

**REQUEST FOR PROPOSALS FOR
DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES
FOR HENDRY COUNTY, THE CITY OF CLEWISTON, AND
THE CITY OF LABELLE**

RFP No. 2025-22

OPENING DATE AND TIME: JULY 18, 2025 AT 2:00 P.M.



Prepared by: Hendry County Engineering Department
Dated: June 4, 2025

**HENDRY COUNTY
BOARD OF COUNTY COMMISSIONERS
LABELLE, FL 33935**

RFP No. 2025-22

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REQUEST FOR PROPOSALS FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES FOR HENDRY COUNTY, THE CITY OF CLEWISTON, AND THE CITY OF LABELLE

RFP No. 2025-22

OPENING DATE AND TIME: JULY 18, 2025 AT 2:00 P.M.

The Hendry County Board of County Commissioners, the City of Clewiston, and the City of LaBelle are seeking proposals to obtain the services of qualified firms to remove, process, and lawfully dispose of disaster generated debris (other than hazardous materials and household putrescible garbage) from public property, public rights-of-way, and private roadways in unincorporated Hendry County, the City of Clewiston, and the City of LaBelle in response to an emergency event such as, but not limited to, hurricane(s) or other natural or manmade disaster(s). Vendors must have the capability and ability to rapidly respond to wide scale debris volumes typically produced in hurricanes, tornadoes, and other disaster types as well as small scale debris volumes. The Vendor must handle debris management activities in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), South Florida Water Management District (SFWMD), and the Florida Department of Environmental Protection (FDEP) in conjunction with the local governments' needs. The Vendor shall have an excellent understanding of the documentation involved for the reimbursement from FEMA, FHWA, or other Federal Agencies, and the State relief programs to make the process of cost recovery efficient and accurate. The processes and documentation required will be in strict compliance with FEMA, FHWA, or other Federal Agencies, and other State relief program regulations regarding eligibility. Contracts must meet rules for Federal grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part 200 in order to be eligible for reimbursement under the Public Assistance Program. All submittals (see Section VI, Submission Requirements) received in response to this RFP will be reviewed by a County Evaluation Committee. In order to be considered, submittals must be received by the Board of County Commissioners at the C. E. Hall Building (Clerk's Office) in the Hendry County Courthouse Complex, 25 E. Hickpochee Avenue, LaBelle, Florida by **July 18, 2025 at 2:00 P.M.**, at which time all responses to this request will be recorded in the presence of one or more witnesses.

A copy of the Instructions and RFP Documents can be obtained online at www.hendryfla.net under the Public Information tab or by calling (863) 675-5222.

The solicitation does not commit Hendry County, the City of Clewiston, or the City of LaBelle to award any contracts, to pay any costs incurred in the preparation of a response to this solicitation, or to contract for any services. The County retains the right to cancel this solicitation or reject any or all responses for any reason set forth in Hendry County Code Section 1-2-185(c)(3)a and may choose to re-procure at the discretion of the Board of County Commissioners.

Hendry County, the City of Clewiston, and the City of LaBelle are Equal Opportunity Providers and Employers.

Si necesita la asistencia de un interprete que hable espanol para participar un esta reunion, por favor pongase en contacto con Jorge Hernandez al (863) 612-4726.

SECTION I

GENERAL INFORMATION

All responses which comply with the requirements of this procurement will be considered.

Submittals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the response.

One (1) clearly identified original and five (5) copies (six (6) total) of your submittal are required along with an electronic version of the submittal on a jump/thumb drive. At least one (1) submittal must have an original signature. If only one original signature is submitted, please mark on the outside of the submittal which one is the original.

Submittals will be received by the Clerk's Office until **2:00 P.M. on July 18, 2025.**

Submittals are to be mailed to:

Clerk of Circuit Court,
Attn: Kimberley Barrineau, Clerk of Circuit Court
Hendry County Administration Building
PO Box 1760
LaBelle, Florida 33975

Or hand-delivered and/or Express Mailed to:

Hendry County Complex,
Clerk of Circuit Court
Attn: Kimberley Barrineau, Clerk of Circuit Court
C. E. Hall Bldg., Administration Wing, 2nd Floor, Room A-226,
25 E. Hickpochee Avenue
LaBelle, Florida 33935

The submitting respondent is required to have printed on the outer sealed envelope or wrapping containing its submission, the procurement number, title, opening date and time, and its company name and address. Facsimile submissions will not be accepted.

Submittals received after the date and time specified above shall be returned to the sender unopened and will not be considered.

All Submittals shall remain in effect for a period of one hundred fifty (150) days after submittal deadline.

Respondents shall be fully acquainted with the conditions relating to the execution of work required in this procurement. Failure of the respondent to become acquainted with existing conditions and the scope of services will in no way relieve the respondent of any obligation with respect to its submittal.

SECTION II

PURPOSE AND SCOPE OF SERVICES

Purpose: The Hendry County Board of County Commissioners, the City of Clewiston, and the City of LaBelle are seeking proposals to obtain the services of qualified firms to remove, process, and lawfully dispose of disaster generated debris (other than hazardous materials and household putrescible garbage) from public property, public rights-of-way, and private roadways in unincorporated Hendry County, the City of Clewiston, and the City of LaBelle in response to emergency events such as, but not limited to, hurricane(s) or other natural or manmade disaster(s). Vendors must have the capability and ability to rapidly respond to wide scale debris volumes typically produced in hurricanes, tornadoes, and other disaster types as well as small scale debris volumes.

The Vendor must handle debris management activities in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), South Florida Water Management District (SFWMD), and the Florida Department of Environmental Protection (FDEP) in conjunction with the local governments' needs. The Vendor shall have an excellent understanding of the documentation involved for the reimbursement from FEMA, FHWA, or other Federal Agencies, and the State relief programs to make the process of cost recovery efficient and accurate. The processes and documentation required will be in strict compliance with FEMA, FHWA, or other Federal Agencies, and other State relief program regulations regarding eligibility. Contracts must meet rules for Federal grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part 200 in order to be eligible for reimbursement under the Public Assistance Program.

TERMS AND DEFINITIONS

- a. **Applicable Local Government** – Hendry County, the City of Clewiston, or the City of LaBelle, whichever entity requests the particular services.
- b. **Approved Final Disposal Site** – A final disposal location approved in writing by the Applicable Local Government and the Florida Department of Environmental Protection.
- c. **Authorized Representative** – Applicable Local Government employees and/or contracted individuals designated by the Applicable Local Government Debris Manager
- d. **Chipping or Mulching** – The process of reducing wood material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel.
- e. **City of Clewiston** – City of Clewiston, Florida, a Florida municipal corporation.

- f. **City of LaBelle** – City of LaBelle, Florida, a Florida municipal corporation.
- g. **Construction and Demolition Debris (C&D)** – Construction and demolition debris includes components of buildings and structures, such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and other floor coverings, window coverings, pipe, concrete, asphalt, equipment, furnishings, and fixtures. Current eligibility criteria includes:
- Debris must be located within a designated area and be removed from an eligible applicant's improved property or right-of-way.
 - Debris removal must be the legal responsibility of the applicant.
 - Debris must be a result of the major disaster event.
- h. **Debris** – Items and materials broken, destroyed, or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to: Vegetative Debris, Construction and Demolition Debris, and personal property.
- i. **Debris Management Site (DMS)** – A location to temporarily store, reduce, segregate, and/or process debris before it is hauled to a final disposal site.
- j. **Debris Manager** – The person designated by the Applicable Local Government to lead the debris removal process and provide general oversight for all phases of debris removal operations within the Applicable Local Government.
- k. **Debris Monitoring** – Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Federal or State grant reimbursement.
- l. **Debris Removal** – Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill or other reuse or end-use facility.
- m. **Demobilization** – Following the completion of services provided under the resulting contract, the Vendor will remove all equipment, supplies and other associated materials involved in the services provided to the Applicable Local Government. The Vendor will leave all sites utilized clean and restored to the original state as approved by the Applicable Local Government and verified through soil and groundwater samples, if required.
- n. **Designated Area** – Generally bounded by Hendry County line, including the City of Clewiston and the City of LaBelle, and includes public property, rights-of-way and

easements that were directly affected by a debris-generating event. If approved by the Applicable Local Government, it can include private rights-of-ways and easements.

- o. Disaster Specific Guidance** – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to along with its numerical identification.
- p. Easement** - The portions of land over which facilities such as roads, streets, railroads or power lines are built or upon which the Applicable Local Government holds a right of access. It includes land on both sides of the facility up to the easement line.
- q. Eligible** – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Notice to Proceed is issued and executed by the Applicable Local Government to the Vendor) of the FEMA Public Assistance Program and Policy Guide (FP 104-009-2) and all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the FEMA during the course of a debris removal project.
- r. Emergency Debris Clearance** - The initial debris clearance activity necessary to eliminate life and safety threats (i.e., clearing roads).
- s. FEMA Public Assistance Program and Policy Guide** – Public Assistance Program and Policy Guide version 4 FP 104-009-2 issued June 1, 2020.
- t. Field Inspector** – Monitor as defined herein.
- u. Grinding** – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.
- v. Hanging Limb** – A hanging limb is a hazardous limb that poses significant threat to the public. The current eligibility requirements for hazardous hanging limbs according to FEMA Public Assistance Program and Policy Guide are that the limb must be two inches or larger in diameter and the limb must threaten a public-use area.
- w. Hazardous Stump** – A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met. The current eligibility requirements for hazardous stumps according to FEMA Public Assistance Program and Policy Guide are:

- The stump has fifty percent (50%) or more of the root-ball exposed.
 - The stump is 2 feet or larger in diameter when measured 2 feet above the ground.
 - The stump is located on a public right-of-way, public easement or on public property.
 - The stump poses an immediate threat to public health and safety.
- x. **Hazardous Tree** - A tree is considered hazardous and defined as an eligible leaner when the tree's present state is caused by a disaster, the tree poses a significant threat to the public and the tree is six (6) inches in diameter or greater as measured four and one-half (4 ½) feet above ground level. The current eligibility requirements for leaning trees according to FEMA Public Assistance Program and Policy Guide include:
- Has a split trunk;
 - Has a broken canopy; or
 - Is leaning at an angle greater than 30 degrees.
- y. **Hazardous Waste** – A solid waste is a hazardous waste if it is listed in Title 40 of the Electronic Code of Federal Regulations (CFR) Part §261.30, unless it has been excluded from this list under §260.20 and §260.22. The Administrator will indicate his basis for listing the classes or types of wastes listed in this subpart by employing one or more of the following Hazard Codes:
- Ignitable Waste
 - Corrosive Waste
 - Reactive Waste
 - Toxicity Characteristic Waste
 - Acute Hazardous Waste
 - Toxic Waste

Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA) and contains properties that make it potentially harmful to human health or the environment.

- z. **Hendry County** – Hendry County, a political subdivision of the State of Florida.
- aa. **Hold Harmless** – Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage.

- bb. Monitor** – Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the Applicable Local Government’s expectations and contractual requirements and are in compliance with all applicable Federal, State and local regulations. May also be referred to as a “Field Inspector”.
- cc. Recycling** – The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.
- dd. Refrigerant** – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.
- ee. Right of Entry** – As used by FEMA, the document by which a property owner confers to an eligible applicant or its Vendor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.
- ff. Right-of-Way** – The portions of land over which facilities such as highways, roads, streets, railroads or power lines are built or upon which the Applicable Local Government holds an easement. It includes land on both sides of the facility up to the private property line.
- gg. Vegetative Debris** – Vegetative debris includes whole trees, stumps, trunks, branches, limbs, and other leafy material. Current eligibility criteria include:
- Debris must be located within a designated area and be removed from an eligible applicant’s improved property or right-of-way.
 - Debris removal must be the legal responsibility of the applicant.
 - Debris must be a result of the major disaster event.
- hh. White Goods** – White goods are defined as discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, dryers, and water heaters. The eligibility criteria for white goods are as follows:
- White goods must be located within a designated area and be removed from an eligible applicant’s improved property or ROW.
 - White goods removal must be the legal responsibility of the applicant.
 - White goods must be a result of the major disaster event.

2.0. SCOPE OF SERVICES

Hendry County, the City of Clewiston, and the City of LaBelle are seeking proposals for the following services:

1. Debris removal from the city limits of the City of Clewiston
2. Stump removal within the city limits of the City of Clewiston
3. Leaner and hanger removal within the city limits of the City of Clewiston
4. Debris management site operation within the City of Clewiston
5. Debris removal from the city limits of the City of LaBelle
6. Stump removal within the city limits of the City of LaBelle
7. Leaner and hanger removal within the city limits of the City of LaBelle
8. Debris management site operation within the City of LaBelle
9. Debris removal within eastern unincorporated Hendry County (map showing the dividing line included as Exhibit "B")
10. Stump removal within eastern unincorporated Hendry County
11. Leaner and hanger removal within eastern unincorporated Hendry County
12. Debris management site operation within eastern unincorporated Hendry County.
13. Debris removal within western unincorporated Hendry County (map showing the dividing line included as Exhibit "B")
14. Stump removal within western unincorporated Hendry County
15. Leaner and hanger removal within western unincorporated Hendry County
16. Debris management site operation within western unincorporated Hendry County.

All of the services are described in detail below. Vendors will be required to fulfill the below specifications for all services.

- 2.1. The awarded contractor shall be capable of assembling, directing and having the capacity to manage a major workforce, with multiple subcontractors, that can be fully operational in debris management operations **and to cover the expenses of a major recovery prior to being paid by the Applicable Local Government.** Established management teams must be in place. The Vendor(s) shall have the resources to provide the equipment and personnel necessary to cover a major disaster.
- 2.2. **The awarded contractor shall be knowledgeable of, and comply with, all applicable rules, regulations, policies, and guidelines of FEMA, FHWA, NRCS, and any other applicable federal, state, and local agencies at the time of the debris-generating event.**
- 2.3. Under this RFP, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the Applicable Local Government's Debris Manager. Work shall also include the clearing and removing of any and all "eligible" debris as most currently defined (at the time Notice to Proceed is issued and executed by Hendry County for the Vendor) by the FEMA Public Assistance

Program and Policy Guide and all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the Applicable Local Government Debris Manager. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. The aforementioned definition of “eligible” applies to all uses throughout Scope of Services Sections 2.3.1 through 2.3.10 below. Debris not defined as eligible by FEMA, state or federal DSGs or policies will not be loaded, hauled or dumped under a contract unless written instructions are given to the Vendor by the Applicable Local Government Debris Manager. It shall be the Vendor’s responsibility, as applicable, to load, transport, reduce or properly dispose of any and all disaster generated debris which is the result of the event under which the Vendor was issued Notice to Proceed, unless otherwise directed by the Applicable Local Government Debris Manager in writing.

Scope of services under a contract may include services for the following activities, but will not be limited to:

2.3.1 Emergency Road Clearance

At the request of the Applicable Local Government, work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from the Applicable Local Government roadways, to make them passable immediately following a declared disaster event. All roadways designated by the Applicable Local Government Debris Manager shall be clear and passable within seventy (70) working hours of the issuance of Notice to Proceed from the Applicable Local Government to conduct emergency roadway clearance work. The Applicable Local Government may choose to extend the Vendor’s seventy (70) hour limit through a written request. Clearance of these roadways will be performed as identified by the Applicable Local Government Debris Manager. The Vendor shall assist the Applicable Local Government and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (i.e., certification), starting and ending times, and zones/areas worked. Services performed under this Contract element will be compensated using Attachment L – Unit Rate Price Schedule.

2.3.2 ROW Vegetative Debris Removal

Services performed under this element will be compensated using Attachment L - Unit Rate Price Schedule. Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on publicly-maintained ROW to the Applicable Local Government approved DMS or the Applicable Local Government Approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. Eligible vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Removal of eligible vegetative debris will be performed as identified by the Applicable Local Government Debris Manager.
- c. Once the debris removal vehicle has been issued a load ticket from the Applicable Local Government's Authorized Representative, the debris removal vehicle will proceed immediately to the Applicable Local Government approved DMS or the Applicable Local Government Approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the Applicable Local Government Debris Manager.
- e. Entry onto private property for the removal of eligible vegetative hazards will only be permitted when directed by the Applicable Local Government Debris Manager. The Applicable Local Government Debris Manager will provide specific Right-of-Entry (ROE) legal and operational procedures.
- f. The Vendor must provide traffic control as conditions require or as directed by the Applicable Local Government Debris Manager.
- g. Vendor(s) shall be required to provide the Applicable Local Government with access to one or more Rapid Response Crews (RRC) as directed by the Applicable Local Government. The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the Applicable Local Government Debris Manager or the Applicable Local Government's Authorized Representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the Applicable Local Government deems a priority for overall recovery.

2.3.3 ROW C&D Debris Removal

Services performed under this element will be compensated using Attachment L - Unit Rate Price Schedule. Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on publicly-maintained ROW to the Applicable Local Government approved DMS or the Applicable Local Government Approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. Eligible C&D debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

- b. Removal of eligible C&D debris will be performed as identified by the Applicable Local Government Debris Manager.
- c. Once the debris removal vehicle has been issued a load ticket from the Applicable Local Government's Authorized Representative, the debris removal vehicle will proceed immediately to the Applicable Local Government Approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the Applicable Local Government or its Authorized Representative.
- e. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed by the Applicable Local Government or its Authorized Representative. The Applicable Local Government will provide specific ROE legal and operational procedures.
- f. The Vendor must provide traffic control as conditions require or directed by the Applicable Local Government Debris Manager.
- g. C&D debris must be monitored for the collection, complete haul, and delivery at the Applicable Local Government Approved Final Disposal Site. The Applicable Local Government's Authorized Representative will obtain the original copy of the disposal or scale ticket showing the inbound and outbound collection vehicle weights.
- h. The Vendor shall provide all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, and transportation to the Applicable Local Government Approved Final Disposal Site. White goods containing refrigerants must first have such refrigerants removed by the Vendor's qualified technicians prior to mechanical loading. White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged. According to Florida Statutes Section 403.708(12), a person who knows or should know of the nature of white goods may not dispose of such solid waste in landfills. However, such solid waste is acceptable for recycling. The removal, transportation and recycling of eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies. All white goods containing food items shall be decontaminated in accordance with local, state and federal law prior to recycling.

2.3.4 Removal of Debris from Public Parks and Other Facilities

Services performed under this element will be compensated using Attachment L - Unit Rate Price Schedule. Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible

disaster-related trees, vegetative, and non-vegetative debris existing in the Applicable Local Government Parks and Other Facilities to the Applicable Local Government approved DMS or the Applicable Local Government Approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

All debris removal from the Applicable Local Government Parks and Other Facilities will be at the approval and authorization of the Applicable Local Government prior to removal.

2.3.5 Removal of Debris from Canals/Waterways (REMOVED)

THIS SECTION HAS BEEN REMOVED.

2.3.6 DMS(s) Management, Operations and Reduction Through Grinding

Services performed under this element will be compensated using Attachment L - Unit Rate Price Schedule. Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging and reduction through grinding of eligible disaster related debris. Grinding must be approved by the Applicable Local Government Debris Manager prior to commencement of reduction activities. The DMS(s) layout and ingress and egress plan must be approved by the Applicable Local Government Debris Manager.

- a. The management of DMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and FDEP. The Vendor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
- b. Vendor is responsible for operating the DMS(s) in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDEP guidelines.
- c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, white goods, and other scope of service items), program (ROW collection, private property debris removal, etc.) and applicant(s).
- d. All un-reduced disaster debris must be staged separately from reduced debris at the DMS(s).
- e. Maintaining the DMS approach and interior road(s) for all weather conditions for the entire period of debris hauling, including a stabilized base for any roads that require stabilization for ingress and egress.

- f. Vendor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
- g. Vendor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- h. Vendor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other best management practices (BMPs).
- i. Vendor is responsible for all associated costs necessary to provide storm water management in accordance with applicable statutes or ordinances.
- j. Vendor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- k. Vendor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible Hazardous Waste/contaminants that may be mixed with disaster debris. The cost associated with qualified personnel and lined containers/containment areas for Hazardous Waste/contaminant segregation, is a cost reflected in this scope of services. Hazardous Waste/contaminant material segregated and stored in lined containers at the DMS may be collected by the Applicable Local Government Authorized Representative.
- l. Vendor is responsible for providing twenty-four (24) hour DMS(s) security.
- m. Vendor will only permit Vendor vehicles and others specifically authorized by the Applicable Local Government or its authorized representative on site(s).
- n. Vendor shall provide a tower(s) from which the Applicable Local Government or its Authorized Representative can make volumetric load calls. The tower(s) provided by the Vendor will at a minimum meet appropriate specifications.

Upon completion of haul-out activities, the Vendor will be responsible for remediating the physical features of the site to its original or better condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, lighting, and other permanent structures that may have been demolished at the Applicable Local Government's direction for DMS operations. All debris, mulch, and other residual material is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the Applicable Local Government and FDEP.

Per Section 15 of this document, entitled “Environmental Protection”, Vendor is responsible for the containment, collection, and safe disposal of all hazardous materials, including but not limited to fuel, oil, and chemicals. Vendor is responsible for all costs associated with the clean-up of hazardous materials; and clean-up shall be in accordance with all applicable federal, state, and local laws and regulations.

2.3.7 Haul-out of Reduced Debris to an Approved Final Disposal Site

Services performed under this element will be compensated using Attachment L - Unit Rate Price Schedule. Work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible material such as ash, compacted C&D or mulch existing at the Applicable Local Government approved DMS(s) to the Applicable Local Government Approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. The Vendor shall provide the name and address of each disposal facility to be used along with the name and the telephone number of a responsible party for each facility, prior to commencing the work.
- b. The Vendor shall not use any disposal facility without the written consent of the Applicable Local Government Debris Manager. The Applicable Local Government will, if possible, pay all tipping fees. If direct payment by the Applicable Local Government is not possible, all costs and fees associated with the disposal of debris shall be reviewed for reasonableness by the Applicable Local Government Debris Manager prior to issuing any such authorization.
- c. The Vendor shall initiate and manage the execution of a written three-party agreement between the disposal site owner/operator, the Vendor(s) and the Applicable Local Government for permission to post an Applicable Local Government inspector or Authorized Representative at the site for verification of each load disposed.
- d. The Vendor shall provide a sufficient number of debris site towers meeting the Applicable Local Government specifications to provide for the efficient delivery of waste streams without excessive waiting times. The Applicable Local Government shall make the sole determination of excessive wait times. To the extent that the Applicable Local Government determines that additional towers are required, additional towers must be operational within forty-eight (48) hours of the Applicable Local Government’s request.
- e. At the completion of disposal operations, each disposal facility will issue a written summary of the quantity, type and origin of waste delivered.
- f. The Vendor shall not receive any payment from the Applicable Local Government for haul-out or load tickets related to reduced or unreduced debris transported and disposed of at a disposal site not approved by the Applicable Local Government.

2.3.8 Removal of Hazardous Trees and Hanging Limbs

Services performed under this element will be compensated using Attachment L - Unit Rate Price Schedule. Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous trees and eligible hanging limbs. Eligible Hazardous Trees and Eligible Hanging Limbs will be identified by the Applicable Local Government or its Authorized Representative for removal. Debris generated from the removal of eligible hazardous trees and eligible hanging limbs will be placed in the safest possible location on the Applicable Local Government ROW. Eligible Hazardous Trees less than six (6) inches in diameter, measured four and one-half (4 ½) feet above ground level, will be flush cut and left in the ROW for pick up by the Vegetation Debris Removal Vendor. The Applicable Local Government will not compensate the Vendor for cutting leaning trees less than six inches in diameter on a unit rate basis. If there is insufficient room for safe placement along Hendry County ROW, then Vendor must load the resulting debris as eligible hazardous trees or eligible hanging limbs as they are removed.

2.3.9 Removal of Hazardous Stumps

Services performed under this element will be compensated using Attachment L - Unit Rate Price Schedule. Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous stumps. The Vendor shall be responsible for backfilling any voids left in the ground by removed stumps within twenty-four (24) hours of stump removal. Any voids not backfilled immediately following hazardous stump removal must have measures taken in order to protect public health and safety. Further, debris generated from the removal of uprooted stumps existing on the Applicable Local Government ROW, parks and facilities will be transported to the Applicable Local Government approved DMS or the Applicable Local Government Approved Final Disposal Site in accordance with all federal, state and local rules and regulations. Stumps measured two feet above ground and less than two feet in diameter will be considered normal eligible vegetative debris and removed in accordance with Scope of Services, Section 2.3.2. The diameter of eligible stumps less than 2 feet in diameter will be converted into a cubic yardage volume based on the published FEMA stump conversion table (See Exhibit 'C' – FEMA Stump Conversion Table) and removed under the terms and conditions Scope of Services, Section 2.3.2.

- a. Eligible hazardous stumps will be identified by the Applicable Local Government or its authorized representative for removal. Removal and transportation of eligible hazardous stumps existing on the Applicable Local Government ROW, parks, facilities, or private property will be performed as identified by the Applicable Local Government Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Vendor, in writing, by the Applicable Local Government Debris Manager.

- b. Tree stumps that are not attached to the ground will be considered normal vegetative debris and are subject to removal under the terms and conditions of Scope of Services, Section 2.3.2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of Scope of Services, Section 2.3.2. The cubic yard volume of unattached stumps will be based off of the diameter conversion using the published FEMA stump conversion table (See Exhibit "C" – FEMA Stump Conversion Table).
- c. Stumps shall only be collected after the monitoring firm(s) and the Vendor(s) document and perform the following:
 - i. Location. Determine the uprooted stump is located on improved public property or a public right-of-way and private right-of-way, when authorized. Record and document the location through means of photography, map depiction, and specific descriptive notations.
 - ii. Size. Measure and record the diameter of the stump to be removed at the appropriate location.
 - iii. Marking. Stumps will be marked and uniquely numbered with green paint. Ineligible stumps will be marked with red paint.
 - iv. Stump Worksheet. Hazardous Stump Worksheet provided by the monitoring firm(s) will be completed in full for each stump, capturing the following information: 1) Names and signatures of parties present, 2) Physical location (street address, road cross streets, etc.), 3) stump number, 4) size of stump, 5) date.
- d. The unit stump price shall include stump extraction, stump hauling and disposal at the Applicable Local Government Approved Final Disposal Site. Cavity filling will be separately priced on the Rate Schedule.

2.3.10 Other Debris Removal Work

Neither the Vendor nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The Applicable Local Government reserves the right to require the Vendor to dismiss or remove from the project any workers as the Applicable Local Government sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

2.4. Event Activation

The Vendor(s) shall contact the Hendry Emergency Management Director at a minimum of forty-eight (48) hours prior to a hurricane event or immediately upon the

occurrence of a debris-generating incident within Hendry County for which there is no advance warning. After a disaster occurs, the Hendry County Emergency Management Director, or designee, will contact the Vendor(s) holding a Disaster Debris Removal and Disposal contract to advise them of the Applicable Local Government's intent to activate the contract for services authorized under this RFP. Before work begins, the Applicable Local Government must issue a written Notice to Proceed. Within sixteen (16) hours of receiving the Notice to Proceed, the Vendor(s) will send a management team to report to the Applicable Local Government Debris Manager to begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the work. Mobilization by the Vendor(s) shall begin within twenty-four (24) hours of notification by the Applicable Local Government. Within seventy-two (72) hours of receipt of the Notice to Proceed, the Vendor shall be fully established and continue authorized services. The Vendor(s) shall make every effort to be at the disaster site within the stated time frame. The removal and disposal work must be conducted in a systematic and predictable manner.

2.5. Description of Designated Areas

The Designated area for debris removal is bounded by Hendry County's boundary and includes public property and public rights-of-way, the Applicable Local Government parks, other facilities of the Applicable Local Government and debris staging areas within the Applicable Local Government.

- a. If tasked with debris removal on Federal Highway Administration (FHWA) Emergency Relief (ER) Program Eligible roadways, the Vendor will be required to provide crews separate from those providing the Applicable Local Government ROW debris removal services. The crews designated to provide debris removal from FHWA-ER eligible roadways will make one pass to collect debris from FHWA-ER eligible roadways. Further, the Vendor shall abide by all eligibility requirements and guidance set forth by the most current guidance from FHWA for debris removal on FHWA-ER Program eligible roadways.
- b. The Applicable Local Government Debris Manager will authorize and approve which services the Vendor shall provide from the scope of services and which zones/areas must be prioritized.
- c. All debris identified by the Applicable Local Government Debris Manager shall be removed. The number of complete passes the Vendor shall conduct through the Applicable Local Government is at the discretion of the Applicable Local Government Debris Manager. Partial removal of debris piles is strictly prohibited. The Vendor shall not move from one designated work area to another designated work area without prior approval from the Applicable Local Government Authorized Representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Vendor shall not enter onto private property

during the performance of the contract unless specifically authorized by the Applicable Local Government Debris Manager in writing.

- d. For first pass, loose leaves and small debris in excess of two bushel baskets shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than twelve (12) inches in any dimension shall be left at the point of collection.
- e. For subsequent and/or final pass, loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left at the point of collection.
- f. Vendor shall deliver all disaster related debris to an Applicable Local Government approved DMS or the Applicable Local Government Approved Final Disposal Site that has been approved to receive disaster-generated debris and adhere to all local, state and federal regulations.
- g. The DMS Vendor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state and federal safety and environmental standards. Vendor reduction, handling, disposal and remediation methods must be approved, in writing, by the Applicable Local Government Debris Manager.
- h. Payment for disposal costs such as tipping fees incurred by the DMS Vendor at an Applicable Local Government Approved Final Disposal Site that meet local, state and federal regulations for disposal will be reimbursed by the Applicable Local Government as a pass through cost if not paid by the Applicable Local Government. Prior to reimbursement by the Applicable Local Government, the Vendor must furnish an invoice in hard copy and electronic format matching scale/weigh tickets numbers with load ticket or haul-out ticket numbers and other applicable information. The Vendor will also be required to provide proof of Vendor payment to the Applicable Local Government Approved Final Disposal Site.
- i. The Vendor shall conduct the work so as not to interfere with the disaster response and recovery activities of other vendors or local, state and federal governments or agencies, or any public utilities.
- j. The Applicable Local Government reserves the right to inspect DMS and Approved Final Disposal Site, verify quantities and review operations at any time.

2.6. Debris Management Sites and Final Disposal Sites

The selected DMS Vendor is responsible for providing final disposal of all debris generated and collected within the Applicable Local Government in accordance to requirements of FEMA, FHWA, FDEP, and all other applicable federal, state, and local laws and regulations. Prior to the award of this agreement, and annually

thereafter, the selected DMS Vendor shall provide a list of Final Disposal Site(s) to be used for debris disposal.

The DMS Vendor is responsible for providing a sufficient number of DMS to support the event in which the contract is activated. The DMS Vendor shall provide the Applicable Local Government with a list of potential DMS locations annually.

Hendry County has three (3) potential DMS sites that Hendry County may authorize for debris management. Prior to the start of each hurricane season, the Vendor shall evaluate any Hendry County provided DMS Site. Hendry County maintains the right to limit the use and/or eliminate any or all DMS Sites at Hendry County's sole discretion. Vendors are placed on notice that the County is in the process of selling Airglades Airport, at which point it will be removed as a DMS. Hendry County shall authorize, in writing, the use of any Hendry County provided DMS prior to the start of operations.

ZONE 1 - CITY OF CLEWISTON

To be determined.

ZONE 2 – CITY OF LABELLE

To be determined.

ZONES 3 AND 4 EASTERN AND WESTERN UNINCOPORATED HENDRY COUNTY

WACS ID	98161
Site Name	Airglades Airport – Diamond Area
Site Address	2100 Airglades Blvd; Clewiston, FL 33440
GPS Location	Lat 26:44:27.2 / Long 81:2:54.5
Estimated Size	
Type of Debris Managed	Vegetative Debris

WACS ID	99040
Site Name	Port LaBelle Staging Area
Site Address	3490 Utility Drive; LaBelle, FL 33935
GPS Location	Lat 26:44:57 / Long 81:23:1
Estimated Size	
Type of Debris Managed	Vegetative Debris

WACS ID	To be determined
Site Name	Banyan Village
Parcel Identification Number	4-29-43-10-130-000B-002.2
GPS Location	Lat 26:45:17 / Long 81:16:19
Estimated Size	14.8 Acres

Type of Debris Managed	Vegetative Debris
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If additional DMS locations are needed for the operation, the DMS Vendor shall provide a list of DMS locations. The list will include all necessary site information to allow the Applicable Local Government to submit to FDEP for approval. If the Vendor(s) establish any additional DMS, a copy of the agreement showing indemnification of the Applicable Local Government for the use and proposed restoration plan of the additional sites, shall be provided to the Applicable Local Government. In addition the DMS Vendor shall execute a hold harmless agreement for each Vendor-established DMS that is not located on the Applicable Local Government property. The hold harmless agreement must be approved by the Applicable Local Government prior to execution.

Prior to the use of any DMS (either the Applicable Local Government-provided DMS or Vendor(s)-established DMS) analysis of both groundwater and soil will be required to establish pre-use conditions (post remediation site sampling may also be required of the Vendor). Groundwater and soil sampling/analysis must be conducted by an independent Geotechnical Engineer or Geologist and will be performed on behalf of the Applicable Local Government at the expense of the DMS Vendor(s). The results of such testing shall be sent directly from the professional to the Applicable Local Government. The Vendor shall be required to provide the Applicable Local Government with site photographs for each DMS. The photographs will include pre-use, operational, and post site remediation photographs to document site conditions.

The cost associated with acquiring, preparing, leasing, renting, operating, remediating land used as DMS in the Applicable Local Government is a cost borne by the DMS Vendor and compensated based on the Vendor's bid for site management and reduction of debris.

The Applicable Local Government may also establish designated Residential Convenience Centers (residential drop-off sites). The DMS Vendor will be responsible for removing all disaster related debris from those sites. Vendor shall not collect debris from the Residential Convenience Centers while sites are open to the public and/or when residents occupy the site. Depending on the volume of debris at a Residential Convenience Center, the Vendor may be required to push material to make room for additional debris.

The DMS Vendor's Operations Manager will assign a Foreman to each DMS, who will be responsible for the management of all operations of the site, including traffic control, dumping operations, segregation of debris, grinding, fire protection, safety, and applicable requirements of Section 2.3.6 of this document entitled "DMS(s) Management, Operations, and Reduction Through Grinding". The DMS Foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the Vendor's Operation Manager, who will in turn provide this information to the Applicable Local Government. These daily reports must meet the requirements of FEMA, FHWA, or Other Federal Agencies, and other reimbursement and regulatory requirements.

The DMS Vendor will be responsible for returning all utilized DMS to their original condition or better prior to site use. DMS remediation will include, but is not limited to, returning the original site grade, fill dirt, base material, sod, and other physical features. DMS site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the Applicable Local Government and the Florida Department of Environmental Protection (FDEP). All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use.

2.7. Contracts

2.7.1 Notice to Proceed

When services are required, the Applicable Local Government shall issue an official Notice to Proceed for the services referenced in this RFP and resulting contract. The Notice to Proceed shall be sent via facsimile or email and followed by regular mail. Under no circumstances shall the Applicable Local Government be liable for any services rendered unless the written Notice to Proceed has been sent by the Applicable Local Government and received by the Vendor(s). The Vendor(s) must acknowledge receipt of the written Notice to Proceed.

2.7.2 Termination for Convenience

The Applicable Local Government reserves the right to terminate the contract with the Vendor(s) at any time and for any reason.

2.7.3 Changes in Scope of Work

The Applicable Local Government Debris Manager may request changes in the scope of work to be performed. Such changes, including increase or decrease in compensation must be agreed upon and incorporated by written amendment to the agreement.

2.7.4 Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Area Surplus Firms

The Vendor, if subcontracts are anticipated or let, shall take the five affirmative steps set forth in §200.321 to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

3.0. Oversight

3.1 On-Site Project Manager

The Vendor(s) shall provide an on-site project manager to the Applicable Local Government. The project manager shall provide a mobile telephone number to the Applicable Local Government with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the Applicable Local Government Debris Manager and/or the Applicable Local Government Authorized Representative. Daily meeting topics will include, but are not limited to, volume of debris collected, completion progress, the Applicable Local Government coordination, and damage repairs. Frequency of meetings may be adjusted by the Applicable Local Government Debris Manager. The Vendor(s)' project manager must be available twenty-four (24) hours a day, or as required by the Applicable Local Government Debris Manager.

3.2 Superintendent Shall be Supplied by the Vendor

The Vendor(s) shall employ a competent superintendent who shall be in attendance at all times during the progress of the work. The term "competent" includes an ability to be able to clearly communicate, orally and in writing, in English. The superintendent shall be the primary representative under the contract for the Vendor. All authorized communications given to the superintendent by the Applicable Local Government, and all contract-related decisions made by the superintendent, shall be binding on the Vendor. The superintendent shall be considered to be, at all times, an employee of the Vendor under its sole direction and not an employee or agent of the Applicable Local Government.

3.3 Safety

The Vendor(s) shall be responsible for maintaining safety at all sites at which it is working. The DMS Vendor(s) shall take all reasonable steps to insure safety for both workers and visitors to DMS(s) and debris collection sites. The Vendor(s) will also be responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of the contract.

4.0. Equipment

- a. All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly unloading its contents without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.

- b. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two (2) inch by six (6) inch boards or greater and not to extend more than two (2) feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. In order to ensure compliance, equipment will be inspected by the Applicable Local Government's Authorized Representatives prior to its use by the Vendor(s). The Applicable Local Government or its Authorized Representative may also perform periodic re-inspection of vehicles to verify the certified capacity.
- c. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent them from falling off. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to the Applicable Local Government approved DMS or the Applicable Local Government Approved Final Disposal Site. If falling debris from hauling vehicles presents an issue, the Applicable Local Government reserves the right to require the contractor to "tarp" or cover debris when hauling.
- d. Trucks or equipment designated for use under the contract shall not be used for any other work. The Vendor(s) shall not solicit work from private citizens or others to be performed in the designated work area during recovery efforts for an event. Under no circumstances will the Vendor(s) mix debris hauled for others with debris hauled under the contract. Failure to abide by this restriction may result in a suspension of the violating truck, crew, or sub-contractor.
- e. Equipment used shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the Applicable Local Government Debris Manager.
- f. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the Applicable Local Government Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

5.0. Traffic Control

The Vendor shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Vendor is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Vendor shall provide sufficient signing, flagging, traffic cones and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Vendor. No further work shall take place until the

deficiency is corrected. Neither the Applicable Local Government Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected. The expense incurred by the Vendor for traffic control is an overhead expense contemplated as part of the Vendor's compensation under the terms and conditions of the scope of services.

Traffic control will conform to FDOT's most current editions of "Roadway and Traffic Design Standards" for Design, Construction, and Maintained Systems and the Federal Highway Administration (FHWA) "Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways." The foregoing requirements are to be considered as minimum and the Vendor's compliance shall in no way relieve the Vendor of final responsibility for providing adequate traffic control devices for the protection of the public and Vendor's employees throughout the work area.

6.0. Hazardous Waste and Other Hazardous Materials

The Vendors shall set aside and reasonably protect any Hazardous Waste and other hazardous materials encountered during debris removal operations for collection and disposal by the Applicable Local Government. The Vendor shall notify the Applicable Local Government's monitoring firm(s) of the nature and location of any such debris encountered.

The Vendors and personnel must make every reasonable effort to avoid transporting Hazardous Waste and other hazardous materials to the DMS(s) or final disposal sites that are not specifically authorized to accept such materials. Should these materials be inadvertently transported to the aforementioned locations, the Vendor shall be responsible for proper handling and storage of any Hazardous Waste and other hazardous materials brought by his/her workforce. The DMS Vendors shall provide a suitable area at each DMS to accommodate all Hazardous Waste and other hazardous materials inadvertently brought to the site.

The Applicable Local Government will provide for routine service to collect and dispose of any materials inadvertently delivered to the DMS during removal operations.

7.0. Work Hours

The Vendor shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the Applicable Local Government and the Vendor(s). Unless otherwise directed, the Vendor must be capable of conducting volumetric reduction operations at DMS locations on a twenty-

four (24) hour, seven (7) days a week basis. No work will be performed on the following holidays without prior approval of the Applicable Local Government Debris Manager:

- a. New Year's Day
- b. Martin Luther King Jr. Day
- c. Memorial Day
- d. Independence Day
- e. Labor Day
- f. Veteran's Day
- g. Thanksgiving Day
- h. Day after Thanksgiving
- i. Christmas Eve Day
- j. Christmas Day

8.0. Time of Completion

The services shall commence upon written notice to proceed from the Applicable Local Government, and the project shall be completed in accordance with the project schedule.

9.0. Liquidated Damages

Should the Vendor fail to complete requirements set forth in this scope of work, the Applicable Local Government will suffer damage. The amount of damage suffered by the Applicable Local Government is difficult, if not impossible to determine at this time. Therefore, the Vendor shall pay the Applicable Local Government, as liquidated damages, the following:

- a. The Vendor shall pay the Applicable Local Government, as liquidated damages, \$1,000.00 per calendar day of delay to mobilize in the Applicable Local Government with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued Notice to Proceed.
- b. The Vendor shall pay the Applicable Local Government, as liquidated damages, \$500.00 per load of disaster debris collected in the Applicable Local Government that is not disposed of the Applicable Local Government approved DMS or the Applicable Local Government Approved Final Disposal Site plus any associated fines levied by a third party. Application of liquidated damages does not release the Vendor of liability associated with hauling and depositing material to an unauthorized location.
- c. The Vendor shall pay the Applicable Local Government, as liquidated damages, \$500.00 per incident where the Vendor fails to repair damages that are caused by the Vendor or subcontractor(s). Application of liquidated damages does not release the Vendor from the responsibility of resolving or repairing damages.

The amounts specified above are mutually agreed upon as the reasonable and proper amount of damage the Applicable Local Government should suffer by failure of the Vendor to complete requirements set forth in the scope of work.

10.0. Damages

All items damaged as a result of Vendor or subcontractor operations, such as but not limited to, sidewalks, curbs, pipes, drains, water mains, pavement, mail boxes, and turf shall be either repaired or replaced by the Vendor, at their expense, in a manner prescribed by and at the sole satisfaction of the Applicable Local Government Debris Manager. Any invoices submitted to the Applicable Local Government such as but not limited to, from utility companies, or landowners, which are determined to be the result of damage done by the Vendor, shall be the responsibility of the Vendor. Repairs, or receipt of repairs, shall be completed and submitted to the Applicable Local Government prior to submission of the Vendor's invoice for work accomplished. If the Vendor fails to repair any damaged property, the Applicable Local Government may have the work performed and charge the Vendor.

The Vendor shall be responsible for filling to grade with like material all surface damage, such as rutting and cracks, caused by the Vendor's equipment during debris removal. The Vendor shall repair all damage to existing grade, road shoulders, trees, shrubs, and grassed areas caused by the Vendor's equipment or personnel at no additional cost to the Applicable Local Government. If the Vendor does damage to an Applicable Local Government sign or other property owned by an Applicable Local Government, it shall be the responsibility of the Vendor to repair the item back to the original condition. If the repair is not in accordance with the Applicable Local Government standards, the Applicable Local Government shall repair the items and deduct the associated cost from the amount due the Vendor. The Vendor shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the area of work.

Complaints will be addressed within forty-eight (48) hours and a written report submitted to the Applicable Local Government Debris Manager outlining actions taken to correct the complaint. The Vendor shall notify the Applicable Local Government immediately of any complaints given directly to the Vendor.

Upon written notice from the Vendor that the damage correction work is complete, the Applicable Local Government will make a final inspection with the Vendor and will notify the Vendor in writing of any deficiencies. The Vendor will correct all deficiencies before final acceptance and payment is made. If a second re-inspection is required, the Applicable Local Government will assess an eighty dollar (\$80.00) fee to the Vendor. The eighty dollar (\$80.00) fee will be assessed for every re-inspection after the first re-inspection. The fee is assessed to offset the additional

the Applicable Local Government labor costs and vehicle usage required for unnecessary inspections and the fee will be deducted from the current invoice.

No retention will be released to the Vendor prior to a satisfactory damage resolution log being completed addressing all complaints and issues. Should the value of retention exceed the amount of possible outstanding damage claims, the Vendor may petition the Applicable Local Government in writing for a partial retainage release.

11.0. Existing Utilities

- a. Some trees and debris that are to be removed may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Vendor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Vendor shall pay all such costs to the utility company for any adjustments.
- b. The Vendor shall be responsible for all costs incurred to repair damaged utilities that are caused by the Vendor, as determined by the affected utility company. Payment for repairs to all municipal and privately owned utilities shall be the responsibility of the Vendor.

12.0. Debris Site Tower Specifications

The DMS Vendor shall provide as many towers as designated by the Applicable Local Government at each DMS for the use of the Applicable Local Government Authorized Representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the Applicable Local Government or its Authorized Representative are unable to verify the entering and exiting trucks, then the Vendor may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the Vendor for the construction of towers is an overhead expense contemplated as part of the Vendor's compensation under the terms and conditions of Scope of Services, Section 2.3.6.

13.0. Facilities at DMS Locations

- a. The DMS Vendor shall provide as many ADA compliant portable toilets as designated by the Applicable Local Government at each dumpsite for the use of the Applicable Local Government Authorized Representatives during their inspection of dumping operations. The toilet shall be provided prior to start of

any dumping operations and kept in a sanitary condition by the Vendor throughout the duration of dumping operations. The expense incurred by the Vendor for the operation of portable toilets is an overhead expense contemplated as part of the Vendor's compensation under the terms and conditions of Scope of Services, Section 2.3.6.

- b. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the Applicable Local Government Debris Manager due to unsuitable conditions at the tower.

14.0. Ownership of Debris

All debris residing in public ROW, on public property and at the Applicable Local Government provided DMS(s) shall be the property of the Applicable Local Government until final disposal at a properly permitted disposal site. The Vendor shall be responsible for removal of debris up to the point where debris can only be described as light litter and additional collection can be facilitated only by sweeping and raking. In addition to debris stored on the right-of-way as the result of road clearing, the Applicable Local Government will direct residents to place debris in segregated piles along the right-of-way, separated as to the waste category. There may be the need to perform some curbside separation of the different materials. Different waste materials will be collected in separate vehicles and may require disposal at different locations, which will be approved by the Applicable Local Government. Any items requiring disposal at special facilities shall be required to be monitored for the collection, complete haul, and delivery at the approved special location with the monitor obtaining an original copy of the disposal ticket showing inbound and outbound collection vehicle weights.

All bagged and bundled waste and debris smaller than two (2) inches in diameter and shorter than two (2) feet in length are outside the scope of these services unless specifically directed by the Applicable Local Government. Collection of Municipal Solid Waste (MSW) is outside the scope of these services.

It is recognized that construction and demolition debris might contain small amounts of asbestos, lead-based paints, treated wood or similar materials. The Florida Department of Environmental Protection (FDEP) will issue an Emergency Final Order for the classification and disposition of all disaster related wastes. Based on the mandates of this State agency and other applicable state and federal reimbursement agencies, the determination of the character and disposal of waste streams will be decided. The Vendor shall receive a copy of this letter and together with the Monitor and the Applicable Local Government, a final disposal plan will be established.

15.0. Environmental Protection

- a. Any and all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the Vendor must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.
- b. Vendor and subcontractors shall not perform maintenance on over-the-road equipment at DMS(s). Maintenance of equipment that typically remain at the DMS (e.g., track hoes, front end loaders, grinders, etc.) may be conducted at the DMS provided best management practices are followed and all wastes are managed and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.
- c. The DMS Vendor shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the Applicable Local Government Debris Manager. The Vendor shall comply in a timely manner with all directions of the Applicable Local Government Debris Manager regarding the use of a water truck or other approved dust abatement measures.
- d. Vendor shall comply with all laws, rules, regulations and ordinances regarding environmental protection.
- e. The DMS Vendor shall immediately report and document all incidents to the Applicable Local Government Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.
- f. Vendor must notify the Applicable Local Government regarding any fluid or chemical spillage so that the Applicable Local Government or its authorized representative can review and approve of the cleanup. The Vendor shall take immediate containment action as necessary to minimize the effect of any spill or leak. Cleanup shall be done in accordance with applicable federal and local laws and regulations.

Petroleum, Oil, and Lubricant Spills shall be reported to the National Response Center, Hendry County Environmental Health, Hendry County Emergency Management and the Applicable Local Government Debris Manager immediately following discovery. A written follow-up shall be submitted to the Applicable Local Government Debris Manager not later than 7 days after the initial report. The written report shall be in narrative form and, as a minimum, shall include the following:

- Description of the material spilled (including any identity, quantity, etc.)
- Determination as to whether or not the amount spilled is DEP reportable and when and to whom it was reported.
- Exact time and location of spill, including description of the area involved.

- Receiving waters (including, but not limited to canals and drainage areas)
- Cause of incident and equipment and personnel involved.
- Injuries or property damage.
- Duration of discharge.
- Containment procedure implemented.
- Summary of all communications the Vendor has had with press or other officials.
- Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

16.0. Documentation and Measurement

- a. Emergency Road Clearance Vendor(s) are responsible for ensuring that all labor and equipment used for Emergency Debris Clearance activities is certified and that logs are kept for starting days/times, ending days/times, and zones, areas, and streets worked.
- b. All trucks used for collection and hauling of eligible debris from the Applicable Local Government ROW to the Applicable Local Government approved DMS(s) or the Applicable Local Government Approved Final Disposal Sites shall be measured (inside bed measurements) and certified for cubic yard volume by the Applicable Local Government or the Applicable Local Government Authorized Representative. The Vendor shall provide a representative to attest to the certification/measuring process. It is the Vendor's responsibility to verify the accuracy of truck certifications within forty-eight (48) hours of truck certification (and notify the Applicable Local Government of any discrepancies). Placards will be attached to both sides of each certified truck and shall clearly state the truck measurement in cubic yards, Vendor name, assigned truck number, and other pertinent information, as determined by the Applicable Local Government Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by the Applicable Local Government authorized representative each time it returns to work from other contracts or communities.
- c. The Vendor is responsible for ensuring that all persons driving motor vehicles maintain a valid driver's license and equipment legally fit for travel on the road.
- d. Load tickets will be provided by the Applicable Local Government or its Authorized Representative for recording volumes of debris removal. Unit rate tickets will be provided by the Applicable Local Government or its Authorized Representative for documenting unit rate services, such as Hanging Limb or Hazardous Tree removal. Only tickets designated and approved by the Applicable Local Government will be authorized for use. Tickets that require Vendor signature will have the signature as well as name printed in a legible manner.

- Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Vendor is responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, percentage load call or measurement (either tons or percentage load call), and the Applicable Local Government Authorized Representative name and signature. No payment will be made by the Applicable Local Government for incomplete and/or illegible load or unit rate tickets submitted for payment.
 - Load tickets will be issued by an Authorized Representative of the Applicable Local Government at the collection site. The Applicable Local Government Authorized Representative will complete the applicable portion of the load ticket, and provide all five copies to the vehicle operator. Upon arrival at the DMS or the Applicable Local Government Approved Final Disposal Site, the vehicle operator will present the five copies of the load ticket to the Applicable Local Government Authorized Representative on site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the Applicable Local Government Authorized Representative present at the DMS or the Applicable Local Government Approved Final Disposal Site. The Applicable Local Government's Authorized Representative will validate, enter the estimated debris quantity and sign the load ticket.
 - Loads of processed (e.g., chipped) debris being hauled from a DMS to the Applicable Local Government Approved Final Disposal Site will follow the same load ticket procedures. The Applicable Local Government Authorized Representative will initiate the load ticket at the DMS. Another Applicable Local Government Authorized Representative will validate and sign the ticket at the Applicable Local Government Approved Final Disposal Site.
 - The Vendor shall give written notice of the location for work scheduled twenty-four (24) hours in advance.
- e. Scope of service items that have rates based on one-way haul mileage shall have such mileage based on "as the crow flies" distance. The radius distance from each DMS or Approved Final Disposal Site to the last loading location written on the load or haul-out ticket will be used to determine the mileage rate category. The Applicable Local Government shall determine the mileage calculation method that is ultimately used. One-way mileage rates apply to the following sections within the statement of work:
- Section 2.3.2 –ROW Vegetative Debris Removal
 - Section 2.3.3 –ROW C&D Debris Removal
 - Section 2.3.4 - Removal of Debris from Public Parks and other Facilities

- Section 2.3.5 – Removal of Debris from Canals/Waterways **(REMOVED)**
- Section 2.3.7 – Haul-out of Reduced Debris to an Approved Final Disposal Site

17.0. Payment

- a. The Applicable Local Government, or its Authorized Representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Vendor will be provided with copies of this documentation. These documents will be used by the Vendor as backup data for invoice submittals. Work not ticketed or not authorized by the Applicable Local Government will not be approved for payment. Additionally, any ticket submitted for payment must be legible and properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call or disposal monitor signature will not be paid, nor will the Applicable Local Government be responsible for unpaid incomplete tickets.
- b. If tasked with Private property and FHWA-ER funded roadway debris removal operations, these will be invoiced separately from ROW collection removal operations. The Applicable Local Government reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, white goods, or other scope of service items) or program (ROW collection, private property debris removal, etc.).
- c. Invoices shall be submitted to the Applicable Local Government's Authorized Representative on a bi-weekly basis unless otherwise directed by the Applicable Local Government. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the Applicable Local Government. Invoice detail submittals will be checked against the Applicable Local Government records. The Applicable Local Government records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the Applicable Local Government Authorized Representative to the Applicable Local Government for payment.
- d. A five percent (5%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Vendor must successfully complete, and receive a letter of completion from the Applicable Local Government, for all work zones or types of services applicable to that Vendor. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the Applicable Local Government to repair damages caused by the Vendor(s) to public or private property.
- e. No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid and will not be adjusted based on the total amount of debris actually handled.

- f. The Applicable Local Government will not pay and/or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses. Price submittals should be inclusive of all such expenses.
- g. The Vendor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Vendor shall provide executed release waivers from all subcontractors to release the Applicable Local Government from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the Applicable Local Government prior to final retainage release.
- h. Payment for disposal cost incurred by the Vendor at the Applicable Local Government Approved Final Disposal Sites will be made at the cost incurred by the Vendor. The Applicable Local Government will either coordinate payment of disposal costs directly with the Final Disposal Site or require the Vendor to pay the disposal fees and then invoice the Applicable Local Government. The Vendor shall submit a copy of all invoice(s) received from the Applicable Local Government Approved Final Disposal Site(s), an electronic copy tabulating all scale or load tickets issued by the Applicable Local Government Approved Final Disposal Site(s), and proof of Vendor payment to the Applicable Local Government Approved Final Disposal Site(s). The Applicable Local Government will not render payment for disposal costs until the Vendor submits applicable disposal site permits or site information for each Approved Final Disposal Site.
- i. Vendor(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the Applicable Local Government Debris Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Vendor's final invoice.

In the event any portion of this scope of work is to be funded by State or Federal funds, the Vendor will comply with all requirements of the state or federal government applicable to the use of the funds. The Applicable Local Government will only pay for those items deemed eligible by FEMA or FHWA, unless the Applicable Local Government otherwise agrees in writing. Payment shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, and Florida Statutes.

18.0. Records Retention

All documents, including but not limited to, letters, memos, e-mails, computer files, photographs, drawings, tracings, plans, specifications, maps, evaluations, reports and other records and data of any type relating to the Project received, prepared or developed by Vendor under the Contract are public records subject to Florida Statutes Chapter 119 and shall not be destroyed.

Vendor shall:

- (a) Keep and maintain public records required by the County to perform the service.
- (b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes Chapter 119 or as otherwise provided by law.
- (c) 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 Vendor does not transfer the records to the County.
- (d) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor 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.

19.0. FEMA Requirements

The Applicable Local Government intends to seek reimbursement from FEMA for the eligible debris removal (most likely under Catalog of Federal Domestic Assistance No. 97.036). Consequently, the Vendor must comply with applicable provisions governing FEMA access to records, accounts, documents, information, facilities and staff. See Attachment G. Vendor must comply with all applicable Federal laws, regulations, executive orders and FEMA requirements.

20.0. FHWA-ER Program Contract Requirements

The Applicable Local Government intends to seek reimbursement from FHWA for the eligible debris removal performed on federal aid roads. Consequently, the Applicable Local Government mandates compliance from the successful Vendor regarding the following:

- a. FHWA Form 1273, titled Standard Federal-aid Provisions. FHWA Form 1273 will be included in the final contract.
- b. Buy America Requirements

- c. 49 CFR Part 26, Participation By Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs
- d. American with Disabilities Act of 1990 (ADA)
- e. Convict Labor Prohibition

FHWA-ER Program contract requirements are subject to any changes provided by FHWA during the term of the contract.

21.0. Final Project Close Out

Upon final inspection of the project by the Applicable Local Government, the Vendor(s) shall submit a detailed description of all debris management activities, to include the total volume, by type of debris hauled and or disposed.

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

22.0. Distribution of Work

The Applicable Local Government reserves the right to activate more than one contractor to provide each of the debris services outlined in this proposal. The Applicable Local Government may also revise the distribution of services provided or work areas (such as zones) at any time during the activation of a contract developed through this proposal.

Hendry County, the City of Clewiston, and the City of LaBelle are Equal Opportunity Employers. In accordance with **§200.321** of the Electronic Code of Federal Regulations, small and minority businesses, women's business enterprises, and labor surplus area firms are encouraged to participate.

Hendry County, the City of Clewiston, and the City of LaBelle will follow all procurement standards as set forth in **§200.318 through §200.327** of the Electronic Code of Federal Regulations. A link to the procurement standards is as follows:

[Electronic Code of Federal Regulations \(eCFR\)](#)

All information provided by the Vendor will be reviewed by Hendry County, the City of Clewiston, and the City of LaBelle staff and applicable municipality staff. The Vendor will be expected to rectify any omissions and make such changes as deemed appropriate at no additional cost.

Any questions regarding these projects or the technical requirements of engineering services sought by this solicitation may be directed to:

Jorge Hernandez
Hendry County Project Engineer

Hendry County Engineering Department
99 East Cowboy Way
LaBelle, Florida 33935
Phone: (863) 612-4726
Email: jorge.hernandez@hendryfla.net

And, if necessary to:

Shane Parker, P.E.
Public Works Director / County Engineer
Hendry County Engineering
99 East Cowboy Way
Post Office Box 1607
LaBelle, Florida 33975
Phone: (863) 675-5222
email to sparker@hendryfla.net

The last day to submit questions via e-mail for review and answer is **Monday, July 7, 2025 at 12:00 P.M.**

ALL RESPONDENTS/VENDORS shall hold all State, Federal and County/City licenses required to perform the above referenced scope of work. This Respondent/Vendor shall ensure compliance with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. Hendry County, the City of Clewiston, and the City of LaBelle expressly desire the Repondent/Vendor to keep all the files and records that pertain to the solicitation to relieve the County of the task of filing and record keeping.

SECTION III

SBE/DBE/MBE/WBE PARTICIPATION

§ 200.321 Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.

(a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.

(b) Such consideration means:

- (1) These business types are included on solicitation lists;
- (2) These business types are solicited whenever they are deemed eligible as potential sources;
- (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
- (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;
- (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring a contractor under a Federal award to apply this section to subcontracts.

SECTION IV

PUBLIC RECORDS

119.0701 Contracts; public records; request for contractor records; civil action.—

(1) DEFINITIONS.—For purposes of this section, the term:

(a) “Contractor” means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. [119.011](#)(2).

(b) “Public agency” means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) CONTRACT REQUIREMENTS.—In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency’s custodian of public records in at least 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (EMILY HUNTER AT (863) 675-5304, EMILY.HUNTER@HENDRYFLA.NET, OR P.O. BOX 2340, LABELLE, FL 33975.).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided 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, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the

public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

(3) REQUEST FOR RECORDS; NONCOMPLIANCE.—

(a) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

(b) If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

(c) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. [119.10](#).

(4) CIVIL ACTION.—

(a) If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

(b) A notice complies with subparagraph (a)2. if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(c) A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

SECTION V

FINANCIAL INSTITUTIONS GENERALLY

655.91 Records of institutions and copies thereof; retention and destruction.—

(1) In this section, “records” of an institution means and includes all books of account and other books of every kind, journals, ledgers, statements, instruments, documents, files, messages, writings of every kind, and other internal or other data and other information of every description, made or received by an institution in the regular course of its business or otherwise, regardless of the mode in which it is recorded.

(2) Institutions need not preserve or retain any of their records or copies thereof for a period longer than is expressly required by an applicable statute or rule or regulation of this state or the United States which identifies, either specifically or by type or category, the relevant records or copies thereof or, if there is no such statute or rule or regulation which specifies a retention period applicable to the records or copies thereof, for a period longer than 5 years. An institution may destroy any of its records or copies thereof after the expiration of the retention period determined as provided in this subsection.

(3) No liability shall accrue against any institution because of the destruction of any of its records or copies thereof as permitted by subsection (2), and in any judicial or other action or proceeding in which any such records or copies thereof may be called in question or be demanded of the institution or any officer or employee thereof, a showing that such records or copies thereof have been destroyed in accordance with the provisions of subsection (2) is a sufficient excuse for the failure to produce them.

(4) Any institution may at any time make, or cause to be made, a copy or copies of any or all of its records, and any such copy duly certified, authenticated, or identified by a responsible officer or agent of the institution under whose supervision the records or copies are kept shall, in all cases and in all courts and places, be admitted and received as evidence with a like force and effect as the original record, whether or not the original is in existence.

(5) The original of any record of an institution includes the data or other information comprising a record stored or transmitted in or by means of any electronic, computerized, mechanized, or other information storage or retrieval or transmission system or device which can upon request generate, regenerate, or transmit the precise data or other information comprising the record; and an original also includes the visible data or other information so generated, regenerated, or transmitted if it is legible or can be made legible by enlargement or other process.

(6) Copies of records of an institution, heretofore or hereafter made, include duplicates or counterparts of an original produced from the same impression or process as the original by carbon or other chemical or substance or process; negative and positive film and prints of an original or copy and reproductions and facsimiles of an original or copy, whether or not the same size, produced by photographic, microphotographic, photostatic, xerographic, electronic, computerized, or mechanized process, or by any other process, and enlargements and reductions thereof; and the data or other information comprising a record stored or transmitted as provided in subsection (5), and the visible data or other information generated or regenerated or transmitted by such information storage or retrieval or transmission system or device, if it is legible or can be made legible by enlargement or other process.

SECTION VI

SUBMISSION REQUIREMENTS

Respondents should include the following information in their submittals in the exact order listed here with separating page tabs in an 8.5" by 11" page format. PLEASE INCLUDE THE PAGE TABS so that those evaluating your submittal can compare each section with others that are submitted.

Tab 1: Letter of Interest: A letter stating your interest in this project signed by the person who will have contract authority over this project and stating that the contents of the submittal are true and accurate. Please state in this letter that you can meet the insurance/bonding requirements of the County and that you are willing to execute a standard agreement with Hendry County, Florida.

Tab 2: Experience: Provide an overview of the key areas listed below:

A. (i) Relevant experience and past performance in Disaster Debris Removal Services or (ii) a minimum of five (5) years of experience hauling loads of goods or materials in an open bed trailer or truck bed (e.g., dirt, rock, agricultural commodities).

B. Previous experience with State and Federal reimbursement programs; including, but not limited to: of FEMA, FHWA, NRCS and any other applicable Federal or State agencies associated with funding of debris removal and recovery efforts.

C. The ability, capacity, skill, and organization of the Proposer to perform and support the needs and objectives of the Scope of Work as proposed. This includes Proposer's staff or anticipated subcontractors.

D. Listing of the current condition and amount of resources available to perform the services required, such as the Proposer's heavy equipment, vehicles, and other related equipment. Additionally, Proposer may detail resources it can have at its disposal immediately in the event of a disaster event.

E. Explanation of the Proposer's approach to mobilization, operational plans, work procedures, and their processing system to support the needs and objectives of The Applicable Local Government for expeditious removal and disposal of disaster debris.

F. The schedule and availability of the Proposer, to include response time.

Tab 3: References: Include the names of at least 3, but no more than 5, letters of references from current or past customers for whom the Proposer has performed Disaster Debris Removal Services or hauling of loads of goods or materials in an open bed trailer or truck bed (e.g., dirt, rock, agricultural commodities) within the past three years.

Tab 4: Litigation: A listing and description of all litigation the Proposer has been a party to over the past three years.

Tab 5: Pricing: Completed Attachment L - Unit Rate Price Schedule.

Tab 6: Forms:

- Attachment 1 – Proposer’s Affidavit;
- Attachment 2 – Proposer’s Qualification Questionnaire;
- Attachment 3 – Completed Projects;
- Attachment 4 – Current Projects;
- Attachment A – No Lobbying Acknowledgement;
- Attachment B – Anti-Collusion & No Gifts Affidavit;
- Attachment C – Public Entity Crime Affidavit;
- Attachment D – Conflict of Interest Disclosure Affidavit;
- Attachment E – Immigration Law Affidavit;
- Attachment F – Drug Free Workplace Affidavit;
- Attachment G – Exceptions to Solicitation (if needed);
- Attachment H – Affidavit Concerning Activities in Certain Countries;
- Attachment I – Indemnification Contract Clause Acknowledgement;
- Attachment J – Contract Provisions;
- Attachment K – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion;

SECTION VII

CONTRACTUAL REQUIREMENTS

CONTRACTS: A sample copy of the contract document may be obtained by contacting the County Attorney's office at (863) 675-5295.

FLORIDA LAW CLAUSE: Upon award of a contract under this RFP, the person, partnership, association, or corporation to whom the award is made must comply with local and State laws which require such person or entity to be authorized and/or licensed to do business in Hendry County. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in Hendry County, by submission of a signed RFP response the offeror agrees to subject itself to the jurisdiction and process of the Courts of Hendry County, as to all matters and disputes arising or to arise under any contract and the performance thereof including any questions as to the liability for taxes, licenses, or fees levied by State or local government.

AFFIRMATIVE ACTION: The offeror will comply with all Federal and State requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees, without regard or discrimination by reason of race, religion, sex, national origin, or physical handicap.

PRIME VENDOR RESPONSIBILITIES: The offeror will be required to assume sole responsibility for the complete effort as required by this RFP. The County will consider the offeror to be the sole point of contact with regard to contractual matters.

SECTION VIII

SPECIAL RFP CONDITIONS

- A. The contract shall be in effect for an initial term of one year and may be renewed annually, in writing, if both parties are in agreement, for three (3) additional one-year periods. Each Applicable Local Government (Hendry County, the City of LaBelle, and the City of Clewiston) reserves the right to renew at their own discretion and best interest.
- B. Each Applicable Local Government reserves the right to terminate the contract for unsatisfactory service, deliberate overcharging, or not meeting the terms of the contract.
- C. The proposer's attention is directed to the fact that all applicable Federal and State laws, local ordinances and the rules and regulations of all authorities having jurisdiction over this work shall apply to the RFP throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
- D. The proposer shall furnish all material, equipment, labor, transportation and all other facilities and incidentals necessary for the execution and completion of the work.

SECTION IX

EVALUATION OF THE SUBMITTALS

Submittals will be reviewed in accordance with the County's procurement ordinance, Hendry County Code Section 1-2-185(c).

PLEASE NOTE THAT THE PROPOSALS WILL BE EVALUATED ON CONTENT, *NOT VOLUME*. Points may be deducted for not following instructions. – Submittals should be limited to no more than 60 pages, not including required attachments.

The selection of the firm is intended to be completed in accordance with Florida Statutes 255.20.

The County will comprise a committee in order to review the qualifications submitted and will rank the firms accordingly.

A Ranking Committee will be appointed to review and rank submitted Proposals. The Applicable Local Government reserves the right to select the Proposer who represents the best value and to accept or reject any proposal submitted in response to this solicitation. The Ranking Committee will act in what they consider to be the best interest of Hendry County, the City of Clewiston, the City of LaBelle and their residents.

The award will be made on a best value basis. Price shall not be the sole determining factor for selection, as indicated in the following section, and the Applicable Local Government reserves the right to award the contract to other than the lowest priced Proposer.

A. EVALUATION METHOD AND CRITERIA

The Ranking Committee will be responsible for recommending the most qualified firm(s).

After presentations (may/may not be needed), firms will be assigned a final score, with the highest-ranked firms for each service moving forward for consideration by the Hendry County Board of County Commissioners, City of Clewiston City Commission, and City of LaBelle City Commission. No work on this project shall proceed without written authorization from the Applicable Local Government.

The Applicable Local Government will enter into contract negotiations with the selected Proposer. If the Applicable Local Government and the selected Proposer cannot negotiate a successful contract, the Applicable Local Government may terminate such negotiations and begin negotiations with the next selected Proposer. No Proposer shall have any rights against the Applicable Local Government arising from such negotiations.

Hendry County reserves the right to utilize Hendry County's Disaster Debris Monitoring Firm, or other qualified firm or individual, to review proposals and provide Hendry County with additional analysis.

The evaluation criteria may include, but shall not be limited to, the following:

1. **Compliance with Request for Proposals [Mandatory]**. This refers to the adherence to all conditions and requirements of the Request for Proposals, including submitting required forms.
2. **Qualifications/Ability Evaluation**
 - i. (a) Relevant experience and past performance in Disaster Debris Removal Services or (b) a minimum of five (5) years of experience hauling loads of goods or materials in an open bed trailer or truck bed (e.g., dirt, rock, agricultural commodities).
 - ii. Previous experience with State and Federal reimbursement programs; including, but not limited to: of FEMA, FHWA, NRCS and any other applicable Federal or State agencies associated with funding of debris removal and recovery efforts.
 - iii. The character, integrity, reputation, judgment, and experience of Proposer.
 - iv. References.
 - v. A listing and description of all litigation the Proposer has been a party to over the past three years.
3. **Anticipated Delivery of Services Evaluation**
 - i. The ability, capacity, skill, and organization of the Proposer to perform and support the needs and objectives of the Scope of Work as proposed. This necessarily includes Proposer's staff or anticipated subcontractors.
 - ii. Listing of the current condition and amount of resources available to perform the services required, such as the Proposer's heavy equipment, vehicles, and other related equipment. Additionally, Proposer may detail resources it can have at its disposal immediately in the event of a disaster event.
 - iii. Explanation of the Proposer's approach to mobilization, operational plans, work procedures, and their processing system to support the needs and objectives of the Applicable Local Government for expeditious removal and disposal of disaster debris.
 - iv. The schedule and availability of the proposer, to include response time.
4. **Price Evaluation**
 - i. Primary method of rate evaluation will include applying rates for vegetative debris removal, reduction, and hauling for a typical moderate

hurricane. These estimates are included on the Rate Schedule. This process is being used for evaluation purposes only. Compensation under the Agreement shall be for actual work provided.

- ii. Rate Schedule – Pricing shall be submitted for the following:
 - 1. Unit rates for debris removal:
 - a. ROW Vegetative Debris Removal (based on Section 2.3.2)
 - b. ROW C&D Debris Removal (based on Section 2.3.3)
 - c. Removal of Debris from Public Parks and other Facilities (based on Section 2.3.4)
 - d. Removal of Debris from Canals/Waterways (based on Section 2.3.5) **(REMOVED)**
 - e. DMS(s) Management, Operations and Reduction through Grinding (based on Section 2.3.6)
 - f. Haul-out of Reduced Debris to the Applicable Local Government Approved Final Disposal Site (based on Section 2.3.7)
 - g. Removal of Hazardous Trees and Hanging Limbs (based on Section 2.3.8)
 - h. Removal of Hazardous Stumps (based on Section 2.3.9)
 - 2. Hourly rates for Emergency Road Clearance (based on Section 2.3.1)

B. CRITERIA WEIGHTING

Points will be assigned to each Proposal based on the following weighted criteria:

CRITERIA	MAXIMUM POINTS
1. Compliance with Request for Proposal (Mandatory)	N/A
2. Qualifications/Ability Evaluation	25 points
3. Anticipated Delivery of Services Evaluation	20 points
4. Price Evaluation	55 points

Presentations **may/may not** be necessary.

The committee members will individually award points to the various Respondents based on the aforementioned criteria, after hearing the Respondent's presentations, and after a group discussion among committee members. The committee members are not allowed to award points to Respondents where the total points awarded to Respondents are tied. No

ties will be permitted.

The various Respondents will be assigned a ranking (ordinal score) in order of total points awarded by the individual committee members. The Respondent with the highest number of points awarded will receive an ordinal score of 1 and the Respondent with the second highest number of points will receive an ordinal score of 2, and so on.

All individual committee members will have their ordinal scores entered into a master spreadsheet along with the total points each Respondent received. The ordinal scores provided by each committee member for the various Respondents will be totaled and the total points each Respondent received will also be totaled, but separately.

The Respondent with the **lowest** ordinal score received based on the cumulative total of the ordinal scores for each zone will be recommended as the desired vendor for that zone to the Hendry County Board of County Commissioners, the City of Clewiston Commissioners, and the City of LaBelle Commissioners. If there is a tie in the cumulative ordinal scores between Respondents then the tie will be broken based on which Respondent has the highest cumulative points.

See Exhibit "A" for a SAMPLE master ranking spreadsheet.

C. DISCUSSIONS & PRESENTATIONS (MAY/MAY NOT BE NECESSARY)

The Proposers may/may not be requested to make presentations to the Ranking Committee. Hendry County, the City of Clewiston, and the City of LaBelle may require additional information after evaluation of the submittals, and Proposers agree to furnish such information upon request.

The Ranking Committee may conduct discussions with any Proposer who submits an acceptable or potentially acceptable proposal. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. The Ranking Committee reserves the right to request the Proposer to provide additional information during this process.

D. AWARD OF AGREEMENT – PRIMARY, SECONDARY, AND TERTIARY CONTRACTORS

It is the intent of each Applicable Local Government to select a Primary, a Secondary, and a Tertiary Contractor for service to be provided to the Applicable Local Government under this proposal. The Primary Contractor shall be the initial firm mobilized by the Applicable Local Government. The Secondary Contractor will be utilized in instances where the scope of the event merits additional resources to assist the Primary Contractor, or if the Primary Contractor is unavailable. The Tertiary Contractor will be utilized in instances where the scope of the event merits additional resources to assist the Primary and Secondary Contractors, or if the Primary and Secondary Contractors are unavailable.

The highest ranked firm shall be recommended for award as the Primary Contractor; the second highest ranked firm shall be recommended for award as the Secondary Contractor, and the third highest ranked firm shall be recommended for award as the Tertiary Contractor. All firms shall be responsive and responsible Proposers whose proposals are determined to be the top three most advantageous to the Applicable Local Governments, taking into consideration price and the evaluation factors set forth herein. Each Applicable Local Government reserves the right to accept the Proposal as a whole or for any component thereof if it appears to be in the best interest of the Applicable Local Government.

PROPOSED PROJECT SCHEDULE FOR SERVICES

Request for Proposals Opening – July 18, 2025

Selection Committee Meeting with Presentations (may/may not be necessary) – Anticipated before September 8, 2025

Selection Committee Recommendation to Hendry County BOCC for approval – Anticipated September 8, 2025

PROPOSED SELECTION COMMITTEE MEMBERS

Selection Committee Member #1 – R. Shane Parker, Hendry County Public Works Director

Selection Committee Member #2 – Robert Pastula, Hendry County Director of Emergency Management

Selection Committee Member #3 – John C. Anderson/Bradley Musser, FDOT OR Alternate Member

Selection Committee Member #4 – Brent Stevens, City of LaBelle OR Alternate Member

Selection Committee Member #5 – Danny Williams, City of Clewiston OR Alternate Member

SECTION X

REJECTION OF PROPOSALS

10-1. REJECTION OF PROPOSALS

The County Administrator or the Board of County Commissioners may cancel this solicitation or reject any or all of the responses, as set forth in Hendry County Code Section 1-2-185(c)(3)a.

10-2. CORRECTION OR WITHDRAWAL OF RESPONSES; MATERIAL MISTAKES; CANCELLATION OF AWARDS.

- A. Responses containing mistakes discovered before the competitive procurement opening may be modified or withdrawn by written notice by the respondent received in the office designated in the procurement notice prior to the time set for opening.
- B. After the competitive procurement opening, corrections of mistakes shall be permitted only to the extent that the vendor can show by clear and convincing evidence that a material mistake of a factual or mathematical nature was made, the nature of the mistake, and the price actually intended. The assigned unit price, when applicable, will be the determining factor when an extension price is in error. In place of correction, a low bidder establishing a material mistake of a factual or mathematical nature may be permitted to withdraw its bid if:
 - 1. The response was submitted in good faith;
 - 2. The magnitude of the error made would make enforcement a severe hardship;
 - 3. The miscalculation was not the result of gross negligence;
 - 4. The error was reported immediately to the County; and
 - 5. It is not later than twenty-four (24) hours after the competitive procurement opening, except that if the following day is not a business day for the County. In such case, a withdrawal may be made until 12:00 noon the next County business day.

All decisions to permit the correction or withdrawal of responses, or to cancel awards or contracts based on material mistakes, shall be supported by a written determination by the County Administrator.

10-3. COMPETITIVE PROCUREMENT DISPUTE RESOLUTION PROCEDURE.

- A. Any competitive procurement award decision may be challenged on the grounds of material irregularities in the procurement procedure or material irregularities in the evaluation of the response. To initiate a challenge, the vendor must file a notice of intent to challenge the procurement in writing with the Office of Management and

Budget within three (3) business days of e-mailing of the notice of intent to award in accordance with the County's Procurement Policy. A formal written procurement challenge shall be filed in the County Administrator's Office within ten (10) calendar days of the notice of intent to award. Failure to file a timely notice of intent to challenge or failure to file a timely formal written procurement challenge shall constitute a waiver of procurement challenge proceedings.

- B. The notice of intent to challenge shall contain at a minimum: the name of the vendor, the vendor's address, e-mail address, fax number and phone number, the name of the vendor's representative to whom notices may be sent, the name and procurement number of the competitive procurement, and a brief factual summary of the basis of the intended challenge.
- C. The formal written procurement challenge shall contain at a minimum: the vendor and the competitive procurement involved, a clear statement of the grounds on which the challenge is based, reference to the statutes, laws, ordinances or other legal authorities which the vendor deems applicable to such grounds, and the specific relief to which the vendor deems itself entitled by application of such authorities to such grounds. The vendor shall mail a copy of the notice of intent to challenge and the formal written procurement challenge to the County Administrator. The County Administrator shall, within ten (10) calendar days of receipt of the formal written procurement challenge, investigate the challenge claim. If the challenge is found to be lacking in legitimate legal grounds, or if the challenge is incorrect factually, the County Administrator shall inform the vendor of such finding. If the challenge is found to be meritorious, the County Administrator shall inform all vendors who submitted responses of such finding. In the event the challenge is not resolved to all affected parties' satisfaction, the Board shall, within a reasonable time, be presented with the written challenge and the County Administrator's findings. The procurement which is the subject of the protest shall not proceed until a final decision has been made, unless the Board makes a determination that the contract must proceed without delay to protect the substantial interests of the County. The Board's decision on the challenge shall be final.
- D. Nothing herein relinquishes the County's rights to waive irregularities and formalities. Further, nothing herein shall create any rights in the unsuccessful vendor.

SECTION XI

INSURANCE REQUIREMENTS

Commercial General Liability: The RESPONDENT/VENDOR shall have and maintain throughout the duration of the Agreement Commercial General Liability (CGL) Insurance with limits of at least \$1,000,000 each person/each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of at least \$2,000,000. Products and completed operations aggregate shall be no less than \$2,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x,c,u) exposures, personal injury and advertising injury. RESPONDENT/VENDOR'S CGL insurance shall be primary with respect to the COUNTY, and contribution may not be sought from any insurance held by the COUNTY.

Business Automobile Liability: RESPONDENT/VENDOR shall have and maintain throughout the duration of the Agreement Business Automobile Liability Insurance with limits of at least \$1,000,000 each person/each accident for bodily injury and property damage liability arising out of any auto (including owned, hired and non-owned autos). Contractual liability coverage shall be provided. RESPONDENT/VENDOR'S Business Automobile Liability insurance shall be primary with respect to the COUNTY, and contribution may not be sought from any insurance held by the COUNTY.

Workers Compensation: Unless exempt, RESPONDENT/VENDOR shall have and maintain throughout the duration of the Agreement Worker's Compensation Insurance in accordance with State law and Employer's Liability coverage with a limit of at least \$1,000,000 each accident, \$500,000 each employee, and \$500,000 policy limit for disease. In case any work is subcontracted, RESPONDENT/VENDOR shall require each subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by RESPONDENT/VENDOR.

Professional Liability: The RESPONDENT/VENDOR shall purchase and maintain professional liability or malpractice insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made.

Certificates of Insurance: All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. Hendry County must be named as an additional insured on the CGL and Business Automobile Liability insurance policies.

RESPONDENT/VENDOR must provide valid certificates of insurance to the COUNTY for all policies. RESPONDENT/VENDOR will be required to provide the COUNTY, as an additional insured, with thirty (30) days' written notice prior to the cancellation, modification or non-renewal of the policies.

Sub-Consultants and Subcontractors: In the event that the RESPONDENT/VENDOR engages SUB-CONSULTANTS or SUBCONTRACTORS to assist the RESPONDENT/VENDOR in providing or performing services or work pursuant to the requirements of this Agreement, the insurance coverages required under this Article to be provided by the RESPONDENT/VENDOR shall cover all of the services or work to be provided or performed by all of the SUB-CONSULTANTS or SUBCONTRACTORS engaged by the RESPONDENT/VENDOR. However, in the event the services or work of SUB-CONSULTANTS or SUBCONTRACTORS engaged by the RESPONDENT/VENDOR are not covered by the RESPONDENT/VENDOR'S insurance policy(s), it shall be the responsibility of the RESPONDENT/VENDOR to ensure that all SUB-CONSULTANTS or SUBCONTRACTORS have fully complied with the COUNTY insurance requirements for: (1) Commercial General Liability; (2) Business Automobile Liability; (3) Worker's Compensation; or (4) Professional Liability as required and set forth in this Article.

SECTION XII

LOCAL PREFERENCE

Unless prohibited by Federal or State Statute restrictions, Hendry County may grant a purchase preference for local vendors and businesses as authorized by Hendry County Code of Ordinances, Article XI., Purchase Preference for Local Vendors and Businesses.

This project may receive state or federal funding; therefore, local vendor preference **WILL NOT** apply to this solicitation.

SECTION XIII

E-VERIFY

Vendors/Contractors:

- A. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
- B. shall expressly require any 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.

SECTION XIV

MISCELLANEOUS

- A. *No Lobbying:*** All respondents are hereby placed on notice that any communication, whether written or oral, with Hendry County elected officials or any County staff or outside individuals working with the County in respect to this procurement (with the exception of the Contract/Purchasing personnel designated to receive requests for interpretation or corrections or technical questions) is prohibited. These persons shall not be lobbied, either individually or collectively, regarding any request for bids, proposals, qualifications and/or any other solicitation released by the County. To do so is grounds for immediate disqualification from the selection process. All respondents must submit the attached No Lobbying Acknowledgement with their submittal stating that they and their subcontractors, sub-consultants and other agents agree to abide by the no lobbying restrictions in order to be considered for this request. Any respondent that does not submit the required No Lobbying Acknowledgement will be automatically disqualified from further consideration.

NOTE: For respondents' convenience, this certification form is attached and made a part of the procurement package.

- B. *Collusion, Gratuities and Kickbacks:*** It shall be unethical for any respondent to collude with any other respondent or offer, give or agree to give any County Commissioner, County employee or County representative (including selection committee members) a gift, gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of the procurement process.

NOTE: For respondents' convenience, this affidavit is attached and made a part of the procurement package.

- C. *Modifications:*** The County reserves the right to modify, alter or change the scope or other aspects of this solicitation.
- D. *Level Playing Field:*** The contents of this solicitation are intended to provide a level playing field on which firms or individuals may base their responses.
- E. *Public Entity Crime Affidavit:*** As provided in Florida Statute 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid 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 a 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 s. 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Any person must

notify the County within 30 days after a conviction of a Public Entity Crime applicable to that person or to an affiliate of that person.

NOTE: For respondents' convenience, this affidavit is attached and made a part of the procurement package.

- F. Conflict of Interest:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their submission the name of any officer, director, employee or agent who is also a public officer, employee or an agent of the Hendry County Board of County Commissioners, or any of its agencies.

Furthermore, all respondents must disclose the name of any County officer, employee or agent who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its parent companies or subsidiaries.

NOTE: For respondents' convenience, this affidavit is attached and made a part of the procurement package.

- G. Immigration Laws:** Respondents must comply with all applicable immigration laws in their employment practices.

NOTE: For respondents' convenience, this affidavit is attached and made a part of the procurement package.

- H. Activities in Certain Countries:** As provided in Florida Statute 287.135, a company that, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract with the County for goods or services, is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute 215.4725, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the County. Respondents must certify that the respondent is not participating in a boycott of Israel.

Additionally, as provided in Florida Statute 287.135, a company that, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract with the County for goods or services of \$1 million or more, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute 215.473, or is engaged in business operations in Cuba or Syria, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the County. Respondents must certify that the respondent is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria.

NOTE: For respondents' convenience, this certification form is attached and made a part of the procurement package.

RFP No. 2025-22

**ATTACHMENT 1
PROPOSER'S AFFIDAVIT**

I have carefully examined this solicitation, which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt of the following addenda.

Addendum # _____ Date: _____
Addendum # _____ Date: _____
Addendum # _____ Date: _____

Addendum # _____ Date: _____
Addendum # _____ Date: _____
Addendum # _____ Date: _____

I hereby propose to provide the services requested in the solicitation and, if awarded the project, to enter into a contract with the County. I agree that the terms and conditions of the solicitation shall take precedence over any conflicting terms and conditions submitted with my response and agree to abide by all conditions of the solicitation, unless a properly completed Exceptions to Solicitation form is submitted. I acknowledge that the County may not accept the response due to any exceptions.

I certify that all information contained in my response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

Name of Business

Mailing Address

City, State & Zip Code

Authorized Signature

Telephone Number/Fax Number

Name & Title, Printed

Email Address

State of Florida
County of _____

This foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, who is personally known to me or produced _____ as identification.

Signature of Notary Public – State of Florida

ATTACHMENT 2
RFP No. 2025-22 PROPOSER'S QUALIFICATION QUESTIONNAIRE

Contractor must be certified/licensed by the State of Florida prior to submitting the type of work required by this project.

SUBMITTED BY: _____ () Individual
Company _____ () Partnership
Street or PO Box _____ () Corporation
City, State & Zip Code _____ () Joint Venture
Phone/Fax/Email _____

The undersigned guarantees the truth and accuracy of all statements and all answers to questions hereinafter made.

1. Person to Contact _____ Title _____
Telephone # _____ Fax # _____ Email _____

2. How many years has your organization been in business as a licensed Contractor under your present name: _____ Year established : _____

3. Under what other names has your organization operated? _____

4. List below the names, titles and addresses of officers, owners and partners:

5. Prepare a list as indicated on Attachment 3 – Completed Contracts (attached) of this type your organization has completed.

6. Prepare a list as indicated on Attachment 4 – Current Contracts (attached) of this type that your organization is currently engaged in.

Have you ever failed to complete any work awarded to you? _____

When? _____

Where? _____

Why? _____

RFP No. 2025-22

**ATTACHMENT 3
COMPLETED CONTRACTS**

1. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

2. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

3. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

**ATTACHMENT 3
COMPLETED CONTRACTS
(Continued)**

4. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

5. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

1. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

2. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

3. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

**ATTACHMENT 4
CURRENT CONTRACTS
(Continued)**

4. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

5. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

**RFP No. 2025-22 ATTACHMENT A
NO LOBBYING ACKNOWLEDGEMENT**

_____ is the authorized representative of

(Name of contractor, firm or individual)

vendor to the subject solicitation issued by Hendry County. The vendor and any of its agents agrees to abide by the Hendry County no lobbying restrictions in regard to this solicitation.

Date

Signature

RFP No. 2025-22

**ATTACHMENT B
ANTI-COLLUSION & NO GIFTS AFFIDAVIT**

STATE OF FLORIDA
COUNTY OF _____

_____ being first duly sworn, deposes and says that he/she is the authorized representative of _____ (name of respondent) and certifies as true the following statements.

Anti-collusion statement: The respondent has not divulged to, discussed, or compared his/her/its submission with other respondents and has not colluded with any other respondent or party to the solicitation whatsoever.

No gifts statement: The respondent understands that no rebates, gifts, gratuities or offers of employment are permitted with, prior to, or after the submission. Any such violation will result in rejection of the submission and removal from the procurement list(s).

Affiant

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2025, by _____.

(stamp)

Signature of Notary Public
State of Florida

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

**ATTACHMENT C
PUBLIC ENTITY CRIME AFFIDAVIT**

Public Entity Crime Affidavit: As provided in Florida Statute 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SWORN STATEMENT PURSUANT TO FLORIDA STATUTE 287.133 ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to HENDRY COUNTY, FLORIDA

by: _____

(print individual's name and title)

for: _____

(print name of entity submitting sworn statement) whose business address is:

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 public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, 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:
- A. A predecessor or successor of a person convicted of a public entity crime; or
 - B. 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.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)
 - ☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the Final Order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Affiant

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2025, by _____.

Signature of Notary Public

(stamp)

State of Florida

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

SEAL OR STAMP

ATTACHMENT D
RFP No. 2025-22 CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

STATE OF FLORIDA
COUNTY OF _____

_____ being first duly sworn, deposes and says that he/she is
the authorized representative of _____
_____ (Name of contractor, firm or individual)
and certifies as true the following statements:

For purposes of determining any possible conflict of interest, all respondents must disclose if any
Hendry County Board of County Commissioners' employee(s), elected official(s), or any of its agents
is also an owner (5% or greater interest), corporate officer, director, employee, agent, etc., of their
business.

Indicate either "yes" (a county employee, elected official or agent is associated with your business)
or "no". If yes, give person(s) name(s) and position(s) with your business.

YES _____
Name(s)

NO _____
Position(s)

Affiant

Sworn to (or affirmed) and subscribed before me this _____ day of _____,
2025, by _____.

Signature of Notary Public

(stamp)

State of Florida

RFP No. 2025-22

**ATTACHMENT E
IMMIGRATION LAW AFFIDAVIT**

Hendry County will not intentionally award county contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e) (Section 274a(e) of the Immigration and Nationality Act ("INA")).

Hendry County may consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of the contract by Hendry County.

_____ being first duly sworn, deposes and says that he/she is the authorized representative of _____

(Name of contractor, firm or individual)

and certifies as true that this business is fully compliant with all applicable immigration laws, specifically relating to the INA and subsequent amendments.

STATE OF FLORIDA
COUNTY OF _____

Affiant

Sworn to (or affirmed) and subscribed before me this _____ day of _____,
2025, by _____.

Signature of Notary Public

(stamp)

State of Florida

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

**ATTACHMENT F
DRUG-FREE WORKPLACE AFFIDAVIT**

THE BELOW SIGNED respondent CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Affiant

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____,
2025, by _____.

Signature of Notary Public

(stamp)

State of Florida

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

RFP No. 2025-22

ATTACHMENT G
EXCEPTIONS TO SOLICITATION

Each respondent may submit this form, as necessary, to sufficiently list all exceptions and variations from specifications. Please list, as shown, by page and item, if respondent is unable to supply the specified item or chooses to provide the specified item in an alternative manner. The County shall be the sole judge of a proposed substitution equivalency.

<u>Specification</u>	<u>Page</u>	<u>Item</u>	<u>Not Available/Explanation</u>
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ATTACHMENT H

RFP No. 2025-22 AFFIDAVIT CONCERNING BOYCOTTS OF ISRAEL

As provided in Florida Statute 287.135, a company that, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract with the County for goods or services, is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute 215.4725, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the County.

As provided in Florida Statute 287.135, a company that, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract with the County for goods or services of \$1 million or more, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute 215.473, or is engaged in business operations in Cuba or Syria, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the County.

SWORN STATEMENT PURSUANT TO FLORIDA STATUTE 287.135(5)

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

1. This sworn statement is submitted to HENDRY COUNTY, FLORIDA

by: _____

(print individual's name and title)

for: _____

(print name of entity submitting sworn statement)

whose business address is: _____.

2. I understand that a company that, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract with the County for goods or services, is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute 215.4725, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the County.
3. I also understand that a company that, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract with the County for goods or services of \$1 million or more, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute 215.473, or is engaged in business operations in Cuba or Syria, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the County.
4. Based on information and belief, the statement which I have marked below is true in relation to

the entity submitting this sworn statement. (Indicate which statement applies.)

☐ The entity **is not** participating in a boycott of Israel, **is not** on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and **does not** have business operations in Cuba or Syria.

☐ The entity **is** participating in a boycott of Israel, **is** on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it **has** business operations in Cuba or Syria.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Sworn to and subscribed before me this _____ day of _____, 2025.

Personally known _____ OR Type of Identification Produced: _____

Notary Public – State of Florida _____

My Commission Expires: _____

SEAL OR STAMP

ATTACHMENT I

RFP No. 2025-22 IDEMNIFICATION CONTRACT CLAUSE ACKNOWLEDGEMENT

The RESPONDENT/VENDOR shall fully indemnify, defend, and hold harmless the Florida Department of Agriculture and Consumer Services, herein referred to as the DEPARTMENT, from any suits, actions, damages and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellection property right, provided, however, the foregoing obligation shall not apply to the DEPARTMENT's misuse or modification of the VENDOR's products or DEPARTMENT's operation or use of the VENDOR's product in a manner not contemplated by the agreement. If any product is the subject of an infringement suit, or in the VENDOR's opinion is likely to become the subject of such a suit, the VENDOR at its sole expense shall procure for the DEPARTMENT the right to continue using the product or to modify it to become noninfringing. If the VENDOR is not reasonably able to modify or otherwise secure for the DEPARTMENT the right to continue using the product, the VENDOR shall remove the product and refund the DEPARTMENT the amounts paid in excess of a reasonable rental for past use. The DEPARTMENT shall not be liable for any royalties.

The VENDOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the VENDOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The VENDOR agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the WORK, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

Date

Signature

**ATTACHMENT J
CONTRACT PROVISIONS**

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This contract is part of a Federal Emergency Management Agency (FEMA) funding agreement and the following provisions apply:

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

ATTACHMENT K
RFP No. 2025-22 CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Subcontractor Covered Transactions

(1) The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR

Signature

Name and Title

Street Address

City, State, Zip

Date

1. Right-of-Way Clearing and removing debris from the public right-of-way, streets and roads and Private Property Debris Removal. Note, mileage pricing is not cumulative. For example, if the Vendor bids \$1 to haul 0-5 miles, \$2 to haul 5.1-10 miles and \$3 to haul 10.1-15 miles, and the particular haul is 12 miles, the Vendor would only be entitled to \$3 per cubic yard.

ZONE 1 - CITY OF CLEWISTON**A. Right-of-Way (ROW) clearing and removing debris from the public right-of-way, streets and roads.****1.A.1 Load and haul Vegetative Debris to a Debris Management Site (DMS):**

\$ _____ per cubic yard for 0-5 miles, one-way haul

\$ _____ per cubic yard for 5.1-10 miles, one-way haul

\$ _____ per cubic yard for 10.1-15 miles, one way haul

\$ _____ per cubic yard for 15.1-30 miles, one way haul

1.A.2 Load and Haul C&D and mixed debris directly to Final Disposal Site:

\$ _____ per cubic yard for 0-30 miles, one-way haul

\$ _____ per cubic yard for 30.1-60 miles, one-way haul

\$ _____ per cubic yard for 60.1-90 miles, one way haul

\$ _____ per cubic yard for 90.1 miles or greater, one way haul

1.A.3 Right-of-Way (ROW) stumps: Removal and Disposal to Final Disposal Site of stumps from the ROW.

24" diameter and up, but less than 36" diameter: \$ _____ each

36" diameter and up, but less than 48" diameter: \$ _____ each

48" diameter and up, but less than 72" diameter: \$ _____ each

Equal to or greater than 72" diameter: \$ _____ each

Removal of non-hazardous stumps from the ROW
placed by others.

(as per FEMA/FHWA Stump Conversion Table): \$ _____ cubic yard

Backfill.

Supply and placement of clean fill dirt into holes created by stump removal
in the ROW.

\$ _____ per cubic yard

**1.A.4. Right-of-Way (ROW) cutting partially uprooted or split trees
(Leaners). Cut leaning, partially uprooted or split trees within the ROW
or the portion overhanging the ROW and place the debris in the ROW
for removal as ROW debris.**

**Partially uprooted leaner (price is inclusive of excavating the root ball
and placing it in the ROW)**

* Less than 24": \$ _____ per tree

* 24 – 36": \$ _____ per tree

* Greater than 36": \$ _____ per tree

* Diameter of tree at 2 feet from base

**1.A.5. Right-of-Way (ROW) removal of dangerous hanging limbs (Hangers).
Removing hanging or partially broken limbs from trees in the ROW or
limbs hanging over the ROW and placing the debris in the ROW for
removal as ROW debris.**

\$ _____ per tree

1.A.6. Drainage ditches silt and debris removal.

Ditch width 0 - 4.0 feet: \$ _____ per linear foot

Ditch width 4.1 – 8.0 feet: \$ _____ per linear foot

Ditch width 8.1 – 12.0 feet: \$ _____ per linear foot

Ditch width 12.1 – 16.0 feet: \$ _____ per linear foot

Ditch width 16.1 – 20.0 feet: \$ _____ per linear foot

Ditch width 20.1 feet or greater: \$ _____ per linear foot

Debris to be placed on the ROW for collection as regular debris.
Silt to be hauled and disposed of at \$ _____ per cubic yard

1.A.7 Loading and hauling of white goods.

\$ _____ per unit

Removal and proper disposal of Freon.

\$ _____ per unit

ZONE 2 - CITY OF LABELLE

A. Right-of-Way (ROW) clearing and removing debris from the public right-of-way, streets and roads.

1.A.1 Load and haul Vegetative Debris to a Debris Management Site (DMS):

\$ _____ per cubic yard for 0-5 miles, one-way haul

\$ _____ per cubic yard for 5.1-10 miles, one-way haul

\$ _____ per cubic yard for 10.1-15 miles, one way haul

\$ _____ per cubic yard for 15.1-30 miles, one way haul

1.A.2 Load and Haul C&D and mixed debris directly to Final Disposal Site:

\$ _____ per cubic yard for 0-30 miles, one-way haul

\$ _____ per cubic yard for 30.1-60 miles, one-way haul

\$ _____ per cubic yard for 60.1-90 miles, one way haul

\$ _____ per cubic yard for 90.1 miles or greater, one way haul

1.A.3 Right-of-Way (ROW) stumps: Removal and Disposal to Final Disposal Site of stumps from the ROW.

24" diameter and up, but less than 36" diameter: \$ _____ each

36" diameter and up, but less than 48" diameter: \$ _____ each

48" diameter and up, but less than 72" diameter: \$ _____ each

Equal to or greater than 72" diameter: \$ _____ each

Removal of non-hazardous stumps from the ROW
placed by others.

(as per FEMA/FHWA Stump Conversion Table): \$ _____ cubic yard

Backfill.

Supply and placement of clean fill dirt into holes created by stump removal
in the ROW.

\$ _____ per cubic yard

**1.A.4. Right-of-Way (ROW) cutting partially uprooted or split trees
(Leaners). Cut leaning, partially uprooted or split trees within the ROW
or the portion overhanging the ROW and place the debris in the ROW
for removal as ROW debris.**

**Partially uprooted leaner (price is inclusive of excavating the root ball
and placing it in the ROW)**

* Less than 24": \$ _____ per tree

* 24 – 36": \$ _____ per tree

* Greater than 36": \$ _____ per tree

* Diameter of tree at 2 feet from base

**1.A.5. Right-of-Way (ROW) removal of dangerous hanging limbs (Hangers).
Removing hanging or partially broken limbs from trees in the ROW or
limbs hanging over the ROW and placing the debris in the ROW for
removal as ROW debris.**

\$ _____ per tree

1.A.6. Drainage ditches silt and debris removal.

Ditch width 0 - 4.0 feet: \$ _____ per linear foot

Ditch width 4.1 – 8.0 feet: \$ _____ per linear foot

Ditch width 8.1 – 12.0 feet: \$ _____ per linear foot

Ditch width 12.1 – 16.0 feet: \$ _____ per linear foot

Ditch width 16.1 – 20.0 feet: \$ _____ per linear foot

Ditch width 20.1 feet or greater: \$ _____ per linear foot

Debris to be placed on the ROW for collection as regular debris.

Silt to be hauled and disposed of at \$ _____ per cubic yard

1.A.7 Loading and hauling of white goods.

\$ _____ per unit

Removal and proper disposal of Freon.

\$ _____ per unit

ZONE 3 - EASTERN UNINCORPORATED HENDRY COUNTY

A. Right-of-Way (ROW) clearing and removing debris from the public right-of-way, streets and roads.

1.A.1 Load and haul Vegetative Debris to a Debris Management Site (DMS):

\$ _____ per cubic yard for 0-5 miles, one-way haul

\$ _____ per cubic yard for 5.1-10 miles, one-way haul

\$ _____ per cubic yard for 10.1-15 miles, one way haul

\$ _____ per cubic yard for 15.1-30 miles, one way haul

1.A.2 Load and Haul C&D and mixed debris directly to Final Disposal Site:

\$ _____ per cubic yard for 0-30 miles, one-way haul

\$ _____ per cubic yard for 30.1-60 miles, one-way haul

\$ _____ per cubic yard for 60.1-90 miles, one way haul

\$ _____ per cubic yard for 90.1 miles or greater, one way haul

1.A.3 Right-of-Way (ROW) stumps: Removal and Disposal to Final Disposal Site of stumps from the ROW.

24" diameter and up, but less than 36" diameter: \$ _____ each

36" diameter and up, but less than 48" diameter: \$ _____ each

48" diameter and up, but less than 72" diameter: \$ _____ each

Equal to or greater than 72" diameter: \$ _____ each

Removal of non-hazardous stumps from the ROW
placed by others.

(as per FEMA/FHWA Stump Conversion Table): \$ _____ cubic yard

Backfill.

Supply and placement of clean fill dirt into holes created by stump removal
in the ROW.

\$ _____ per cubic yard

**1.A.4. Right-of-Way (ROW) cutting partially uprooted or split trees
(Leaners). Cut leaning, partially uprooted or split trees within the ROW
or the portion overhanging the ROW and place the debris in the ROW
for removal as ROW debris.**

**Partially uprooted leaner (price is inclusive of excavating the root ball
and placing it in the ROW)**

* Less than 24": \$ _____ per tree

* 24 – 36": \$ _____ per tree

* Greater than 36": \$ _____ per tree

* Diameter of tree at 2 feet from base

**1.A.5. Right-of-Way (ROW) removal of dangerous hanging limbs (Hangers).
Removing hanging or partially broken limbs from trees in the ROW or
limbs hanging over the ROW and placing the debris in the ROW for
removal as ROW debris.**

\$ _____ per tree

1.A.6. Drainage ditches silt and debris removal.

Ditch width 0 - 4.0 feet: \$ _____ per linear foot

Ditch width 4.1 – 8.0 feet: \$ _____ per linear foot

Ditch width 8.1 – 12.0 feet: \$ _____ per linear foot

Ditch width 12.1 – 16.0 feet: \$ _____ per linear foot

Ditch width 16.1 – 20.0 feet: \$ _____ per linear foot

Ditch width 20.1 feet or greater: \$ _____ per linear foot

Debris to be placed on the ROW for collection as regular debris.

Silt to be hauled and disposed of at \$ _____ per cubic yard

1.A.7 Loading and hauling of white goods.

\$ _____ per unit

Removal and proper disposal of Freon.

\$ _____ per unit

ZONE 4 - WESTERN UNINCORPORATED HENDRY COUNTY

A. Right-of-Way (ROW) clearing and removing debris from the public right-of-way, streets and roads.

1.A.1 Load and haul Vegetative Debris to a Debris Management Site (DMS):

\$ _____ per cubic yard for 0-5 miles, one-way haul

\$ _____ per cubic yard for 5.1-10 miles, one-way haul

\$ _____ per cubic yard for 10.1-15 miles, one way haul

\$ _____ per cubic yard for 15.1-30 miles, one way haul

1.A.2 Load and Haul C&D and mixed debris directly to Final Disposal Site:

\$ _____ per cubic yard for 0-30 miles, one-way haul

\$ _____ per cubic yard for 30.1-60 miles, one-way haul

\$ _____ per cubic yard for 60.1-90 miles, one way haul

\$ _____ per cubic yard for 90.1 miles or greater, one way haul

1.A.3 Right-of-Way (ROW) stumps: Removal and Disposal to Final Disposal Site of stumps from the ROW.

24" diameter and up, but less than 36" diameter: \$ _____ each

36" diameter and up, but less than 48" diameter: \$ _____ each

48" diameter and up, but less than 72" diameter: \$ _____ each

Equal to or greater than 72" diameter: \$ _____ each

Removal of non-hazardous stumps from the ROW
placed by others.

(as per FEMA/FHWA Stump Conversion Table): \$ _____ cubic yard

Backfill.

Supply and placement of clean fill dirt into holes created by stump removal
in the ROW.

\$ _____ per cubic yard

**1.A.4. Right-of-Way (ROW) cutting partially uprooted or split trees
(Leaners). Cut leaning, partially uprooted or split trees within the ROW
or the portion overhanging the ROW and place the debris in the ROW
for removal as ROW debris.**

**Partially uprooted leaner (price is inclusive of excavating the root ball
and placing it in the ROW)**

* Less than 24": \$ _____ per tree

* 24 – 36": \$ _____ per tree

* Greater than 36": \$ _____ per tree

* Diameter of tree at 2 feet from base

**1.A.5. Right-of-Way (ROW) removal of dangerous hanging limbs (Hangers).
Removing hanging or partially broken limbs from trees in the ROW or
limbs hanging over the ROW and placing the debris in the ROW for
removal as ROW debris.**

\$ _____ per tree

1.A.6. Drainage ditches silt and debris removal.

Ditch width 0 - 4.0 feet: \$ _____ per linear foot

Ditch width 4.1 – 8.0 feet: \$ _____ per linear foot

Ditch width 8.1 – 12.0 feet: \$ _____ per linear foot

Ditch width 12.1 – 16.0 feet: \$ _____ per linear foot

Ditch width 16.1 – 20.0 feet: \$ _____ per linear foot

Ditch width 20.1 feet or greater: \$ _____ per linear foot

Debris to be placed on the ROW for collection as regular debris.

Silt to be hauled and disposed of at \$ _____ per cubic yard

1.A.7 Loading and hauling of white goods.

\$ _____ per unit

Removal and proper disposal of Freon.

\$ _____ per unit

2. Management and operation of DMS to accept, process, and reduce disaster related debris.

ZONE 1 - CITY OF CLEWISTON

2.1 Cost associated with managing, accepting, processing, and reducing vegetative debris through grinding:

\$ _____ per cubic yard

2.2 Cost associated with managing, accepting, processing, and reducing vegetative debris through burning:

\$ _____ per cubic yard

2.3 Haul out reduced debris to final disposal. Note, mileage pricing is not cumulative. For example, if the Vendor bids \$1 to haul 0-5 miles, \$2 to haul 5.1-10 miles and \$3 to haul 10.1-15 miles, and the particular haul is 12 miles, the Vendor would only be entitled to \$3 per cubic yard.

\$ _____ per cubic yard for 0-15 miles, one-way haul

\$ _____ per cubic yard for 15.1-30 miles, one-way haul

\$ _____ per cubic yard for 30.1-60 miles, one-way haul

ZONE 2 - CITY OF LABELLE

- 2.1 Cost associated with managing, accepting, processing, and reducing vegetative debris through grinding:**

\$ _____ per cubic yard

- 2.2 Cost associated with managing, accepting, processing, and reducing vegetative debris through burning:**

\$ _____ per cubic yard

- 2.3 Haul out reduced debris to final disposal. Note, mileage pricing is not cumulative. For example, if the Vendor bids \$1 to haul 0-5 miles, \$2 to haul 5.1-10 miles and \$3 to haul 10.1-15 miles, and the particular haul is 12 miles, the Vendor would only be entitled to \$3 per cubic yard.**

\$ _____ per cubic yard for 0-15 miles, one-way haul

\$ _____ per cubic yard for 15.1-30 miles, one-way haul

\$ _____ per cubic yard for 30.1-60 miles, one-way haul

ZONE 3 - EASTERN UNINCORPORATED HENDRY COUNTY

- 2.1 Cost associated with managing, accepting, processing, and reducing vegetative debris through grinding:**

\$ _____ per cubic yard

- 2.2 Cost associated with managing, accepting, processing, and reducing vegetative debris through burning:**

\$ _____ per cubic yard

- 2.3 Haul out reduced debris to final disposal. Note, mileage pricing is not cumulative. For example, if the Vendor bids \$1 to haul 0-5 miles, \$2 to haul 5.1-10 miles and \$3 to haul 10.1-15 miles, and the particular haul is 12 miles, the Vendor would only be entitled to \$3 per cubic yard.**

\$ _____ per cubic yard for 0-15 miles, one-way haul

\$ _____ per cubic yard for 15.1-30 miles, one-way haul

\$ _____ per cubic yard for 30.1-60 miles, one-way haul

ZONE 4 - WESTERN UNINCORPORATED HENDRY COUNTY

- 2.1 Cost associated with managing, accepting, processing, and reducing vegetative debris through grinding:**

\$ _____ per cubic yard

- 2.2 Cost associated with managing, accepting, processing, and reducing vegetative debris through burning:**

\$ _____ per cubic yard

- 2.3 Haul out reduced debris to final disposal. Note, mileage pricing is not cumulative. For example, if the Vendor bids \$1 to haul 0-5 miles, \$2 to haul 5.1-10 miles and \$3 to haul 10.1-15 miles, and the particular haul is 12 miles, the Vendor would only be entitled to \$3 per cubic yard.**

\$ _____ per cubic yard for 0-15 miles, one-way haul

\$ _____ per cubic yard for 15.1-30 miles, one-way haul

\$ _____ per cubic yard for 30.1-60 miles, one-way haul

EMERGENCY ROAD CLEARANCE ZONE 1 - CITY OF CLEWISTON

Equipment Type/Description	Unit	Unit Price (\$ / Hour)
Broom – Mechanized	Hour	\$ _____
Bucket Truck – 50 ft.	Hour	\$ _____
Bucket Truck – 50 ft. to 75 ft.	Hour	\$ _____
Chipper w/ 2 man crew (Morbark Storm)	Hour	\$ _____
Crane – Up to 15 ton	Hour	\$ _____
Crane – 30-49 tons	Hour	\$ _____
Crane – 50 ton or larger	Hour	\$ _____
Crane – 100 ton	Hour	\$ _____
Dozer – CAT D4	Hour	\$ _____
Dozer – CAT D6	Hour	\$ _____
Dozer – CAT D7	Hour	\$ _____
Dozer – CAT D8	Hour	\$ _____
Dump Trailer w/ Tractor, 30 to 40 CY	Hour	\$ _____
Dump Trailer w/ Tractor, 41 to 50 CY	Hour	\$ _____
Dump Trailer w/ Tractor, 51 to 60 CY	Hour	\$ _____
Dump Truck – 16-30 CY	Hour	\$ _____
Dump Truck – 31-60 CY	Hour	\$ _____
Dump Truck – 61-100 CY	Hour	\$ _____
Dump Truck – Trailer 24-40 CY	Hour	\$ _____
Dump Truck – Trailer 41-60 CY	Hour	\$ _____
Dump Truck – Trailer 50-80 CY	Hour	\$ _____
Equipment Transports	Hour	\$ _____
Excavator – Trackhoe (2-3 CY capacity)	Hour	\$ _____
Excavator – CAT 320	Hour	\$ _____
Excavator – CAT 325	Hour	\$ _____
Excavator – CAT 330	Hour	\$ _____
Excavator – Rubber Tired w/ Debris Grapple	Hour	\$ _____
Forklift – Extends Boom w/ Debris Grapple	Hour	\$ _____
Fuel Truck (1000 gallon)	Hour	\$ _____
Light Plant - Portable	Hour	\$ _____

Equipment Type/Description	Unit	Unit Price (\$ / Hour)
Loader – Bobcat 753 or JD648-E w/ Debris Grapple	Hour	\$ _____
Loader – Rubber Tired Front End (2-5 CY capacity)	Hour	\$ _____
Loader – Front End, 544 or equal w/ Debris Grapple	Hour	\$ _____
Loader – Knuckle Boom – 216 Prentice	Hour	\$ _____
Loader – Self, Knuckle Boom Truck, 25-35 CY Body	Hour	\$ _____
Loader – Self, Knuckle Boom Truck, 35-45 CY Body	Hour	\$ _____
Loader – Skid Steer – 753 Bobcat w/ Bucket	Hour	\$ _____
Loader – Steer – 753 Bobcat Skid w/ Street Sweeper	Hour	\$ _____
Loader – Trackhoe 690 JD or equal	Hour	\$ _____
Loader – Wheel, CAT 955	Hour	\$ _____
Loader – Wheel, CAT 966	Hour	\$ _____
Low Bed Equipment Trailer, 35 ton capacity & Tractor	Hour	\$ _____
Motor Grader – CAT 125-140 HP	Hour	\$ _____
Passenger Car	Hour	\$ _____
Passenger Van	Hour	\$ _____
Power Screen	Hour	\$ _____
Stump Grinder / Vermeer 252	Hour	\$ _____
Trackhoe – CAT 320	Hour	\$ _____
Tractor – Box Blade	Hour	\$ _____
Tree Trimming Truck w/ Chipper and Bucket	Hour	\$ _____
Tub Grinder – 12 ft. / Morbark 1200	Hour	\$ _____
Tub Grinder – 13 ft. / Morbark 1300	Hour	\$ _____
Tub Grinder – 14 ft. / Diamond Z 1463	Hour	\$ _____
Tub Grinder – 300-400	Hour	\$ _____
Tub Grinder – Horz., Diamond Z or equal	Hour	\$ _____

ZONE 2 - CITY OF LABELLE

Equipment Type/Description	Unit	Unit Price (\$ / Hour)
Broom – Mechanized	Hour	\$ _____
Bucket Truck – 50 ft.	Hour	\$ _____
Bucket Truck – 50 ft. to 75 ft.	Hour	\$ _____
Chipper w/ 2 man crew (Morbark Storm)	Hour	\$ _____
Crane – Up to 15 ton	Hour	\$ _____
Crane – 30-49 tons	Hour	\$ _____
Crane – 50 ton or larger	Hour	\$ _____
Crane – 100 ton	Hour	\$ _____
Dozer – CAT D4	Hour	\$ _____
Dozer – CAT D6	Hour	\$ _____
Dozer – CAT D7	Hour	\$ _____
Dozer – CAT D8	Hour	\$ _____
Dump Trailer w/ Tractor, 30 to 40 CY	Hour	\$ _____
Dump Trailer w/ Tractor, 41 to 50 CY	Hour	\$ _____
Dump Trailer w/ Tractor, 51 to 60 CY	Hour	\$ _____
Dump Truck – 16-30 CY	Hour	\$ _____
Dump Truck – 31-60 CY	Hour	\$ _____
Dump Truck – 61-100 CY	Hour	\$ _____
Dump Truck – Trailer 24-40 CY	Hour	\$ _____
Dump Truck – Trailer 41-60 CY	Hour	\$ _____
Dump Truck – Trailer 50-80 CY	Hour	\$ _____
Equipment Transports	Hour	\$ _____
Excavator – Trackhoe (2-3 CY capacity)	Hour	\$ _____
Excavator – CAT 320	Hour	\$ _____
Excavator – CAT 325	Hour	\$ _____
Excavator – CAT 330	Hour	\$ _____
Excavator – Rubber Tired w/ Debris Grapple	Hour	\$ _____
Forklift – Extends Boom w/ Debris Grapple	Hour	\$ _____
Fuel Truck (1000 gallon)	Hour	\$ _____
Light Plant - Portable	Hour	\$ _____

Equipment Type/Description	Unit	Unit Price (\$ / Hour)
Loader – Bobcat 753 or JD648-E w/ Debris Grapple	Hour	\$ _____
Loader – Rubber Tired Front End (2-5 CY capacity)	Hour	\$ _____
Loader – Front End, 544 or equal w/ Debris Grapple	Hour	\$ _____
Loader – Knuckle Boom – 216 Prentice	Hour	\$ _____
Loader – Self, Knuckle Boom Truck, 25-35 CY Body	Hour	\$ _____
Loader – Self, Knuckle Boom Truck, 35-45 CY Body	Hour	\$ _____
Loader – Skid Steer – 753 Bobcat w/ Bucket	Hour	\$ _____
Loader – Steer – 753 Bobcat Skid w/ Street Sweeper	Hour	\$ _____
Loader – Trackhoe 690 JD or equal	Hour	\$ _____
Loader – Wheel, CAT 955	Hour	\$ _____
Loader – Wheel, CAT 966	Hour	\$ _____
Low Bed Equipment Trailer, 35 ton capacity & Tractor	Hour	\$ _____
Motor Grader – CAT 125-140 HP	Hour	\$ _____
Passenger Car	Hour	\$ _____
Passenger Van	Hour	\$ _____
Power Screen	Hour	\$ _____
Stump Grinder / Vermeer 252	Hour	\$ _____
Trackhoe – CAT 320	Hour	\$ _____
Tractor – Box Blade	Hour	\$ _____
Tree Trimming Truck w/ Chipper and Bucket	Hour	\$ _____
Tub Grinder – 12 ft. / Morbark 1200	Hour	\$ _____
Tub Grinder – 13 ft. / Morbark 1300	Hour	\$ _____
Tub Grinder – 14 ft. / Diamond Z 1463	Hour	\$ _____
Tub Grinder – 300-400	Hour	\$ _____
Tub Grinder – Horz., Diamond Z or equal	Hour	\$ _____

ZONE 3 - EASTERN UNINCORPORATED HENDRY COUNTY

Equipment Type/Description	Unit	Unit Price (\$ / Hour)
Broom – Mechanized	Hour	\$ _____
Bucket Truck – 50 ft.	Hour	\$ _____
Bucket Truck – 50 ft. to 75 ft.	Hour	\$ _____
Chipper w/ 2 man crew (Morbark Storm)	Hour	\$ _____
Crane – Up to 15 ton	Hour	\$ _____
Crane – 30-49 tons	Hour	\$ _____
Crane – 50 ton or larger	Hour	\$ _____
Crane – 100 ton	Hour	\$ _____
Dozer – CAT D4	Hour	\$ _____
Dozer – CAT D6	Hour	\$ _____
Dozer – CAT D7	Hour	\$ _____
Dozer – CAT D8	Hour	\$ _____
Dump Trailer w/ Tractor, 30 to 40 CY	Hour	\$ _____
Dump Trailer w/ Tractor, 41 to 50 CY	Hour	\$ _____
Dump Trailer w/ Tractor, 51 to 60 CY	Hour	\$ _____
Dump Truck – 16-30 CY	Hour	\$ _____
Dump Truck – 31-60 CY	Hour	\$ _____
Dump Truck – 61-100 CY	Hour	\$ _____
Dump Truck – Trailer 24-40 CY	Hour	\$ _____
Dump Truck – Trailer 41-60 CY	Hour	\$ _____
Dump Truck – Trailer 50-80 CY	Hour	\$ _____
Equipment Transports	Hour	\$ _____
Excavator – Trackhoe (2-3 CY capacity)	Hour	\$ _____
Excavator – CAT 320	Hour	\$ _____
Excavator – CAT 325	Hour	\$ _____
Excavator – CAT 330	Hour	\$ _____
Excavator – Rubber Tired w/ Debris Grapple	Hour	\$ _____
Forklift – Extends Boom w/ Debris Grapple	Hour	\$ _____
Fuel Truck (1000 gallon)	Hour	\$ _____
Light Plant - Portable	Hour	\$ _____

Equipment Type/Description	Unit	Unit Price (\$ / Hour)
Loader – Bobcat 753 or JD648-E w/ Debris Grapple	Hour	\$ _____
Loader – Rubber Tired Front End (2-5 CY capacity)	Hour	\$ _____
Loader – Front End, 544 or equal w/ Debris Grapple	Hour	\$ _____
Loader – Knuckle Boom – 216 Prentice	Hour	\$ _____
Loader – Self, Knuckle Boom Truck, 25-35 CY Body	Hour	\$ _____
Loader – Self, Knuckle Boom Truck, 35-45 CY Body	Hour	\$ _____
Loader – Skid Steer – 753 Bobcat w/ Bucket	Hour	\$ _____
Loader – Steer – 753 Bobcat Skid w/ Street Sweeper	Hour	\$ _____
Loader – Trackhoe 690 JD or equal	Hour	\$ _____
Loader – Wheel, CAT 955	Hour	\$ _____
Loader – Wheel, CAT 966	Hour	\$ _____
Low Bed Equipment Trailer, 35 ton capacity & Tractor	Hour	\$ _____
Motor Grader – CAT 125-140 HP	Hour	\$ _____
Passenger Car	Hour	\$ _____
Passenger Van	Hour	\$ _____
Power Screen	Hour	\$ _____
Stump Grinder / Vermeer 252	Hour	\$ _____
Trackhoe – CAT 320	Hour	\$ _____
Tractor – Box Blade	Hour	\$ _____
Tree Trimming Truck w/ Chipper and Bucket	Hour	\$ _____
Tub Grinder – 12 ft. / Morbark 1200	Hour	\$ _____
Tub Grinder – 13 ft. / Morbark 1300	Hour	\$ _____
Tub Grinder – 14 ft. / Diamond Z 1463	Hour	\$ _____
Tub Grinder – 300-400	Hour	\$ _____
Tub Grinder – Horz., Diamond Z or equal	Hour	\$ _____

ZONE 4 - WESTERN UNINCORPORATED HENDRY COUNTY

Equipment Type/Description	Unit	Unit Price (\$ / Hour)
Broom – Mechanized	Hour	\$ _____
Bucket Truck – 50 ft.	Hour	\$ _____
Bucket Truck – 50 ft. to 75 ft.	Hour	\$ _____
Chipper w/ 2 man crew (Morbark Storm)	Hour	\$ _____
Crane – Up to 15 ton	Hour	\$ _____
Crane – 30-49 tons	Hour	\$ _____
Crane – 50 ton or larger	Hour	\$ _____
Crane – 100 ton	Hour	\$ _____
Dozer – CAT D4	Hour	\$ _____
Dozer – CAT D6	Hour	\$ _____
Dozer – CAT D7	Hour	\$ _____
Dozer – CAT D8	Hour	\$ _____
Dump Trailer w/ Tractor, 30 to 40 CY	Hour	\$ _____
Dump Trailer w/ Tractor, 41 to 50 CY	Hour	\$ _____
Dump Trailer w/ Tractor, 51 to 60 CY	Hour	\$ _____
Dump Truck – 16-30 CY	Hour	\$ _____
Dump Truck – 31-60 CY	Hour	\$ _____
Dump Truck – 61-100 CY	Hour	\$ _____
Dump Truck – Trailer 24-40 CY	Hour	\$ _____
Dump Truck – Trailer 41-60 CY	Hour	\$ _____
Dump Truck – Trailer 50-80 CY	Hour	\$ _____
Equipment Transports	Hour	\$ _____
Excavator – Trackhoe (2-3 CY capacity)	Hour	\$ _____
Excavator – CAT 320	Hour	\$ _____
Excavator – CAT 325	Hour	\$ _____
Excavator – CAT 330	Hour	\$ _____
Excavator – Rubber Tired w/ Debris Grapple	Hour	\$ _____
Forklift – Extends Boom w/ Debris Grapple	Hour	\$ _____
Fuel Truck (1000 gallon)	Hour	\$ _____
Light Plant - Portable	Hour	\$ _____

Equipment Type/Description	Unit	Unit Price (\$ / Hour)
Loader – Bobcat 753 or JD648-E w/ Debris Grapple	Hour	\$ _____
Loader – Rubber Tired Front End (2-5 CY capacity)	Hour	\$ _____
Loader – Front End, 544 or equal w/ Debris Grapple	Hour	\$ _____
Loader – Knuckle Boom – 216 Prentice	Hour	\$ _____
Loader – Self, Knuckle Boom Truck, 25-35 CY Body	Hour	\$ _____
Loader – Self, Knuckle Boom Truck, 35-45 CY Body	Hour	\$ _____
Loader – Skid Steer – 753 Bobcat w/ Bucket	Hour	\$ _____
Loader – Steer – 753 Bobcat Skid w/ Street Sweeper	Hour	\$ _____
Loader – Trackhoe 690 JD or equal	Hour	\$ _____
Loader – Wheel, CAT 955	Hour	\$ _____
Loader – Wheel, CAT 966	Hour	\$ _____
Low Bed Equipment Trailer, 35 ton capacity & Tractor	Hour	\$ _____
Motor Grader – CAT 125-140 HP	Hour	\$ _____
Passenger Car	Hour	\$ _____
Passenger Van	Hour	\$ _____
Power Screen	Hour	\$ _____
Stump Grinder / Vermeer 252	Hour	\$ _____
Trackhoe – CAT 320	Hour	\$ _____
Tractor – Box Blade	Hour	\$ _____
Tree Trimming Truck w/ Chipper and Bucket	Hour	\$ _____
Tub Grinder – 12 ft. / Morbark 1200	Hour	\$ _____
Tub Grinder – 13 ft. / Morbark 1300	Hour	\$ _____
Tub Grinder – 14 ft. / Diamond Z 1463	Hour	\$ _____
Tub Grinder – 300-400	Hour	\$ _____
Tub Grinder – Horz., Diamond Z or equal	Hour	\$ _____

Authorized Signature: _____

Date: _____

EXHIBIT "A"
SAMPLE RANKING SHEET

RFP #2025-22, Disaster Debris Removal and Disposal Services

RFP Number and Title		Applicant	Qualifications/Ability Evaluation	Anticipated Delivery of Services	Prive Evaluation	Total	Rank
Reviewer			25 Points	20 Points	55 Points	100 Points	
Selection Committee Member #1		Firm #1					
		Firm #2					
Selection Committee Member #2		Firm #1					
		Firm #2					
Selection Committee Member #3		Firm #1					
		Firm #2					
Selection Committee Member #4		Firm #1					
		Firm #2					
Selection Committee Member #5		Firm #1					
		Firm #2					

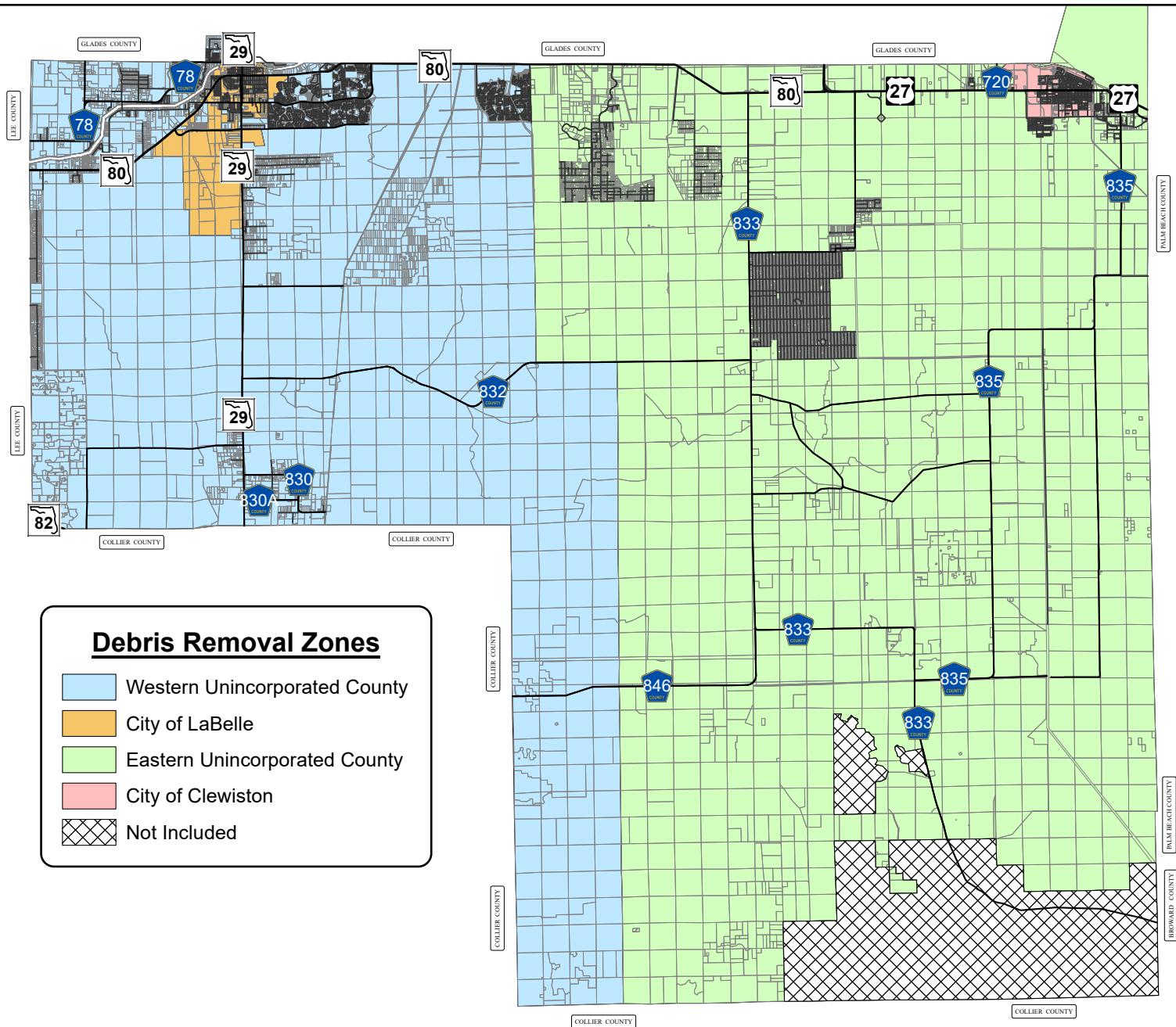
Ordinal Score				
Company	Selection Committee Member #1	Selection Committee Member #2	Selection Committee Member #3	Selection Committee Member #4
Total	Total	Total	Total	Total
Firm #1				
Firm #2				

Total Points - Tie-Breaker (if required)				
Company	Selection Committee Member #1	Selection Committee Member #2	Selection Committee Member #3	Selection Committee Member #4
Total	Total	Total	Total	Total
Firm #1				
Firm #2				

RFP No. 2025-22

EXHIBIT "B"
DEBRIS REMOVAL ZONES
LOCATION MAP

NEXT PAGE



THIS MAP HAS BEEN COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE AND THE HENDRY COUNTY GIS DEPARTMENT DOES NOT ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED HEREON

Debris Removal Zones.PDF

Hendry County Debris Removal Zones

May 21, 2025

HENDRY COUNTY GIS DEPARTMENT
STEVEN L. McCORMICK, COORDINATOR



EXHIBIT “C”
RFP No. 2025-22 FEMA STUMP CONVERSION TABLE

Diameter to Volume Capacity

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

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

0.7854 is one-fourth Pi and is a constant.

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

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

Stump diameter measured 2 feet up from the ground

Stump diameter to root-ball diameter ratio of 1:3.6

Root-ball height of 31 inches

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

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

EXHIBIT "D"
RFP No. 2025-22 FHWA 1273 FORM
REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

NEXT PAGE

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. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

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, United States Code, as required in 23 CFR 633.102(b) (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). 23 CFR 633.102(e).

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. 23 CFR 633.102(e).

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) in accordance with 23 CFR 633.102. 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 solicitation-for-bids or request-for-proposals 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). 23 CFR 633.102(b).

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. 23 CFR 633.102(d).

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. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A 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 Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 230, Subpart A, 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 (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 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 Part 35 and 29 CFR Part 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. 23 CFR 230.409 (g)(4) & (5).

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, sexual orientation, gender identity, 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 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 or other knowledgeable company official.

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, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure 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. 23 CFR 230.409. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 thereunder. 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, sexual orientation, gender identity, 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, 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. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient 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 recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, 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), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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 (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must 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. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) 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 will be sent by the contracting officer by email to DBAconformance@dol.gov. 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.

(4) 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 will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The 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.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must 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.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working 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 [29 CFR part 3](#); and

(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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

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

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. 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. 23 CFR 230.111(e)(2). 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 journeyworkers 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 as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 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 as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, 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 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 [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), 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 watchpersons 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. 29 CFR 5.5.

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 and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* 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.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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" in paragraph 1 of Section VI 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: (based on longstanding interpretation)

- (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. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), 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. Pursuant to 23 CFR 635.116(c), 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. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

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 Part 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. 23 CFR 635.108.

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 Part 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). 29 CFR 1926.10.

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 Part 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 11, 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 (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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. 2 CFR 180.220 and 1200.220.

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. 2 CFR 180.320.

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. 2 CFR 180.325.

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. 2 CFR 180.345 and 180.350.

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, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 180.330.

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. 2 CFR 180.220 and 180.300.

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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. 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 System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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 CFR 180.325.

* * * * *

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 CFR 180.335;.

(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, 2 CFR 180.800;

(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, 2 CFR 180.700 and 180.800; 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. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. 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). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.

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, Subpart I, 180.900 – 180.1020, 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 recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "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 recipient or subrecipient 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. 2 CFR 1200.220 and 1200.332.

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. 2 CFR 180.220 and 1200.220.

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 System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should 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 Part 20, App. A.

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.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

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 reasonably may be, done as on-site work.