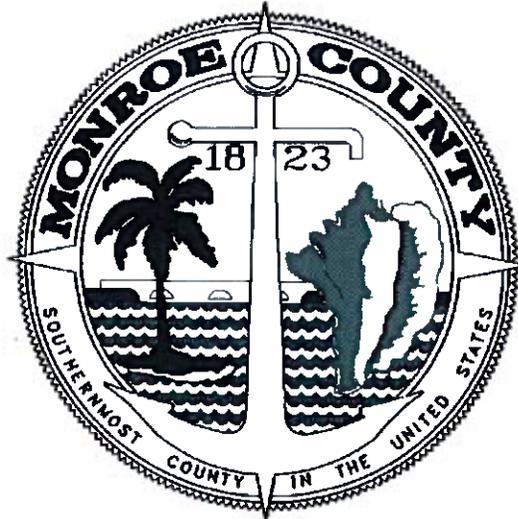




# MONROE COUNTY

## REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR

### Disaster Response and Recovery Services



**DRAFT**

#### BOARD OF COUNTY COMMISSIONERS

Mayor, David Rice, District 4

Mayor Pro-Tem, Kim Wigington, District 1

George Neugent, District 2

Heather Carruthers, District 3

Sylvia Murphy, District 5

#### COUNTY ADMINISTRATOR

Roman Gastesi, Jr.

#### CLERK OF THE CIRCUIT COURT

Danny L. Kolhage

#### PUBLIC WORKS

Kevin Wilson, P.E.

**February 2012**

PREPARED BY:

Monroe County Engineering Services Department

## TABLE OF CONTENTS

NOTICE OF PROPOSAL STATEMENT

SECTION ONE - Instruction to Respondents

SECTION TWO - Scope of Work

SECTION THREE - Draft Contract

SECTION FOUR - County Forms

## **SECTION ONE: INSTRUCTION TO RESPONDENTS**

### **1.01 INTRODUCTION/BACKGROUND**

Monroe County ("County") is located in southern Florida and encompasses the Florida Keys and portions of the Everglades National Park and the Big Cypress National Preserve. The scope of this Request For Proposals includes the portions of Unincorporated Monroe County in the Florida Keys, which is comprised of a number of islands over 112 miles in length that extend from the southeastern tip of the Florida peninsula to Key West. The County maintains approximately 400 miles of roadway and is responsible for hurricane debris collection in these areas.

The Federal Emergency Management Agency (FEMA) provides public assistance funds for disaster response, debris removal and disposal operations. The County requires a contractor to provide these and other disaster related services. The contractor must conduct all operations in full compliance with FEMA regulations and requirements for the County to be reimbursed for these disaster related expenses.

### **1.02 COPIES OF RFP DOCUMENTS**

- A. Only complete sets of RFP Documents will be issued and used in preparing responses. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets.
- B. Complete sets of RFP Documents may be obtained in the manner and at the locations stated in the Notice of Proposal Statement.

### **1.03 DISQUALIFICATION OF RESPONDENT**

- A. **NON-COLLUSION AFFIDAVIT:** Any person submitting a proposal in response to this invitation must execute the enclosed NON-COLLUSION AFFIDAVIT. If it is discovered that collusion exists among the Respondents, the proposals of all participants in such collusion shall be rejected, and no participants in such collusion will be considered in future bids for the same work.
- B. **PUBLIC ENTITY CRIME:** 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Category Two: \$25,000.00
- C. **DRUG-FREE WORKPLACE FORM:** Any person submitting a bid or proposal in response to this invitation must execute the enclosed DRUG-FREE WORKPLACE FORM and submit it with his bid or proposal. Failure to complete this form in every

detail and submit it with the bid or proposal may result in immediate disqualification of the bid or proposal.

- D. **LOBBYING AND CONFLICT OF INTEREST CLAUSE:** Any person submitting a bid or proposal in response to this invitation must execute the enclosed **LOBBYING AND CONFLICT OF INTEREST CLAUSE** and submit it with his bid or proposal. Failure to complete this form in every detail and submit it with the bid or proposal may result in immediate disqualification of the bid or proposal.

#### **1.04 EXAMINATION OF RFP DOCUMENTS**

- A. Each Respondent shall carefully examine the RFP and other contract documents, and inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress, or performance of the work to be performed under the contract. Ignorance on the part of the Respondent shall in no way relieve him of the obligations and responsibilities assumed under the contract.
- B. Should a Respondent find discrepancies or ambiguities in, or omissions from, the specifications, or should he be in doubt as to their meaning, he shall at once notify the County.

#### **1.05 INTERPRETATIONS, CLARIFICATIONS, AND ADDENDA**

No oral interpretations will be made to any Respondent as to the meaning of the contract documents. Any inquiry or request for interpretation received in writing seven (7) or more days prior to the date fixed for opening of responses will be given consideration. All such changes or interpretation will be made in writing in the form of an addendum and, if issued, will be furnished to all known prospective Respondents prior to the established Proposal opening date. Each Respondent shall acknowledge receipt of such addenda in their Proposal. In case any Respondent fails to acknowledge receipt of such addenda or addendum, his response will nevertheless be construed as though it had been received and acknowledged and the submission of his response will constitute acknowledgment of the receipt of same. All addenda are a part of the contract documents and each Respondent will be bound by such addenda, whether or not received by him. It is the responsibility of each Respondent to verify that he has received all addenda issued before responses are opened.

#### **1.06 GOVERNING LAWS AND REGULATIONS**

The Respondent is required to be familiar with and shall be responsible for complying with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work. Knowledge of occupational license requirements and obtaining such licenses for Monroe County and municipalities within Monroe County are the responsibility of the Respondent.

### 1.07 PREPARATION OF RESPONSES

Signature of the Respondent: The Respondent must sign the response forms in the space provided for the signature. If the Respondent is an individual, the words "doing business as \_\_\_\_\_", or "Sole Owner" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words "Member of the Firm" should be written beneath such signature. If the Respondent is a corporation, the title of the officer signing the Response on behalf of the corporation must be stated along with the Corporation Seal Stamp and evidence of his authority to sign the Response must be submitted. The Respondent shall state in the response the name and address of each person having an interest in the submitting entity.

### 1.08 SUBMISSION OF RESPONSES

- A. Two (2) signed originals and five (5) copies of each response shall be submitted.
- B. The response shall be submitted in a sealed envelope clearly marked on the outside, with the Respondents name and "**Proposal Statement - Disaster Response and Recovery Services**", addressed to the entity and address stated in the Notice of Proposal Statement, on or before 3:00 P.M. local time on \_\_\_\_\_, 2012. If sent by mail or by courier, the above-mentioned envelope shall be enclosed in another envelope addressed to the entity and address stated in the Notice of Proposal Statement. Faxed or e-mailed statements of qualifications shall be automatically rejected. Responses will be received until the date and hour stated in the Notice of Proposal Statement.
- C. Each Respondent shall submit with his Response the required evidence of his qualifications and experience.

### 1.09 CONTENT OF SUBMISSION

The proposal submitted in response to this RFP shall be printed on 8-1/2" x 11" white paper and bound; it shall be clear and concise and provide the information requested herein. Statements submitted without the required information will not be considered. Responses shall be organized as indicated below. The Respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each Respondent must submit adequate documentation to certify the Respondent's compliance with the County's requirements. Respondents should focus specifically on the information requested. Additional information, unless specifically relevant, may distract rather than add to the Respondent's overall evaluation.

The following information, **at a minimum**, shall be included in the Submittal:

#### A. **Cover Page**

A cover page that states "**PROPOSAL STATEMENT – DISASTER RESPONSE AND RECOVERY SERVICES**" The cover page should contain Respondent's

name, address, telephone number, and the name of the Respondent's contact person.

**B. Tabbed Sections**

**Tab 1. Executive Summary**

The Respondent shall provide a narrative of the firm's qualities and capabilities that demonstrate how the firm will work with the County to fulfill the requirements of the scope of work. Describe the firm's use of technology in the office and in the field and how it will be used to complete scope of work. Describe the firm's methodology for disaster response and local debris recovery operations given the extensive amount of field work that will be required, as well as the firm's experience working with FEMA and other Federal and State disaster agencies.

**Tab 2. Relevant Experience**

The Respondent shall provide a project history of the firm or organization demonstrating experience with disaster response and debris recovery projects that are similar in scope and size to the proposed work.

**Tab 3. Past Performance on Similar Projects**

Each Respondent shall provide a list of past projects and at least two written references of a Florida local government or other governmental entities for which the Respondent has provided the same or similar services during the past three years. Each reference shall include, at a minimum:

Name and full address of referenced project and organization  
Name and telephone number of Contact person for contract  
Telephone number(s)  
Date of initiation and completion of contract for referenced project

Brief summary of the project and services including a comparison to services sought by this RFP.

**Tab 4. Project Approach**

The Respondent shall provide a workplan that outlines the services that the firm is able to provide and explain how these services will be used to accomplish the Scope of Work in Section Two. The description should include details of field operations, data management operations, staffing levels, equipment to be used, minimum response time after a disaster, methods of debris collection and reduction, and methodology for complying with and responding to requirements of state and federal disaster agencies. The Respondent should describe the debris tracking and documentation process to ensure timely invoicing for services, and compliance with FEMA regulations and guidelines

**Tab 5. Staffing for this Project & Qualifications of Key Personnel**

The Respondent shall describe the composition and structure of the firm (sole proprietorship, corporation, partnership, joint venture) and include names of persons with an interest in the firm.

The Respondent shall include an organizational chart and a list of all personnel to be used to complete the Scope of Work. Resumes for each individual, including education, background and experience should be included. This section should show evidence of the firm's ability to manage tasks simultaneously and expeditiously; approach to problem/task resolution and teamwork.

The Respondent shall provide information on any subcontractors that may be employed in performing the Scope of Work.

**Tab 6. Financial Information and Litigation**

The Respondent will provide the following information:

1. A list of the firm's shareholders with five percent or more of the stock, or if a general partnership, a list of the general partners; or, if a limited liability company, a list of its members;
2. A list of the officers and directors of the firm;
3. The number of years the Respondent has been operating and, if different, the number of years it has been providing the services, goods, or construction services called for in the RFP;
4. The number of years the Respondent has operated under its present name and any prior names;
5. The following, including answers to the questions regarding claims and suits:
  - a. Has the Respondent ever failed to complete work or provide the goods for which it has contracted?
  - b. Are there any judgments, claims, arbitration proceeding or suits pending or outstanding against the Respondent, or its officers or general partners? If yes, provide details;
  - c. Has the Respondent, within the last five years, been a party to any lawsuit or arbitration with regard to a contract for services, goods or construction services similar to those requested in the specifications? If yes, provide details;
  - d. Has the Respondent ever initiated litigation against the county or been sued by the county in connection with a contract to provide services, goods or construction services? If yes, provide details;
  - e. Whether, within the last five years, an officer, general partner, controlling shareholder or major creditor of the Respondent was an officer, general partner, controlling shareholder or major creditor of any other entity that failed to perform services or furnish goods similar to those sought in the request for bids; and
  - f. Credit references.

**Tab 7. Additional Services**

The Respondent shall describe any other disaster response and recovery related services it is capable of providing other than the basic services detailed in Section Two (Scope of Work).

**Tab 8. Cost Summary**

The Respondent shall provide a detailed cost summary for the work. The summary should include all costs for equipment and personnel used during all operations. Cost summary shall detail each type of work associated with the Scope of Work, cost basis, and unit cost. Unit costs shall be inclusive of all costs and expenses, and shall be provided for each class of debris. Unit prices shall be provided for each category listed in Schedules One, Two and Three below. Estimated quantities shown in Schedule One are for comparison purposes only.

Prices for all services in Paragraph E Logistical and Recovery Operation Services of the Scope of Work shall clearly identify the cost and scope of all services required. Costs for services which cannot practically be provided with a detailed breakdown should be provided at "Cost (supported by invoices) plus a fair amount to cover administrative costs, plus a reasonable profit".

Respondents should declare that to the best of their knowledge all proposed costs are reasonable and customary for the services listed.

**Balance of Page Left Blank**

**SCHEDULE ONE  
DEBRIS COLLECTION AND DISPOSAL SERVICES**

Description	Unit	Unit Price	Estimated Volume	Total Price
<b>Collect and Haul Vegetative Debris</b>				
0 - 15 mi	CYD		180,054	
15.1 - 30 mi	CYD		16,927	
> 30 mi	CYD		10,000	
<b>Collect and Haul Non-Vegetative (C&amp;D) Debris</b>				
0 - 15 mi.	CYD		118,114	
15.1 - 30 mi	CYD		13,503	
> 30 mi	CYD		4,000	
<b>Collect and Haul White Goods</b>				
0 - 15 mi	CYD		11,075	
15.1 - 30 mi	CYD		5,000	
> 30 mi	CYD		720	
<b>Collect and Haul Household Hazardous Waste</b>				
0 - 15 mi	CYD		500	
15.1 - 30 mi	CYD		500	
> 30 mi	CYD		100	
<b>Collect and Haul Seaweed</b>				
0 - 15 mi	CYD		1,736	
15.1 - 30 mi	CYD		544	
> 30 mi	CYD		200	
<b>Debris Site Management</b>				
vegetative	CYD		206,981	
non-vegetative	CYD		135,617	
white goods	CYD		16,795	
household haz waste	CYD		1,100	
seaweed	CYD		2,480	
<b>Haul out to Final Disposal</b>				
0 - 60 mi	CYD		0	
61 - 100 mi	CYD		0	
101 - 130 mi	CYD		50,000	
greater than 130 mi	CYD		140,337	
<b>Sand Screening and Replacement on Site</b>				
<b>Freon Removal from White Goods</b>				
	CYD		3,078	
	Per Unit		6,000	
<b>Total Price</b>				

NOTE: Right of Entry (ROE) work rates apply to clearing/debris from private property and hauling to closest public Right of Way. Standard debris rates apply to further handling.

**SCHEDULE ONE  
DEBRIS COLLECTION AND DISPOSAL SERVICES**

Description	Unit	Unit Price	Estimated Volume	Total Price
<b>Tree Stump Removal</b>				
Less than 6" in Diameter	Per Stump			
6" and Greater but Less than 12" in Diameter	Per Stump			
Greater than 12" but Less than 24" in Diameter	Per Stump			
Greater than 24" but Less than 48" in Diameter	Per Stump			
48" and Greater in Diameter	Per Stump			
<b>Right of Entry Work</b>				
Remove Vegetative Debris From Private Property	CYD			
Demolish and Remove Non-Vegetative Debris from Private Property	CYD			
<b>Collection and Disposal of Animal Carcasses</b>	Per Unit			

**SCHEDULE 2 – UNIT RATE EQUIPMENT PRICE**

<b>Equipment Type</b>	<b>Hourly Equipment Rate</b>
Bobcat Loader	
Bucket Truck w/Operator	
Crash Truck w/Impact Attenuator	
Dozer, Tracked, D5 or similar	
Dozer, Tracked, D6 or similar	
Dozer, Tracked, D7 or similar	
Dozer, Tracked, D8 or similar	
Dump Truck, 18 CY-25 CY	
Dump Truck, 25 CY-35 CY	
Dump Truck, 35 CY-45 CY	
Dump Truck, 50 CY or larger	
Generator and Lighting	
Grader w/12' Blade	
Hydraulic Excavator, 1.5 CY	
Hydraulic Excavator, 2.5 CY	
Knuckleboom Loader	
Equipment Transport	
Mobile Crane (Adequate for hanging limbs/leaning trees)	
Pickup Truck, .5 Ton	
Truck, Flatbed	
Water Truck	
Wheel Loader, 2.5 CY, 950 or similar	
Wheel Loader, 3.5 – 4.0 CY, 966 or similar	
Wheel Loader, 4.5 CY, 980 or similar	
Wheel Loader-Backhoe, 1.0 – 1.5 CY	
Track Hoe, John Deere 690 or similar	
Stump Grinder	
30 ton or larger Crane	
Other	

**SCHEDULE 3 – HOURLY EQUIPMENT AND LABOR PRICE**

<b>Labor Category</b>	<b>Hourly Labor Rate</b>
Operations Manager w/Cell Phone and Pickup	
Crew Foreman w/Cell Phone and Pickup	
Tree Climber/Chainsaw	
Laborer w/Chain Saw	
Laborer w/small tools, traffic control, flag person	

**Tab 9. County forms**

Respondent shall complete and execute the forms specified below and found at the designated pages in this **RFP**, and shall include them in the section tabbed 9:

<u>Form</u>	<u>Page</u>
Response Form	32
Lobbying and Conflict of Interest Clause	33
Non-Collusion Affidavit	34
Drug Free Workplace Form	35
Respondent's Insurance and Indemnification Statement	36
Insurance Agent's Statement	37

Copies of all professional and occupational licenses shall be included in this section.

**1.10 MODIFICATION OF RESPONSES**

Written modification will be accepted from Respondents if addressed to the entity and address indicated in the Notice of Proposal Statement and received prior to Proposal due date and time. Modifications must be submitted in a sealed envelope clearly marked on the outside, with the Respondents name and "**Modification to Proposal Statement – Disaster Response and Recovery Services**". If sent by mail or by courier, the above-mentioned envelope shall be enclosed in another envelope addressed to the entity and address stated in the Notice of Request for Proposals. Faxed or e-mailed modifications shall be automatically rejected.

**1.11 RESPONSIBILITY FOR RESPONSE**

The Respondent is solely responsible for all costs of preparing and submitting the response, regardless of whether a contract award is made by the County.

**1.12 RECEIPT AND OPENING OF RESPONSES**

Responses will be received until the designated time and will be publicly opened. Respondents names shall be read aloud at the appointed time and place stated in the **Notice of Request for Proposals**. Monroe County's representative authorized to open the responses will decide when the specified time has arrived and no responses received thereafter will be considered. No responsibility will be attached to anyone for the premature opening of a response not properly addressed and identified. Respondents or their authorized agents are invited to be present.

**1.13 DETERMINATION OF SUCCESSFUL RESPONDENT**

The County reserves the right to reject any and all responses and to waive technical errors and irregularities as may be deemed best for the interests of the County. Responses that

contain modifications, are incomplete, unbalanced, conditional, obscure, or that contain additions not requested or irregularities of any kind, or that do not comply in every respect with the Instruction to Respondent and the contract documents, may be rejected at the option of the County.

**1.14 AWARD OF CONTRACT**

- A. The County reserves the right to award separate contracts for portions of the work, waive any irregularity in any response, or to re-advertise for all or part of the work contemplated
- B. The County also reserves the right to reject the response of a Respondent who has previously failed to perform properly or to complete contracts of a similar nature on time, or who, after investigation of references or other criteria, does not meet County standards.
- C. The recommendation of the committee and the responses of three or more Respondents may be presented to the Board of County Commissioners of Monroe County, Florida, for final selection. Negotiations will be undertaken with the Respondents as ranked.

**1.15 EXECUTION OF CONTRACT**

The Respondent with whom a contract is negotiated shall be required to return to the County four (4) executed counterparts of the prescribed contract together with the required certificates of insurance.

**1.16 CERTIFICATE OF INSURANCE AND INSURANCE REQUIREMENTS**

The Respondent shall be responsible for all necessary insurance coverage as indicated below. Certificates of Insurance must be provided to Monroe County within fifteen (15) days after award of contract, with Monroe County BOCC listed as additional insured as indicated. If the proper insurance forms are not received within the fifteen (15) day period, the contract may be awarded to the next selected Respondent/Proposer. Policies shall be written by companies licensed to do business in the State of Florida and having an agent for service of process in the State of Florida. Companies shall have an A.M. Best rating of VI or better.

Worker's Compensation	Statutory Limits
Employers' Liability Insurance	\$1,000,000 Accident \$1,000,000 Disease, policy limits \$1,000,000 Disease each employee
General Liability, including Premises Operation Products and Completed Operations Blanket Contractual Liability Personal Injury Liability Expanded Definition of Property Damage	\$1,000,000 Combined Single Limit

Vehicle Liability \$1,000,000 per Occurrence  
(Owned, non-owned and hired vehicles) \$1,000,000 Combined Single Limit

Pollution Liability \$5,000,000 per Occurrence  
\$10,000,000 Aggregate

Monroe County shall be named as an Additional Insured on the General Liability and Vehicle Liability policies.

#### **1.17 INDEMNIFICATION**

The Respondent to whom a contract is awarded shall defend, indemnify and hold harmless the County as outlined below.

The CONTRACTOR covenants and agrees to indemnify, hold harmless and defend Monroe County, its commissioners, officers, employees, agents and servants from any and all claims for bodily injury, including death, personal injury, and property damage, including damage to property owned by Monroe County, and any other losses, damages, and expenses of any kind, including attorney's fees, court costs and expenses, which arise out of, in connection with, or by reason of services provided by the CONTRACTOR or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act or omission of the CONTRACTOR, its Subcontractor(s) in any tier, their officers, employees, servants or agents.

In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the CONTRACTOR's failure to purchase or maintain the required insurance, the CONTRACTOR shall indemnify the County from any and all increased expenses resulting from such delay. Should any claims be asserted against the County by virtue of any deficiency or ambiguity in the plans and specifications provided by the CONTRACTOR, the CONTRACTOR agrees and warrants that CONTRACTOR shall hold the County harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the County's behalf.

The first ten dollars (\$10.00) of remuneration paid to the CONTRACTOR is consideration for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

This indemnification shall survive the expiration or earlier termination of the contract.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**MONROE COUNTY, FLORIDA**

**Request For Waiver  
of  
Insurance Requirements**

It is requested that the insurance requirements, as specified in the County's Schedule of Insurance Requirements, be waived or modified on the following contract:

Respondent: \_\_\_\_\_  
\_\_\_\_\_

Contract for: \_\_\_\_\_

Address of Respondent: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Scope of Work: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reason for Waiver: \_\_\_\_\_  
\_\_\_\_\_

Policies Waiver  
will apply to: \_\_\_\_\_  
\_\_\_\_\_

Signature of Respondent: \_\_\_\_\_  
Approved \_\_\_\_\_ Not Approved \_\_\_\_\_

Risk Management: \_\_\_\_\_

Date: \_\_\_\_\_

County Administrator appeal:  
Approved \_\_\_\_\_ Not Approved \_\_\_\_\_

Date: \_\_\_\_\_

Board of County Commissioners appeal:  
Approved \_\_\_\_\_ Not Approved \_\_\_\_\_

Meeting Date: \_\_\_\_\_

---

**Respondent**

**SIGNATURE**

## **SECTION TWO: SCOPE OF WORK**

In the event of a disaster, the selected firm shall be responsible for providing emergency debris clearance (PUSH), Debris Recovery (loading and hauling of disaster related debris), management of Temporary Debris Storage and Reduction sites (TDSR), and tree stump and limb removal. All disaster response and recovery services shall be performed in compliance with FEMA and FHWA guidelines. Documentation and reports of work performed shall be in a form suitable for FEMA reimbursement.

These operations will include, but not be limited to:

**A. Emergency Debris Removal (PUSH)**

- Immediately after a disaster, provide all necessary equipment, tools and personnel to clear primary roads and critical government facilities of debris to allow emergency vehicles access to areas in need of assistance as directed by the County.
- Debris should be stacked along the edge of pavement on the shoulder of the road and not blocking driveways, side streets or utilities of any kind.
- Emergency Debris Removal may require loading the debris, hauling the debris to an approved dumpsite, and dumping the debris at the approved dumpsite.
- Provide daily reporting to include cumulative, daily, and hourly statistics detailing type of equipment and personnel used

**B. Debris Recovery and Disposal (Load and Haul) from County Roads and Facilities**

- Provide all necessary equipment and personnel to load and haul disaster-generated debris to an approved TDSR site.
- Disaster-related debris will be sorted into categories: clean vegetative, non-vegetative, seaweed, white goods, household hazardous waste, mixed and ineligible at the load sites.
- All debris shall be mechanically loaded and reasonably compacted.
- Provide control of pedestrian and vehicular traffic in the work area; include flag persons, signs or other devices necessary to ensure safe debris recovery operations.
- Provide daily reports on all debris recovery operations; include all equipment and personnel used. The report shall detail daily and cumulative-to-date statistics on the number of truckloads, number of cubic yards of debris hauled, locations of completed work, and locations of current work for each type of debris recovered.
- Identify landfills and/or other final disposal site(s) for all debris.
- Haul debris from TDSR sites to final disposal site(s).
- Immediately investigate claims of damage to private property and/or County roads and rights-of-way due to debris operations and ensure proper repairs are made promptly at no cost to the County.
- Provide all necessary equipment and personnel to remove seaweed and other debris from beach sand by screening and return clean sand to beach as directed by the County.

C. Management of Temporary Debris Storage and Reduction (TDSR) Sites

- Provide sufficient personnel and equipment to operate multiple TDSR sites simultaneously within unincorporated Monroe County
- Fully document pre-existing conditions at proposed TDSR sites with photographs and appropriate environmental sampling.
- Prepare each approved TDSR site to accept debris, to include clearing, erosion control, grading, construction and maintenance of haul roads and entrances and installation of inspection towers and security fencing
- Establish site layout, including entrance, exit and internal haul roads at each TDSR site
- Provide all management, supervision, labor, machines, tools, and equipment necessary to accept, process, reduce, sort, and dispose of disaster related debris.
- Provide at least one inspection tower at each TDSR site constructed to pre-approved county specifications.
- Vegetative Debris reduction shall be performed by chipping / grinding only
- Ensure all debris is properly staged and sorted.
- Provide daily and cumulative-to-date reports for each TDSR site.
- Ensure TDSR sites are secure and not accessible by the public during operation and after working hours.
- After all debris has been reduced and hauled to final disposal sites, perform site restoration and closeout; include removal of site equipment (temporary toilets, inspection towers, security fence, etc) and restore the site to pre-work conditions.

D. Tree and Limb Removal

- Provide all equipment, tools and personnel to safely remove hazardous leaning trees or hanging tree limbs, as directed by Monroe County.
- Provide control of pedestrian and vehicular traffic in the work area, to include flag persons, signs or other devices necessary to ensure safe tree/limb removal operations
- Ensure that strict Right-of-Entry procedures are followed for any hazardous tree or limb removal operations that affect private property.
- As directed by the County, remove all hazardous tree stumps, both uprooted and intact

E. Logistical and Recovery Operation Services

- General procurement and logistics from tents to meals ready to eat (MRE): all emergency and support items purchased, warehoused, and delivered;
- Provide temporary housing, restroom, shower and laundry facilities for emergency workers including related supplies, service, and maintenance of facilities.
- Provide and install temporary offices, mobile command centers, accommodations and support;
- Provide emergency generator services with licensed electrician support to specified facilities including hauling, installing, servicing and removal of generators.
- Provide ice, water and fuel delivery and distribution services to specified facilities.
- Provide hazardous waste recovery, disposal and remediation in flooded environments, including canals. Services will include permitting, testing and related services.

- Provide emergency communications services;
- Recovery and destruction of dead fish, animals and livestock
- Provide emergency clinics and support personnel.

## SECTION THREE: DRAFT CONTRACT

### AGREEMENT FOR

### DISASTER RESPONSE AND RECOVERY SERVICES

---

This Agreement ("Agreement") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007 by and between Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida, 33040, its successors and assigns, hereinafter referred to as "COUNTY," through the Monroe County Board of County Commissioners ("BOCC"),

AND

\_\_\_\_\_, a \_\_\_\_\_ of the State of \_\_\_\_\_, whose address is \_\_\_\_\_, its successors and assigns, hereinafter referred to as "CONTRACTOR",

WITNESSETH:

WHEREAS, COUNTY desires to employ the professional services of CONTRACTOR for Disaster Response and Recovery Services; and

WHEREAS, CONTRACTOR has agreed to provide professional services which shall include but not be limited to providing Disaster Response and Recovery Services, which services shall collectively be referred to as the "Project";

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

## FORM OF AGREEMENT

### ARTICLE 1

#### 1.1 REPRESENTATIONS AND WARRANTIES

By executing this Agreement, CONTRACTOR makes the following express representations and warranties to the COUNTY:

- 1.1.1 The CONTRACTOR shall maintain all necessary licenses, permits or other authorizations necessary to act as CONTRACTOR for the Project until the CONTRACTOR'S duties hereunder have been fully satisfied;

- 1.1.2 The CONTRACTOR has become familiar with the Project site and the local conditions under which the work is to be completed.
- 1.1.3 The CONTRACTOR shall prepare all documentation required by this Agreement in such a manner that they shall be accurate, coordinated and adequate for use in verifying work completed by debris contractors and associated costs and shall be in conformity and comply with all applicable law, codes and regulations. The CONTRACTOR warrants that the documents prepared as a part of this Agreement will be adequate and sufficient to document costs in a manner that is acceptable for reimbursement by government agencies, therefore eliminating any additional cost due to missing or incorrect information;
- 1.1.4 The CONTRACTOR assumes full responsibility to the extent allowed by law with regards to his performance and those directly under his employ.
- 1.1.5 The CONTRACTOR'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. In providing all services pursuant to this agreement, the CONTRACTOR shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provisions of such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the CONTRACTOR.
- 1.1.6 At all times and for all purposes under this agreement the CONTRACTOR is an independent contractor and not an employee of the Board of County Commissioners for Monroe County. No statement contained in this agreement shall be construed so as to find the CONTRACTOR or any of his/her employees, contractors, servants, or agents to be employees of the Board of County Commissioners for Monroe County.
- 1.1.7 The CONTRACTOR shall not discriminate against any person on the basis of race, creed, color, national origin, sex, age, or any other characteristic or aspect which is not job related, in its recruiting, hiring, promoting, terminating, or any other area affecting employment under this agreement or with the provision of services or goods under this agreement.
- 1.1.8 The effective date of this AGREEMENT shall be \_\_\_\_\_. The term of the AGREEMENT shall be for a five year period, unless otherwise terminated as provided herein. The COUNTY shall have the option of extending the AGREEMENT in one year increments for up to five additional years at the same terms and conditions with approval of the COUNTY'S governing board. Such extension(s) shall be in the form of a written Amendment to the AGREEMENT and shall be executed by both parties.

## **ARTICLE II**

### **SCOPE OF BASIC SERVICES**

#### **2.1 DEFINITION**

CONTRACTOR'S Scope of Basic Services consists of those described in Attachment A. The CONTRACTOR shall commence work on the services provided for in this Agreement promptly upon his receipt of a written notice to proceed from the COUNTY. The notice to proceed will be in

the form of a task order and must contain a description of the services to be performed, and the time within which services must be performed.

**2.2 CORRECTION OF ERRORS, OMISSIONS, DEFICIENCIES**

The CONTRACTOR shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in the work product of the CONTRACTOR or its subCONTRACTORS, or both.

**2.3 NOTICE REQUIREMENT**

All written correspondence to the COUNTY shall be dated and signed by an authorized representative of the CONTRACTOR. Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage pre-paid, to the COUNTY by certified mail, return receipt requested, to the following:

Mr. Kevn Wilson, P.E.  
Monroe County Public Works Engineering Division  
1100 Simonton Street  
Key West, Florida 33040

And: Mr. Roman Gastesi, Jr.  
Monroe County Administrator  
1100 Simonton Street, Room 2-205  
Key West, Florida 33040

For the CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ARTICLE III**

**ADDITIONAL SERVICES**

- 3.1** The services described in Article III that may be provided by the CONTRACTOR (provided for example purposes only) and are not included in Basic Services. If requested by the COUNTY they shall be paid for as an addition to the compensation paid for the Basic Services but only if approved by the COUNTY before commencement.
- A. Providing services of CONTRACTOR for other than the previously listed scope of the Project provided as a part of Basic Services.
  - B. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted debris recovery operations.
  - C. Providing representation before public bodies in connection with the Project, upon approval by COUNTY.

- 3.2 If Additional Services are required, such as those listed above, the COUNTY shall issue a letter requesting and describing the requested services to the CONTRACTOR. The CONTRACTOR shall respond with a fee proposal to perform the requested services. Only after receiving an amendment to the Agreement and a notice to proceed from the COUNTY, shall the CONTRACTOR proceed with the Additional Services.

#### **ARTICLE IV** **COUNTY'S RESPONSIBILITIES**

- 4.1 The COUNTY shall provide full information regarding requirements for the Project including physical location of work, county maintained roads, maps.
- 4.2 The COUNTY shall designate a representative to act on the COUNTY's behalf with respect to the Project. The COUNTY or its representative shall render decisions in a timely manner pertaining to documents submitted by the CONTRACTOR in order to avoid unreasonable delay in the orderly and sequential progress of the CONTRACTOR'S services.
- 4.3 Prompt written notice shall be given by the COUNTY and its representative to the CONTRACTOR if they become aware of any fault or defect in the Project or non-conformance with the Agreement Documents. Written notice shall be deemed to have been duly served if sent pursuant to paragraph 2.3.
- 4.4 The COUNTY shall furnish the required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the CONTRACTOR'S services and work of the contractors.
- 4.5 The COUNTY's review of any documents prepared by the CONTRACTOR or its subCONTRACTORs shall be solely for the purpose of determining whether such documents are generally consistent with the COUNTY's criteria, as, and if, modified. No review of such documents shall relieve the CONTRACTOR of responsibility for the accuracy, adequacy, fitness, suitability or coordination of its work product.
- 4.6 The COUNTY shall provide copies of necessary documents required to complete the work.
- 4.7 Any information that may be of assistance to the CONTRACTOR that the COUNTY has immediate access to will be provided as requested.

#### **ARTICLE V** **INDEMNIFICATION AND HOLD HARMLESS**

The CONTRACTOR covenants and agrees to indemnify, hold harmless and defend COUNTY, its commissioners, officers, employees, agents and servants from any and all claims for bodily injury, including death, personal injury, and property damage, including damage to property owned by Monroe County, and any other losses, damages, and expenses of any kind, including attorney's fees, court costs and expenses, which arise out of, in connection with, or by reason of services provided by CONTRACTOR or its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act or omission of the CONTRACTOR, its Subcontractor(s) in any tier, their officers, employees, servants and agents.

In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the CONTRACTOR's failure to purchase or maintain the required insurance, the CONTRACTOR shall indemnify COUNTY from any and all increased expenses resulting from such delay. Should any claims be asserted against COUNTY by virtue of any deficiency or ambiguity in the plans and specifications provided by the CONTRACTOR, the CONTRACTOR agrees and warrants that CONTRACTOR hold the County harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the COUNTY's behalf.

The first ten dollars (\$10.00) of remuneration paid to the CONTRACTOR is consideration for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

This indemnification shall survive the expiration or earlier termination of the Agreement.

**ARTICLE VI**  
**PERSONNEL**

**6.1 PERSONNEL**

The CONTRACTOR shall assign only qualified personnel to perform any service concerning the project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those functions as indicated:

<b>NAME</b>	<b>FUNCTION</b>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

So long as the individuals named above remain actively employed or retained by the CONTRACTOR, they shall perform the functions indicated next to their names. If they are replaced the CONTRACTOR shall notify the COUNTY of the change immediately.

**ARTICLE VII**  
**COMPENSATION**

**7.1 PAYMENT SUM**

**7.1.1** The COUNTY shall pay the CONTRACTOR in current funds for the CONTRACTOR'S performance of this Agreement based on rates negotiated and agreed upon and shown in Attachment B.

## **7.2 PAYMENTS**

**7.2.1** For its assumption and performances of the duties, obligations and responsibilities set forth herein, the CONTRACTOR shall be paid monthly.

- (A) If the CONTRACTOR'S duties, obligations and responsibilities are materially changed by amendment to this Agreement after execution of this Agreement, compensation due to the CONTRACTOR shall be equitably adjusted, either upward or downward;
- (B) As a condition precedent for any payment due under this Agreement, the CONTRACTOR shall submit monthly, unless otherwise agreed in writing by the COUNTY, a proper invoice to COUNTY requesting payment for services properly rendered and reimbursable expenses due hereunder. The CONTRACTOR'S invoice shall describe with reasonable particularity the service rendered. The CONTRACTOR'S invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought at the COUNTY may require.
- (C) Payment shall be made pursuant to the Local Government Prompt Payment Act, 218.735, Florida Statute.

## **7.3 REIMBURSABLE EXPENSES**

Rates shall be inclusive of all reimbursable expenses.

## **7.4 BUDGET**

- 7.4.1** The CONTRACTOR may not be entitled to receive, and the COUNTY is not obligated to pay, any fees or expenses in excess of the amount budgeted for this contract in each fiscal year (October 1 - September 30) by COUNTY's Board of County Commissioners. The budgeted amount may only be modified by an affirmative act of the COUNTY's Board of County Commissioners.
- 7.4.2** The COUNTY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners and the approval of the Board members at the time of contract initiation and its duration.

## **ARTICLE VIII** **INSURANCE**

- 8.1** The CONTRACTOR shall obtain insurance as specified and maintain the required insurance at all times that this Agreement is in effect. In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the CONTRACTOR'S failure to purchase or maintain the required insurance, the CONTRACTOR shall indemnify the COUNTY from any and all increased expenses resulting from such delay.
- 8.2** The coverage provided herein shall be provided by an insurer with an A.M. Best rating of VI or better, that is licensed to business in the State of Florida and that has an agent for service of process within the State of Florida. The coverage shall contain an endorsement providing sixty (60) days notice to the COUNTY prior to any cancellation of said coverage.

Said coverage shall be written by an insurer acceptable to the COUNTY and shall be in a form acceptable to the COUNTY.

**8.3** CONTRACTOR shall obtain and maintain the following policies:

- A. Workers' Compensation insurance as required by the State of Florida, sufficient to respond to Florida Statute 440.
- B. Employers Liability Insurance with limits of \$1,000,000 per Accident, \$1,000,000 Disease, policy limits, \$1,000,000 Disease each employee.
- C. Comprehensive business automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, hired or non-owned vehicles, with One Million Dollars (\$1,000,000.00) combined single limit and One Million Dollars (\$1,000,000.00) annual aggregate.
- D. Commercial general liability, including Personal Injury Liability, covering claims for injuries to members of the public or damage to property of others arising out of any covered act or omission of the CONTRACTOR or any of its employees, agents or subcontractors or subcontractors, including Premises and/or Operations, Products and Completed Operations, Independent Contractors; Broad Form Property Damage and a Blanket Contractual Liability Endorsement with One Million Dollars (\$1,000,000) per occurrence and annual aggregate.

An Occurrence Form policy is preferred. If coverage is changed to or provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported must extend for a minimum of 48 months following the termination or expiration of this contract.

- E. Pollution Liability insurance of Five Million Dollars (\$5,000,000.00) per occurrence and Ten Million Dollars (\$10,000,000.00) annual aggregate. If the policy is a "claims made" policy, CONTRACTOR shall maintain coverage or purchase a "tail" to cover claims made after completion of the project to cover the statutory time limits in Chapter 95 of the Florida Statutes.
- F. COUNTY shall be named as an additional insured with respect to CONTRACTOR'S liabilities hereunder in insurance coverages identified in Paragraphs C and D.
- G. CONTRACTOR shall require its subcontractors to be adequately insured at least to the limits prescribed above, and to any increased limits of CONTRACTOR if so required by COUNTY during the term of this Agreement. COUNTY will not pay for increased limits of insurance for subcontractors.
- H. CONTRACTOR shall provide to the COUNTY certificates of insurance or a copy of all insurance policies including those naming the COUNTY as an additional insured. The COUNTY reserves the right to require a certified copy of such policies upon request.
- I. If the CONTRACTOR participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the CONTRACTOR may be required to submit updated financial statements from the fund upon request from the COUNTY.

**ARTICLE IX**  
**MISCELLANEOUS**

**9.1 SECTION HEADINGS**

Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

**9.2 OWNERSHIP OF THE PROJECT DOCUMENTS**

The documents prepared by the CONTRACTOR for this Project belong to the COUNTY and may be reproduced and copied without acknowledgement or permission of the CONTRACTOR.

**9.3 SUCCESSORS AND ASSIGNS**

The CONTRACTOR shall not assign or subcontract its obligations under this agreement, except in writing and with the prior written approval of the Board of County Commissioners for Monroe County and the CONTRACTOR, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this agreement. Subject to the provisions of the immediately preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party.

**9.4 NO THIRD PARTY BENEFICIARIES**

Nothing contained herein shall create any relationship, contractual or otherwise, with or any rights in favor of, any third party.

**9.5 TERMINATION**

- A. In the event that the CONTRACTOR shall be found to be negligent in any aspect of service, the COUNTY shall have the right to terminate this agreement after five days written notification to the CONTRACTOR.
- B. Either of the parties hereto may cancel this Agreement without cause by giving the other party sixty (60) days written notice of its intention to do so.

**9.6 CONTRACT DOCUMENTS**

This contract consists of the Proposal Statement, any addenda, the Form of Agreement (Articles I-IX), the CONTRACTOR'S response to the RFP, the documents referred to in the Form of Agreement as a part of this Agreement, and attachments \_\_\_\_\_, and modifications made after execution by written amendment. In the event of any conflict between any of the Contract documents, the one imposing the greater burden on the CONTRACTOR will control.

**9.7 PUBLIC ENTITIES CRIMES**

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

By signing this Agreement, CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it or any subCONTRACTOR has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONUSULTANT has been placed on the convicted vendor list.

**CONTRACTOR will promptly notify the COUNTY if it or any subcontractor or CONTRACTOR is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.**

**9.8 MAINTENANCE OF RECORDS**

CONTRACTOR shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be retained for a period of five years from the termination of this agreement. Each party to this Agreement or its authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the COUNTY or Clerk determines that monies paid to CONTRACTOR pursuant to this Agreement were spent for purposes not authorized by this Agreement, or were wrongfully retained by the CONTRACTOR, the CONTRACTOR shall repay the monies together with interest calculated pursuant to Sec. 55.03, of the Florida Statutes, running from the date the monies were paid by the COUNTY.

**9.9 GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, COUNTY and CONTRACTOR agree that venue shall lie in the 16<sup>th</sup> Judicial Circuit, Monroe County, Florida, in the appropriate court or before the appropriate administrative body. This agreement shall not be subject to

arbitration. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

**9.10 SEVERABILITY**

If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The COUNTY and CONTRACTOR agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

**9.11 ATTORNEY'S FEES AND COSTS**

The COUNTY and CONTRACTOR agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of the Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, as an award against the non-prevailing party, and shall include attorney's fees and courts costs in appellate proceedings.

**9.12 BINDING EFFECT**

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the COUNTY and CONTRACTOR and their respective legal representatives, successors, and assigns.

**9.13 AUTHORITY**

Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

**9.14 CLAIMS FOR FEDERAL OR STATE AID**

CONTRACTOR and COUNTY agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

**9.15 ADJUDICATION OF DISPUTES OR DISAGREEMENTS**

COUNTY and CONTRACTOR agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be

provided by this Agreement or by Florida law. This provision does not negate or waive the provisions of paragraph 9.5 concerning termination or cancellation.

#### **9.16 COOPERATION**

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, COUNTY and CONTRACTOR agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. COUNTY and CONTRACTOR specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

#### **9.17 NONDISCRIMINATION**

CONTRACTOR and COUNTY agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. CONTRACTOR or COUNTY agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 13, Article VI, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

#### **9.18 COVENANT OF NO INTEREST**

CONTRACTOR and COUNTY covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

**9.19 CODE OF ETHICS**

COUNTY agrees that officers and employees of the COUNTY recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

**9.20 NO SOLICITATION/PAYMENT**

The CONTRACTOR and COUNTY warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the CONTRACTOR agrees that the COUNTY shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

**9.21 PUBLIC ACCESS.**

The CONTRACTOR and COUNTY shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONTRACTOR and COUNTY in connection with this Agreement; and the COUNTY shall have the right to unilaterally cancel this Agreement upon violation of this provision by CONTRACTOR.

**9.22 NON-WAIVER OF IMMUNITY**

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the CONTRACTOR and the COUNTY in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the COUNTY be required to contain any provision for waiver.

**9.23 PRIVILEGES AND IMMUNITIES**

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the COUNTY, when performing their respective functions under this Agreement within the territorial limits of the COUNTY shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the COUNTY.

**9.24 LEGAL OBLIGATIONS AND RESPONSIBILITIES**

Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the COUNTY, except to the extent permitted by the Florida constitution, state statute, and case law.

**9.25 NON-RELIANCE BY NON-PARTIES**

No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the CONTRACTOR and the COUNTY agree that neither the CONTRACTOR nor the COUNTY or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

**9.26 ATTESTATIONS AND TRUTH IN NEGOTIATION**

CONTRACTOR agrees to execute such documents as COUNTY may reasonably require, including a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement. Signature of this Agreement by CONTRACTOR shall act as the execution of a truth in negotiation certificate stating that wage rates and other factual unit costs supporting the compensation pursuant to the Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or concurrent wage rates and other factual unit costs. All such adjustments must be made within one year following the end of the Agreement.

**9.27 NO PERSONAL LIABILITY**

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

**9.28 EXECUTION IN COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

**9.29 FEDERAL HIGHWAY ADMINISTRATION REQUIREMENTS**

The following forms and provisions are incorporated in and made a part of this contract.

- 9.29.1** Davis-Bacon Act - In accordance with the Davis-Bacon Act, the CONTRACTOR or their subcontractors shall pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character. The current prevailing wage rates can be found at: [www.access.gpo.gov/davisbacon/fl.html](http://www.access.gpo.gov/davisbacon/fl.html) under Monroe County.
- 9.29.2** Americans with Disabilities Act of 1990 (ADA) - The CONTRACTOR will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and the assurance by the CONTRACTOR pursuant thereto.
- 9.29.3** Disadvantaged Business Enterprise (DBE) Policy and Obligation - It is the policy of the COUNTY that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with COUNTY funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The COUNTY and its CONTRACTOR agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The COUNTY and the CONTRACTOR and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.
- 9.29.4** Convict Labor - The convict labor prohibition in 23 U.S.C. 114 applies to emergency repair projects. Convict labor cannot be used in emergency repair construction projects.
- 9.29.5** FHWA Form 1273 is attached hereto as Exhibit A and made a part of this Agreement.
- 9.29.6** The requirements of 23 CFR Part 635.410 Buy America Requirements are attached hereto as Exhibit B and made a part of this Agreement.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative on the day and year first above written.

(SEAL)  
Attest: DANNY L. KOLHAGE, Clerk

**BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor/Chairman

Date: \_\_\_\_\_

(Seal)  
Attest:

**CONTRACTOR**

BY: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**END OF AGREEMENT**

**SECTION FORM: RESPONSE FORMS**

**RESPONSE FORM**

RESPOND TO: MONROE COUNTY BOARD OF COUNTY COMMISSIONERS  
c/o PURCHASING DEPARTMENT  
GATO BUILDING, ROOM 1-213  
1100 SIMONTON STREET  
KEY WEST, FLORIDA 33040

I acknowledge receipt of Addenda No.(s) \_\_\_\_\_

I have included:

- The Submission Response Form \_\_\_\_\_
- Lobbying and Conflict of Interest Clause \_\_\_\_\_
- Non-Collusion Affidavit \_\_\_\_\_
- Drug Free Workplace Form \_\_\_\_\_
- Respondent's Insurance and Indemnification Statement \_\_\_\_\_
- Insurance Agent's Statement \_\_\_\_\_

In addition, I have included a current copy of the following professional and occupational licenses:

\_\_\_\_\_

**(Check mark items above, as a reminder that they are included.)**

Mailing Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

\_\_\_\_\_ Fax: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Witness: \_\_\_\_\_

(Seal)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

**LOBBYING AND CONFLICT OF INTEREST CLAUSE**

**SWORN STATEMENT UNDER ORDINANCE NO. 010-1990  
MONROE COUNTY, FLORIDA**

ETHICS CLAUSE

" \_\_\_\_\_ "  
(Company)

"... warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee".

\_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me on \_\_\_\_\_

(date) by \_\_\_\_\_ (name of affiant). He/She is personally

known to me or has produced \_\_\_\_\_ as

identification. (type of identification)

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

I, \_\_\_\_\_ of the city of \_\_\_\_\_  
according to law on my oath, and under penalty of perjury, depose and say that:

1. I am \_\_\_\_\_  
of the firm of \_\_\_\_\_  
the bidder making the Proposal for the project described in the Request for  
Qualifications for:  
\_\_\_\_\_  
and that I executed the said proposal with full authority to do so:
2. the prices in this bid have been arrived at independently without collusion, consultation,  
communication or agreement for the purpose of restricting competition, as to any matter  
relating to such prices with any other bidder or with any competitor;
3. unless otherwise required by law, the prices which have been quoted in this bid have  
not been knowingly disclosed by the bidder and will not knowingly be disclosed by the  
bidder prior to bid opening, directly or indirectly, to any other bidder or to any  
competitor; and
4. no attempt has been made or will be made b the bidder to induce any other person,  
partnership or corporation to submit, or not to submit, a bid for the purpose of restricting  
competition;
5. the statements contained in this affidavit are true and correct, and made with full  
knowledge that Monroe County relies upon the truth of the statements contained in this  
affidavit in awarding contracts for said project.

\_\_\_\_\_  
(Signature of Respondent)

\_\_\_\_\_  
(Date)

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_  
who, after first being sworn by me, (name of individual signing) affixed his/her signature in the  
space provided above on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

**DRUG-FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

\_\_\_\_\_  
(Name of Business)

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

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

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

## **Respondent's Insurance and Indemnification Statement**

<b><u>Insurance Requirement</u></b>	<b><u>Required Limits</u></b>
Worker's Compensation	Statutory Limits
Employer's Liability	\$1000,000/\$1,000,000/\$1,000,000
General Liability	\$1,000,000 Combined Single Limit
Vehicle Liability	\$1,000,000 Combined Single Limit per Occurrence/\$1,000,000 Aggregate
Pollution Liability	\$5,000,000 per occurrence \$10,000,000 annual aggregate

### **IDEMNIFICATION AND HOLD HARMLESS FOR CONTRACTORS AND SUBCONTRACTORS**

The CONTRACTOR covenants and agrees to indemnify, hold harmless and defend Monroe County, its commissioners, officers, employees, agents and servants from any and all claims for bodily injury, including death, personal injury, and property damage, including property owned by Monroe County, and any other losses, damages, and expenses of any kind, including attorney's fees, court costs and expenses, which arise out of, in connection with, or by reason of services provided by the CONTRACTOR or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act or omission of the CONTRACTOR, including its Subcontractor(s) in any tier, their officers, employees, servants or agents.

In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the CONTRACTOR's failure to purchase or maintain the required insurance, the CONTRACTOR shall indemnify the County from any and all increased expenses resulting from such delay. Should any claims be asserted against the COUNTY by virtue of any deficiency or ambiguity in the plans and specifications provided by the CONTRACTOR, the CONTRACTOR agrees and warrants that CONTRACTOR shall hold the County harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the County's behalf.

The first ten dollars (\$10.00) of remuneration paid to the CONTRACTOR is consideration for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

This indemnification shall survive the expiration or earlier termination of the Agreement.

### **RESPONDENT'S STATEMENT**

I understand the insurance that will be mandatory if awarded the contract and will comply in full with all the requirements.

---

Respondent

---

Signature

**INSURANCE AGENT'S STATEMENT**

I have reviewed the above requirements with the bidder named below. The following deductibles apply to the corresponding policy.

POLICY	DEDUCTIBLES
_____	_____
_____	_____
_____	_____
_____	_____

Liability policies are \_\_\_\_\_ Occurrence                      \_\_\_\_\_ Claims Made

\_\_\_\_\_  
Insurance Agency

\_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_