sworn statement is submitted to _____
[print name of public entity]

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means 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, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:

1. A predecessor or successor of a person 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. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

ATTACHMENT 14 – TRUTH IN NEGOTIATION CERTIFICATION

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
05/14

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

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

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

_____
Name of Consultant

By:_____ _____
Date