



REQUEST FOR PROPOSALS
for
DISASTER DEBRIS MONITORING SERVICES

Franklin County Clerk of Courts

Attn: Lori Hines
33 Market Street, Suite 203
Apalachicola, FL 32320

Telephone: (850) 653-8861

SUBMITTALS DUE: [09/14/2018 no later than 3:00pm EST]

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Section 1 – Purpose and Overview

The County intends to enter into an agreement with a qualified firm to provide consulting services in preparation for natural disasters or other debris generating events. This RFP applies to Franklin County and the f unincorporated areas.

This RFP is to solicit competitive sealed proposals from qualified firms, businesses or individuals for the provision of Disaster Debris Monitoring Services to assist the County and herein after referred to as “County” or “Franklin County”, with disaster debris monitoring services.

It is the intent and purpose of the County that this RFP promotes competitive selection. It shall be the proposer’s responsibility to advise the Franklin County Clerk of Courts if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source.

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Section 2 – Instructions to Proposers

Firms or companies desiring to provide services, as described herein shall submit sealed proposals including one original copy, five (5) identical paper copies, and one (1) electronic copy in pdf format on CD, in conformance with the detailed submittal instructions.

Proposals must be returned in a sealed envelope and delivered to the Franklin County Courthouse, Clerk of Courts, 33 Avenue B # 203, Apalachicola, FL 32320 no later than [09/14/2018] at [3:00pm] (EST).

Proposals shall be sealed and proposers should indicate on the outside of their proposal the following:

- (a) Request for Proposal Title
- (b) Date of Opening
- (c) Name of Proposer

Offers by telephone, email shall not be accepted. Also, proposers are instructed NOT to fax their proposal package. **Faxed proposals shall be rejected as non-responsive regardless of where or when the fax is received.**

It is the sole responsibility of the proposer to ensure that his or her proposal reaches the Clerk of Court, Finance Department. Proposals received after the specified time and date shall be returned unopened. The time/date stamp clock located in the Franklin County Clerk of Courts Office shall serve as the official authority to determine lateness of any proposal. The decision to refuse to consider a bid or proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Franklin County Purchasing Policy.

Proposers are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal, or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure deliver to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

All proposals will be opened publicly and the names of all proposers shall be read aloud.

QUESTIONS REGARDING THIS RFP – Proposers shall not direct any queries or statements concerning their proposal to the County/Municipality staff and/or Evaluation Committee during the selection process, from the time of submission of a proposal until recommendation of award. Any proposer who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement.

All questions or concerns regarding this RFP must be submitted in writing, to the Franklin County Emergency Management Office Questions may be faxed to (850) 653-3643, emailed to [em3frank@fairpoint.net] no later than [09/10/2018] at [3:00pm] (EST) to the attention of [Pamela Brownell, Director], referencing the RFP title in the subject line.

The County utilizes the Tallahassee Democrat to distribute information/specifications/addenda/results in addition to providing bid opportunities at SAM.gov. It shall be the responsibility of the Proposer, prior to submitting their proposal, to visit the County's website to determine if addenda were issued, acknowledging and incorporating them into their proposal. All results concerning this RFP will be posted via SAM.gov.

When appropriate, the Clerk of Court Finance Department will issue an addendum to the RFP. The addendum will be available on the County's website for access by potential proposers. Proposers are instructed not to contact the initiating division directly. No oral interpretation of this RFP shall be considered binding. The County

shall be bound by information and statements only when such statements are written and executed under the authority of the Clerk of Court.

It will be the responsibility of the proposer to contact the Clerk of Courts prior to submitting an RFP response to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the RFP submittal.

This provision exists solely for the convenience and administrative efficiency of Franklin County. No proposer or other third party does not gain any rights by virtue of this provision or the application thereof, nor shall any proposer or third party have any standing to sue or cause of action arising there from.

CLARIFICATIONS – It is the bidder’s responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this RFP. Lack of understanding and/or misinterpretation of any portions of this RFP shall not be cause for withdrawal of your proposal after opening or for subsequent protest of award. Proposer’s must contact the EM Representative, at the phone number or email provided, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

AMENDMENT OF THE REQUEST FOR PROPOSALS – It is the proposer’s responsibility to contact the Emergency Management Department prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the RFP.

The failure of proposers to submit acknowledgement of any addenda that affects the RFP price(s) is considered a major irregularity and will be cause for rejection of the bid.

The Franklin County Emergency Management Department reserves the right to consider the omission of an acknowledgement of addendum as cause for rejection of the RFP submittal.

MEETING SPECIFICATIONS – If you are taking exception, indicate those exceptions as stated on the Proposer’s Certification Form.

CORRECTION OF PROPOSALS – Correction of inadvertently erroneous proposals shall be permitted up to the time of RFP opening. After RFP opening, no changes shall be permitted.

WITHDRAWAL OF PROPOSALS – Proposals may be withdrawn by written request at any time prior to proposal opening by the Proposer. Negligence on the part of the Proposer in preparing the Proposal confers no right of withdrawal or modification after the Proposal has been opened, at the appointed time and place by Franklin County. Any such withdrawn Proposal shall not be resubmitted.

OPENING OF PROPOSALS – Proposals will be received until the date and time stated in this RFP and will be publicly opened and read at the place, time and date stated. No responsibility will attach the Emergency Management Department for the premature opening of a proposal not properly addressed and identified. Proposers or their authorized representatives are invited to be present at the opening of the proposals.

REJECTION OF PROPOSALS – The County reserves the right to reject any and/or all proposals when such rejection is in the best interest of the County.

PROPOSALS MAY BE REJECTED AND/OR VENDOR(S) DISQUALIFIED FOR THE FOLLOWING REASONS

- (a) Failure to update the information on file including address, product, service or business descriptions.

- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state anti—trust law based on the submission of bids or proposals, or the awarding of contracts.
- (e) Evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board’s purchasing activity.
- (f) Other reasons deemed appropriate by the Board of County Commissioners

NO LOBBYING – All Proposers are hereby placed on notice that Franklin County Board of County Commissioners, County Employees/Staff, Members of the Evaluation Committee and all other listed government entities Council and Employees/Staff included in this RFP (with the exception of the Franklin Clerk of Courts personnel designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this RFP. During the entire procurement process, all Proposer and their subcontractors, sub-Consultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc., if they intend to submit or have submitted Proposals for this project. Any Proposer contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this RFP.

RIGHT TO PROTEST – Any Proposer affected adversely by an intended decision with respect to the award of any RFP shall file, with the Purchasing Department, a written notice of intent to file a protest in accordance with the Franklin County Purchasing Policy.

Failure to follow the protest procedure requirements within the time frames prescribed herein as established by Franklin County shall constitute a waiver of your protest and resulting claims.

OWNERSHIP OF DOCUMENTS – All documents resulting from this project will become the sole property of Franklin County. The proposer must meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Proposer upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

COST OF PREPARATION - Costs of preparation of a response to this RFP are solely those of the proposer. The County assumes no responsibility for any such costs incurred by the proposer. The proposer also agrees that the County bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

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Section 3 – Terms and Conditions

GOVERNING LAWS/RULES/REGULATIONS – All Proposers shall hold all State, Federal, and County licenses required to perform the scope of work as described within the RFP documents. The Proposer 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 County.

RESERVATION OF RIGHTS – The County reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the County, or to award a contract to the next most qualified proposer if the successful proposers do not execute a contract within thirty (30) days after approval of the selection by the Board of County Commissioners or other competent authority.

Franklin County reserves the right, and the Selection Committee has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Franklin County Purchasing Policy. Franklin County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

AVAILABILITY OF PERSONNEL – Personnel described in the proposal shall be available to perform the services as described. All personnel shall be considered to be, at all times, the employees, or agents of the Proposer, and not employees or agents of Franklin County.

ASSIGNMENT OF CONTRACT – The selected Proposer may not make any assignments of their obligations resulting from this RFP without the prior written authorization of Franklin County.

NON-EXCLUSIVITY OF CONTRACT – The selected Proposer understands and agrees that any resulting contractual relationship is non-exclusive and Franklin County reserves the right to seek similar or identical services elsewhere if deemed in the best interest of Franklin County.

AGREEMENT – The selected Proposer shall be expected to execute an agreement containing the terms and conditions herein. Any exceptions to the terms and conditions contained herein must be identified and agreed upon as outlined herein before consideration of proposal.

HOLD HARMLESS / INDEMNIFY – The Proposer agrees to indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Contract.

NON-PERFORMANCE – Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default.

- (a) In case of default, the County may procure the required services from other sources and hold the Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract, inclusive of any lease extension costs on the current tower sites.

PATENT / COPYRIGHT HOLD HARMLESS – The proposer shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Proposers shall, at their own expense, hold harmless and defend the Franklin County BCC against any claim, suit, or proceeding brought against the County which is based on a claim, whether rightful or

otherwise, that the goods or services, or any part thereof, furnished under this bid, constitute infringement of any patent or copyright of the United States. The proposer shall pay all damages and costs awarded against the County.

PUBLIC RECORDS – Pursuant to Section 119.0701(2), Florida Statutes, the Proposer shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Proposer in conjunction with this Agreement. Specifically, the Proposer must:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service, including but not limited to: correspondence, financial records, permits, and certifications; and
- (b) Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- (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; and
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Proposer upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

In performing the requirements herein, the Proposer shall promptly provide the County with a copy of any request to inspect or to copy public records in possession of the Proposer and consult with the County to ensure the request is responded to in accordance with the law. The Proposer shall promptly provide the County with a copy of the Proposer's response to each such request. Failure to grant such public access shall constitute a material default and the County shall be entitled to terminate any Agreement and to pursue any other remedies against Proposer available in equity or at law.

FINANCIAL ABILITY – Every Proposer may be required to demonstrate financial stability as evaluated at the sole discretion of Franklin County.

BINDING OFFER – A Proposer's submittal will be considered a binding offer to perform the required services, assuming all terms are negotiated satisfactorily. The submission of an RFP shall be taken as prima facie evidence that the Proposer has familiarized itself with the contents of this RFP.

AUDITABLE RECORDS – The awarded proposer shall establish and maintain a reasonable accounting system, which enables ready identification of proposer's cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all fees for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The County or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the proposer or its sub-Consultants as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the Consultant's place of business. This right to audit shall include the proposer's subcontractors used to procure goods or services under the contract with the County. Awarded Proposer shall ensure the County has these same rights with subcontractor(s) and suppliers.

INDEMNIFICATION: (GENERAL LIABILITY) – The selected Proposer shall indemnify, hold harmless, and defend Franklin County and their respective Boards of Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against any and all liabilities, losses, claims, damages, demands, expenses, or actions, either at law or in equity, including court costs and attorney's fees, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any action of fraud or defalcation by the Proposer, or anyone performing any act required of Proposer in connection with performance of the agreement awarded pursuant to this RFP. These obligations shall survive acceptance of any goods and/or performance and payment therefore by Franklin County.

INDEMNIFICATION: (PATENT OR COPYRIGHT) – The selected Proposer shall indemnify and hold harmless, and defend Franklin County and their respective Boards of Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against all liabilities, damages, claims, demands, or actions at law or in equity, including court costs and attorneys' fees that may hereafter at any time be made or be brought by anyone arising out of any infringement of patent rights or copyrights held by others or for the disclosure or improper utilization of any trade secrets by the Proposer while providing services under this agreement.

FLORIDA PROMPT PAYMENT ACT – Payments shall be in accordance with the Florida Prompt Payment Act applicable to local governments.

Franklin County is obligated only to the extent that funds are included in the County's fiscal year budget. Should the County not include funds for this expense the Contract is null and void.

DRUG-FREE WORKPLACE CERTIFICATION – By submitting a bid in response to this RFP, you are certifying that your company is a drug-free workplace in accordance with Florida Statute 287.087.

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

CONFLICT OF INTEREST / STATEMENT OF NON-COLLUSION – The award hereunder is subject to Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the Franklin County Board of County Commissioners. Further, all proposers must disclose the name of any Franklin County Board of County Commissioners employee who owns, directly or indirectly, an interest of five percent (5%) or more of the proposer's firm or any of its branches.

The proposer shall certify that he/she has not, either directly or indirectly, entered into any Contract, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the RSQ and that the proposer is not financially interested in, or otherwise affiliated in a business way with any other proposer on the same land or improvements.

LICENSES (if applicable) – The Consultant shall be responsible for obtaining and maintaining city or County occupational license and any licenses required pursuant to the laws of Franklin County or the State of Florida. In

furnishing the service or product to the County, the vendor shall comply with all federal, state and County rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, and bid or quote.

CANCELLATION – The contract with the successful proposer may be terminated by the County without cause by giving a minimum of thirty (30) days written notice of intent to terminate. Contract prices must be maintained until the end of the thirty (30) day period. The County may terminate the contract at any time as a result of the Consultant's failure to perform in accordance with these specifications and applicable contract. The County may retain/withhold payment for nonperformance if deemed appropriate to do so by the County.

INSURANCE REQUIRED – Before execution of the contract by the County and commencement of the operations and/or services to be provided, and during the duration of the contract, the vendor shall file with the County current certificates of all required insurance on forms acceptable to the County, which shall include the following provisions:

1. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the County.
2. The Certificates shall clearly indicate that the vendor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section.
3. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County.

The vendor shall require and ensure that each of its subcontractors providing services hereunder (if any) procures and maintains, until the completion of the services, insurance of the types and to the limits specified herein.

Coverage Required – Unless otherwise specified, the Consultant shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below and with insurers and under forms of policies satisfactory to County.

Coverage	Minimum Amounts and Limits
Worker's Compensation Employer's Liability	Statutory requirements at location of work \$ 100,000 each occurrence \$ 500,000 disease, aggregate \$ 100,000 disease, each employee
Commercial General Liability	\$1,000,000 General Aggregate \$1,000,000 Products-Comp.Ops Agg \$ 500,000 Each Occurrence \$ 100,000 Fire Damage \$5,000 Medical Expense
Automobile Liability (owned, hired and non-owned). Option of split limits:	\$1,000,000 Combined Single Limit
(1) Bodily Injury	\$500,000 per Person \$1,000,000 per Accident
(2) Property Damage	\$500,000
Professional Liability (when applicable)	\$1,000,000 per claim \$1,000,000 per aggregate

Insurance carrier(s) must have a minimum financial rating of A-.

Coverage shall apply to the indemnity provided to Franklin County and shall include Franklin County its officers and employees, as additional insured's, as regards to liability arising out of Consultant's performance of the work or the work performed by others on behalf of Consultant under this Contract. The insurance afforded to the County shall state that it is primary insurance and shall provide for a severability of interest or cross-liability clause. Prior to entering into the Contract with the County, Consultant shall furnish County with Certificates of Insurance (identifying on the face thereof the Project name and Contract number) as evidence of the above required insurance and such Certificates shall include the following language: Franklin County BOCC as additional insured and an endorsement for which has been issued, subject to a requirement for recurring certificate of insurance every fifteen (15) days from the contract award date until, all obligations under the Contract/Agreement are completed.

Alternatively, in lieu of recurring certificates, the Consultant or vendor may provide a certificate of insurance that contains a provision that coverage afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to the County, except that in the event of cancellation for nonpayment of premium the County shall receive notice as prescribed by state law (10 days). The cancellation clause should read as follows: "Should any of the described policies be canceled or material modified before the expiration date thereof, the issuing company will mail 30-day prior written notice to the certificate holder named below, except that in event of cancellation for nonpayment of premium, the notice shall be 10 days unless a longer time is prescribed by Florida Statute."

The County will not maintain any insurance on behalf of Consultant covering loss or damage to the work or to any other property of Consultant.

None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by Consultant are intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Consultant under the Contract.

Consultant shall deliver the original Certificate of Insurance and one copy to the agent of the County.

Notices, in original and one copy, of cancellation, termination and alteration of such policies shall also be provided to the agent of the County.

COMPLIANCE WITH 44 CFR and 2 CFR PART -200

Services required may include, but not be limited to, all scope of services needed to be performed, and must be performed in a manner that meets the requirements of the County and any federal, state or local funding agency such as FEMA, FHWA, EPA, HUD/ CDBG-DR, NRCS, CWCB or others when required. Specifically, the Consultant shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with any and all other relevant Federal, State, and local laws, regulations, codes and ordinances:

Code of Federal Regulations, 44 CFR

- 44 CFR part 13 - UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS

44 CFR is available online at: http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title44/44cfr206_main_02.tpl

Code of Federal Regulations, 2 CFR CHAPTER II, PART 200 et.al.

The Consultant must provide compliance with Super Circular “2 CFR Chapter II, Part 200 et.-al” and any future amendments.

- 2 CFR Part 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS
- 2 CFR Part 215 – FEMA UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND AGREEMENTS WITH INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, AND OTHER NON-PROFIT ORGANIZATIONS (OMB CIRCULAR A-110)
- 2 CFR Part 220 - COST PRINCIPLES FOR EDUCATIONAL INSTITUTIONS (OMB CIRCULAR A-21)
- 2 CFR Part 225 - COST PRINCIPLES FOR STATE, LOCAL, AND INDIAN TRIBAL GOVERNMENTS (OMB CIRCULAR A-87)
- CFR Part 230 - COST PRINCIPLES FOR NON-PROFIT ORGANIZATIONS (OMB CIRCULAR A-122)

2 CFR is available online at: <https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-part200/content-detail.html>

Additional provisions have been required by Federal awarding agencies that must be included in all contracts involving Federal funds covering the following, as applicable:

1. Suspension and debarment (§200.213)

Consultants with are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

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

- (a) The Solicitor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- 6) Requiring the prime Consultant, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

3. Procurement of recovered materials (§200.322)

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

4. Equal Employment Opportunity Clause (§60-1.4)

During the performance of this contract, the Consultant agrees as follows:

- (a) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (b) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- (c) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.
- (d) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Consultant's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (f) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (g) In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (h) The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Where applicable, all contracts awarded by the solicitor 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 Consultant 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.

6. 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.

7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)

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).

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Consultants 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.

9. Compliance with the Copeland "Anti-Kickback" Act

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

Additional Administrative, Contractual, or Legal Provisions

10. Cancellation

The solicitor reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the Consultant of the intention to cancel, or with cause if at any time the Consultant fails to fulfill or abide by any of the terms or conditions specified. Failure of the Consultant to comply with any of the provisions of a resulting contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the sole discretion of the solicitor. In addition to all other legal remedies available, the solicitor reserves the right to cancel and obtain from another source, any services which have not been provided within the required period of time or, if no such time is stated, within a reasonable period of time from the date of order or request, as determined by the solicitor.

11. Failure to Deliver

In the event of failure of the Consultant to deliver the goods and services in accordance with the contract terms and conditions, the solicitor may procure the goods and services from other sources and hold the Consultant responsible for any resulting additional costs. A failure to deliver will result in immediate termination of a resulting contract, and immediate disqualification and debarment from submitting bids to the solicitor for a maximum of three (3) years. These remedies shall be in addition to any other remedies that the solicitor may have available.

12. Litigation/Waiver of Jury Trial

This Contract shall be governed by and construed according to Florida law. Venue for any dispute or formal litigation concerning this Contract shall be in the appropriate court with territorial jurisdiction over the solicitor. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This Contract shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting. Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and/or any other claim of injury or damage.

13. Termination

(a) Termination for Default:

The solicitor may, by written notice to the Vendor, terminate this Contract for default in whole or in part (delivery orders, if applicable) if the Vendor fails to:

- 1) Provide products or services that comply with the specifications herein or fails to meet the solicitor's performance standards.
- 2) Deliver the supplies or to perform the services within the time specified in this contract or any extension.
- 3) Make progress so as to endanger performance of this contract.
- 4) Perform any of the other provisions of this Contract.

(b) Prior to termination for default, the solicitor will provide adequate written notice to the Vendor through the Purchasing Director affording him/her the opportunity to cure the deficiencies or to

submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the Vendor in accordance with the solicitor's Procurement Ordinance. The Vendor and its sureties (if any) shall be liable for any damage to the solicitor resulting from the Vendor's default of the Contract. This liability includes any increased costs incurred by the solicitor in completing Contract performance.

- (c) In the event of termination by the solicitor for any cause, the Vendor will have, in no event, any claim against the solicitor for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the solicitor the Vendor shall:
 - 1) Stop work on the date and to the extent specified.
Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
Transfer all work in process, completed work, and other materials related to the terminated work as directed by the solicitor.
 - 2) Continue and complete all parts of that work that have not been terminated.
- (d) If the Vendor's failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Vendor, the Contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.
- (e) Termination for Convenience: The solicitor, by written notice, may terminate this Contract, in whole or in part, when it is in the solicitor's interest. If this Contract is terminated, the solicitor shall be liable only for goods or services delivered and accepted. The solicitor Notice of Termination may provide the Vendor ninety (90) days prior notice before it becomes effective. A termination for convenience may apply to individual delivery orders, purchase orders or to the Contract in its entirety.

14. Unsatisfactory Work

If, at any time during the contract term, the service performed or work done by the Consultant is considered by the solicitor to create a condition that threatens the health, safety, or welfare of the community, the Consultant shall, on being notified by the solicitor, immediately correct such deficient service or work. In the event the Consultant fails, after notice, to correct the deficient service or work immediately, the solicitor shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Consultant. Notwithstanding the above, the solicitor reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the Consultant of the intention to cancel.

Additional FEMA Requirements.

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

- **Changes**
To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to

alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured

- **Access to Records.**

The following access to records requirements apply to this contract:

- a) The Consultant agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions
- b) The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c) The Consultant agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract

- **DHS Seal, Logo, and Flags**

The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

- **Compliance with Federal Law, Regulations, and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives

- **No Obligation by Federal Government.**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from the contract.

- **Program Fraud and False or Fraudulent Statements or Related Acts.**

The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract

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Section 4 – Special Conditions

This is an RFP issued by the Franklin Board of County Commissioners on behalf of the governmental entities: Franklin Board of County Commissioners, and the unincorporated areas.

PERIOD OF OFFER VALIDITY – Proposals offered in this RFP must remain firm for a period of ninety (90) days from the RFP opening date.

TERM OF CONTRACT – It is the intent of the County to enter into contract(s) for the approximate duration of two (2) years. This Contract may be renewed for one year after a written concurrence of both parties on any negotiated changes to the terms and specifications contained in the Contract.

AWARDS – Results from the evaluation committee will be considered by the Franklin County Board of County Commissioners at the earliest possible regular meeting subsequent to the evaluation process. This RFP is issued in accordance with and shall be governed by the provisions of the County's Purchasing Policy.

The Franklin County Board of County Commissioners reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more proposers; to reject any and all proposals, or to waive any informality or technicality in proposals received as deemed to be in the best interest of the County.

The County does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, Contract, bid or quote for purchase of services and goods by Franklin County.

QUALIFICATIONS – The County reserves the right to conduct an inspection of the proposer's facility and equipment prior to award of the RFP.

Qualified vendors shall have the machinery, manpower, experience and financial stability to complete the scope of work of this proposal. If you have other contracts similar to this, the contractor must ensure that adequate resources will be provided when a Notice to Proceed is given.

VENDOR'S PRODUCT OR SERVICES – The vendor's product (if applicable) delivered to the County shall be free of all liens, claims or encumbrances, and the vendor warrants that it has a clear title to the product being delivered.

If the vendor is contracted to provide services, such services shall be fully satisfactory to the County as determined by the County.

The vendor shall provide the County with any data, reports or other information as required and requested by the County to enable it to utilize the product or service furnished by the vendor.

In furnishing the service or product to the County, the vendor shall comply with all federal, state, and County laws, rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, bid or quote.

SUBCONTRACTORS – Proposers shall list all proposed subcontractors to be used, regardless of racial or gender grouping. Include names, addresses, phone numbers, type of work subcontracted (discipline, trade or commodity) and proposed percentage of work.

CODE OF CONDUCT – Vendors and their subcontractors or teaming partners, upon award, must provide and maintain a written code of standards governing the performance of their employees working on the projects or administering the contract. It shall be the sole responsibility of the “Prime Vendor” to maintain and provide a copy of sub or teaming partner’s codes of conduct to the Franklin Board of County Commissioners upon request.

SOCIOECONOMIC CONTRACTING – In compliance with 44 C.F.R. § 13.36 (e) the Franklin County Board of County Commissioners encourage small and minority firms, women’s business enterprises and labor surplus area firms to submit proposals. When “prime” vendors use subcontractors or teaming partners they must ensure that they adhere to 44 C.F.R. § 13.36 (e) and encourage the use of socioeconomic contracting. If subcontractors or teaming partners will be utilized, prime vendors must provide documentation of their attempt(s) to comply with the socioeconomic requirements of 44 C.F.R. when submitting a response to this RFP.

PERFORMANCE AND PAYMENT BOND – The Consultant shall furnish to the County, prior to the commencement of operations, a Performance and Payment Bond in an amount equal to the value established within an issued Work Order or Work Authorization, which bond shall be conditioned upon the successful completion of all work, labor, services, materials to be provided and furnished, and the payment of all subcontractors, materials and laborers. If the value of the contracted work increases, the Consultant shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value.

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Section 5 – Proposal Submittal and Requirements

Proposals shall include all of the information solicited in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluation of the proposal. 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.

Submittal of a Proposal shall constitute the Proposer's agreement and intent to follow and adhere to all statements, offerings and monetary incentives contained within this Proposal.

In conjunction with other material and information requested in the RFP, all proposers responding to this solicitation shall provide one (1) original, five (5) identical paper copies, and one (1) electronic copy in pdf format on CD and all attachments of the following in 8 ½" by 11" format, clearly legible, tabbed and spiral bound in the following order:

TABLE OF CONTENTS

TAB A – STATEMENT OF INTEREST AND INTRODUCTION

The responding firm (or the lead firm if sub-Consultants are proposed) will provide a letter, on letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal. If sub-Consultants are proposed, each sub-Consultant may elect to provide a similar letter, not exceeding one (1) page from each sub-Consultant.

TAB B – EXPERIENCE

List in detail previous five (5) years' experience of direct or relevant projects completed that are the same or similar to the magnitude for this RFP, including the name of the project, location, type and value, and project contact information. If deemed applicable, experience will be based on the principals of the proposing company and their prior company backgrounds to accommodate divestitures and acquisitions.

TAB C – FINANCIAL INFORMATION

All proposers shall be prepared to supply a financial statement upon request, preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be accepted.

TAB D – REFERENCES

Provide three (3) references (DO NOT include Franklin County) of the same or similar magnitude to this RFP request, including company name, contract person, phone number and e-mail address. Provide a short description of each project, to include the name of the project, location, type and value. Reference information must be current and verified by the proposer prior to submittal. If references cannot be reached using the information provided, proposer will receive 0 (zero) evaluation points for that reference.

TAB E – PROPOSAL MATRIX:

Provide a thorough description of the project approach and a list of costs associated with personnel (Form TAB F: Hourly Rate Schedule) with your proposal under Tab F. Please specifically identify any added value benefits (pro bono publico) related to debris monitoring, removal or planning that your firm will provide to the County.

TAB F – LICENSES

Include a copy of any and all professional licenses as required to perform the services described herein and of the professional licenses for each team member.

TAB G – INSURANCE

Attach evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Final forms must contain the correct solicitation and/or project number.

TAB H – REQUIRED DOCUMENTS

Include all required Franklin County forms. FAILURE TO PROVIDE ALL INFORMATION listed on each form may result in the rejection of your proposal, or a reduction in evaluation points. Required forms include:

- Proposal Submittal Checklist
- Proposer's Certification form
- Addendum Acknowledgement
- Drug Free Workplace
- Sworn Statement on Public Entity Crimes
- Affidavit of Non-Collusion and of Non-Interest of Franklin County Employee
- Professional References
- MWBE Participation Statement
- Vendor Information and W-9 Form
- Hourly Rate Schedule

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Section 6 – Evaluation of Proposals

EVALUATION CRITERIA

The proposals received will be evaluated based on the following criteria:

CRITERIA	WEIGHT
Project Approach (Methodology)	(25 points)
Experience on Similar Projects	(15 points)
Company/Firm/Key Principal Qualifications and Capabilities	(15 points)
Qualifications and Abilities of Professional Personnel	(15 points)
Client References for Similar Projects	(15 points)
Price	(10 points)
Quality of Submittal Package	(5 points)
TOTAL	100

RFP SCHEDULE – The following schedule is the PROPOSED schedule for evaluations. The County reserves the right to alter dates as needed.

Deadline for Proposal Questions	[09/10/2018 at 3:00pm EST]
Proposal Due Date	09/14/2018 at 3:00pm EST]
Selection Committee Meeting	[Date]
Shortlisted Firms Presentations/Discussions	[Date]

SELECTION PROCEDURE – The proposals received will be evaluated by qualified personnel of Franklin County. The Selection Committee shall be responsible for evaluating the qualifications and capabilities of proposers who have submitted proposals in response to the request for proposals. Committee evaluations shall be conducted in accordance with applicable Florida Public Records Laws, including F.S. 119. Evaluation may include such activity as is deemed appropriated by the Committee to verify the qualifications and capabilities of the proposers and their ability to furnish the required goods or services.

The Selection Committee shall review the Proposals and prepare by consensus a recommendation of award to the firm or firms it deems to be most qualified and capable to perform the required services.

The Selection Committee, at its discretion, may request oral, written or visual presentations from; conduct interviews with; or conduct visits to the office, facilities or projects of the Proposers it selects from among those submitting Proposals.

If the Selection Committee decides to entertain presentations or conduct interviews at a subsequent meeting, it shall set the date, place and time for that meeting, and then establish the order of

presentations or interviews before adjourning. The Clerk of Courts Office shall be responsible for notifying all firms of the meeting and order of presentations or interviews.

If no oral presentations or interviews are requested, the Selection Committee selection shall be based on its review and evaluation of qualified firms at its initial Committee meeting.

The evaluation of Proposer qualifications and capabilities shall include but not be limited to such factors as: experience; capabilities; past record; past performance; adequacy of personnel; ability of professional personnel; willingness and ability to meet time and budget requirements; recent, current and projected workload; location; approach to the project; ability to furnish the required services; volume of work previously awarded to each firm submitting qualifications; and such other factors as may be determined by the Evaluation Committee to be applicable to the particular requirements of the project for which the professional services have been requested.

At the conclusion of its evaluations, the Selection Committee shall report its recommendations and order of preference (final ranking) to the Board of County Commissioners.

PROPOSAL EVALUATION – Franklin County shall be the judge of its own best interests, the proposals, and the resulting Contract. An award may be made to the most responsive and responsible firm whose proposal is determined to be the most advantageous to Franklin County.

The governmental entities will consider as an important factor in the award, in addition to price, a demonstrated history of reliable and dependable service to similar users or demonstration of a long history of reliability and dependability for users with critical municipal needs similar to the governmental entities.

Franklin County reserves the right to consider historic information and fact, whether gained from the Proposer's proposal, question and answer conferences, references, and/or other sources in the evaluation process.

The County reserves the right to conduct investigations as deemed necessary by the County to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of Proposers, subcontractors, suppliers and other persons and organizations to perform and furnish the work in accordance with the Proposal documents.

It is the Proposer's sole responsibility to submit information related to the evaluation categories. Franklin County is under no obligation to solicit such information if the proposer fails to include it within their proposal submittal. Failure to provide requested information may result in the rejection of the proposal, or a deduction in evaluation points at the sole discretion of the evaluation committee.

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Section 7 – Scope of Services

PROJECT DESCRIPTION – This is an RFP issued by the Franklin Board of County Commissioners on behalf of the governmental entities: Franklin Board of County Commissioners, Franklin County, and the following unincorporated areas: Lanark Village, Bald Point, Alligator Point, and St. Theresa, and census designated areas of Eastpoint and St. George Island.

Franklin County is seeking proposals for Disaster Debris Monitoring Services and Fixed Site Monitoring Services to assist the County with disaster debris monitoring services.

This solicitation will result in the selection of at least one experienced firm to perform monitoring functions on the removal and lawful disposal of disaster-generated debris (other than household putrescible garbage) from public property and public right-of-ways, on site and at Temporary Debris Staging and Reduction Sites (TDSRS) within Franklin County immediately after a hurricane or other disaster.

The objective of the RFP and subsequent contracting activity is to secure the services of an experienced monitoring Consultant who is capable of efficiently overseeing and monitoring the removal of large volumes of disaster-generated debris from a large area in a timely and cost-effective manner and ensuring the lawful disposal of all debris. The successful Consultant must be capable of assembling, directing, and managing a work force that can complete the debris monitoring operations in a maximum of 120 days. The selected Consultant will be expected to meet the accelerated debris removal timeframes outlined by FEMA in the Sandy Recovery Improvement Act, whenever possible. Consultant's personnel must be familiar with debris removal eligibility criteria outlined in the FEMA Public Assistance Program and Policy Guide.

The successful Consultant must be knowledgeable in Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), and other applicable regulations, guidelines and operating policies. The successful Consultant will support the County during a disaster recovery effort and will be responsible for all aspects of the debris monitoring process. The selected Consultant shall coordinate with the disaster debris removal Consultant(s) and the County to ensure a compliant, well-managed and organized approach to debris collection and disposal within FEMA guidelines.

The selected Consultant will oversee the debris removal and monitoring processes utilizing the following rules and regulations as guidance:

- The Stafford Act, Section 407
- The Stafford Act, Section 406
- 44 CFR § 206.224
- FEMA Public Assistance Program and Policy Guide (FP-104-009-2/January 2018)

ACTIVATION – When a major disaster occurs or is imminent, the County will contact the Consultant to advise them of the intent to activate the contract. Monitoring Services will generally be limited to monitoring of debris in, upon, or brought to public streets and roads, right-of-ways, municipal properties and facilities, and other public sites.

In preparation for an imminent hurricane strike, and/or other natural disaster, monitoring crews may be asked to stage outside the strike area. In this case, the monitoring Consultant should be prepared to respond immediately after tropical sustained winds are below 40 mph in Franklin County.

SELECTION AND MOBILIZATION – The Consultant will be selected based on experience, methodology, availability and price. The Consultant will also begin coordination with the Debris Removal Consultant and Emergency Management personnel.

Written notification will allow the Consultant to begin pre-storm preparations and allow the immediate response once the recovery begins. The Consultant shall have a maximum of 48 hours from delivery of notification by the County to mobilize and begin their response. Notification will be made in writing via email and via telephone. Failure to mobilize in the allowed time may result in the selection of another Consultant.

The Consultant will be responsible for determining the method and manner of Monitoring Services and lawful disposal operations. Disposal of debris will be at the Franklin County's or the Consultant's approved temporary debris management sites or landfill sites. The Consultant will be responsible for overseeing the lawful disposal of all debris and debris reduction by-products generated at all debris management sites.

PRE-EVENT ASSISTANCE – The Consultant will provide pre-event assistance in preparation for disasters through participation in meetings and workshops and the establishment of data management and other integrated systems. The Consultant will, at no cost to the County:

- Provide County full-time personnel with a half-day debris management training session. Training program must, at a minimum, meet the training requirement for debris monitors as outlined by current FEMA debris management guidance.
- Provide a list of key personnel and subcontractors that may be involved in the disaster debris monitoring activities to include facsimile, cell phone numbers, and e-mail addresses.
- Participate in annual workshop or planning meetings with County representative and debris hauling and disposal Consultant(s) to establish/review applicable policies and procedures.
- The scope of services to be provided includes Debris Monitoring and Administration, Debris Assessment, Collection Monitoring/Logs, Load Ticket Processing and Reconciliation, DMS monitoring, Debris Vehicle and Equipment Certification, Damage Complaint Tracking, Issue Log Tracking, Data Compilation and Reporting, Debris Consultant Payment Monitoring and Reconciliation Processing, Category A and B Public Assistance Support, Reporting and Coordinating with the COUNTY's Project Manager, and other related services as outlined in this Scope of Services, and as directed by the County.

DEBRIS MONITORING AND ADMINISTRATION

- A. The Consultant will provide debris monitors and debris monitoring services to assist the County with monitoring the operations of the disaster debris removal and disposal Consultant(s). The debris monitoring services to be provided are debris Consultant compliance monitoring and oversight, not professional engineering services. The County will provide a Project Manager to work directly with the Debris Collection Consultant and the Consultant. The County will provide debris management site(s) (DMS) for disposal of the storm debris.
- B. The Consultant shall appoint a qualified and experienced Project Manager for overall coordination and communication with the County. The Project Manager shall remain on the job and available to the County at all times during the operational phases of the debris collection and disposal project. Consultant shall supply sufficient number of trained debris monitors and trained field supervisors to accommodate the volume of debris to be removed at loading sites and debris management sites or final disposal sites. Consultant shall remove and replace employees immediately upon notice from the County Debris Project Manager for conduct or actions not in keeping with the Agreement.

C. Examples of project management and administrative responsibilities include but are not limited to:

- Coordinate daily briefings with key operational staff, County staff and debris management Consultant(s) to review, formulate and update debris assessment and removal operations and strategies. Schedule, manage and conduct periodic meetings with field staff and Consultants. Meetings shall be scheduled so that they will not impede, hinder nor delay the debris management Consultant(s) and the debris management operation.
- Provide a daily report of debris Consultant crew assignments, working locations, number of trucks assigned, total loads, cubic yards collected by debris type, an updated map of streets where debris is collected, and other key operational statistics to the County's Project Manager or designee.
- Coordinate daily scheduling, dispatching and logistical operations of the field collection monitors.
- Hire, train, deploy and supervise all field collection monitors and staff.
- Conduct debris surveys and perform debris estimation by debris types as requested by the County.
- Maintain accurate records of all debris collection vehicles, including the measurements of the inside of the useable bed space, photographs, license information, vehicle identification decal issuance and regular monitoring for vehicle modifications.
- Track and coordinate responses to problems identified in the field, citizen complaints related to debris removal, including commercial and/or residential property damage claims as a result of debris removal. Consultant shall maintain a detailed GIS database of customer complaints and resolutions.
- Make all reasonable efforts to ensure that DMS have access control and security. Conduct end of the day duties and verify that all vehicles have left the DMS at the specified time established by the County.
- Make all reasonable efforts to ensure the field collection monitors are accurately recording the streets and locations where debris was collected.
- Schedule work for all team members and sub-Consultants on a daily basis.
- Conduct inspections on a regular, predetermined and random basis. Make all reasonable efforts to ensure the appropriate frequency of oversight is performed for all work crews, vehicles and locations.
- Monitor the debris removal Consultant(s) and DMS(s) for compliance with their contract with the County.
- Provide training to County staff in essential debris management and collection functions to ensure appropriate and responsive interface with disaster debris collection Consultant(s), County, state and federal agencies.
- Develop forms, databases, etc. for tracking field activities, and submitting invoices for reimbursement, etc.
- Daily personnel tracking sheets (field reports) shall be maintained for all Consultant personnel assigned to the project.
- Set up schedules for monitors each day and coordinate cleanup crew assignments. Survey and maintain list of areas with special needs, including but not limited to, hazardous stumps, trees, hangers/leaners, debris types, and other potential problems.
- Prepare daily and periodic tracking reports to support debris removal, DMS operations and final debris disposal for audit purposes. Maintain a database of debris managed, costs incurred and reconcile debris collection and Consultant invoices.
- Compile records and assist the County with the preparation of required forms for reimbursement.
- If requested by the County, provide call center operators to receive and process calls from customers with disaster debris collection concerns within Franklin County.

- D. In order to obtain maximum reimbursement, all debris loads shall be monitored in the field by collection monitors to assure debris eligibility. The Consultant shall provide fully trained collection monitors to assure proper and compliant documentation protocols are instituted and followed. The Consultant shall provide a field quality control team consisting of one field collection monitor per debris removal crew and at least one field supervisor for every five monitors unless otherwise approved by the County. This team will monitor the debris Consultants for contract compliance, efficiency and regulatory compliance. The team shall provide daily feedback to the County through their Project Manager. All field team members shall be equipped with the state-of-the-art technology, which shall include cameras, computers, communication devices with GPS, and other equipment as deemed necessary and/or appropriate.
- E. The Consultant will establish a Quality Control Program. Examples of collection monitoring quality control tasks include, but are not limited to, the following:
- Verifying that all debris picked up is a direct result of the disaster.
 - Accurately recording the addresses, streets and locations where debris was collected.
 - Verifying that the debris collection Consultant(s) are working in their assigned collection areas and roads.
 - Consultant shall stop work in progress immediately for improper monitoring documentation or work not being performed in the approved manner. The Consultant shall immediately notify the County's Project Manager to review matter and provide final resolution.
 - Inspecting work in progress to assure that removal efforts include debris of the proper type in the proper areas.
 - Assuring compliance with County contracts by all debris Consultants and debris subcontractors.
 - Identifying eligible stumps, hangers and leaners. Coordinating with the County and federal/state representatives for eligibility determination and assure documentation (forms, photos, etc) are completed for reimbursement purposes as may be required by FEMA.
 - Making all reasonable efforts to ensure that its employees and its subcontractor(s) are working in compliance with all federal, state, local safety regulations appropriate for the task being performed.
 - Coordinating with the COUNTY to respond to problems in the field, such as property damage complaints, debris crew issues, other customer complaints, etc. The Consultant shall maintain a detailed database of customer complaints and resolutions. Property damage complaints must be tracked using a GIS.
 - Neither the services performed by the Consultant under this Agreement nor the presence of Consultant nor shall its employees nor subcontractors at any site in performance of its services relieve debris removal Consultant or their subcontractors, the COUNTY or any other entity of their obligations duties and responsibilities with respect to job site safety. Consultant has no authority to exercise any control over the debris Consultant or their subcontractors, the County or any other entity in connection with any health or safety precautions. Consultant shall have no responsibility for, advice on, or to issue directions regarding or assume control over safety precautions and programs in connection with the services performed by debris removal Consultant or their subcontractors or any other entity except to the extent relating to Consultant's employees.
- F. AUTOMATED DEBRIS MANAGEMENT SYSTEM (ADMS). The electronic debris management system shall at a minimum create load tickets electronically eliminating the need for hand written and scanned tickets. The system features shall include the following:

- Paperless electronic (handheld device) data collection
- Database will be internet accessible to subcontractors, COUNTY, state, and other public entities on a need to know basis.
- Minimal manual entry of load ticket data fields.
- Automation of debris pickup location thru use of GPS technologies.
- Evaluation of daily event status using web-based reporting and GIS tools.
- Coordination of Consultant invoice reconciliation, FEMA documentation and applicant payment process enabled thru an integrated database management system.

G. DEBRIS VEHICLE & EQUIPMENT CERTIFICATION - All debris hauling vehicles and equipment shall be measured and certified prior to performing debris removal. The Consultant shall complete a certification on each vehicle deemed appropriate for collection. In addition to completing vehicle certification forms, photographs must be taken of each vehicle showing the vehicle number and type of vehicle. These photographs shall be attached with the certification. Original copies of these certifications, including photographs, shall be retained by the Consultant on behalf of the COUNTY and provided to the County upon their request or project completion. Additional copies shall be provided to the debris removal Consultant and the vehicle driver. Once these vehicles are certified, random verifications shall be performed at each DMS to assure that no vehicle modifications have been made and to confirm data accuracy. The Consultant shall measure the volume to the nearest cubic yard of usable space for each debris collection vehicle. The Consultant shall complete the County Vehicle Certification Form provided for each vehicle. The original Vehicle Certification Form shall be delivered to the County Project Manager or designee. The County Vehicle Certification Form will have the following information:

- Vehicle make, model
- Length
- Width
- Height
- Volume in cubic yards
- Tag number of vehicle
- VIN number of vehicle
- Vehicle type
- Driver of vehicle name
- Sub-Consultant representative name
- Certification monitor name certifying vehicle
- Date
- Vehicle certification number

When a certification monitor signs a vehicle certification, he/she is certifying that to the best of his/her knowledge and belief, the information is complete and correct. The certification monitor shall not sign or accept any partially completed information. The Consultant's Project Manager or designee shall review all truck certification forms with the debris Consultant to assure completeness and accuracy of each form before forwarding to the County's Project Manager or designee.

H. The Consultant shall provide the County's Project Manager and the debris Consultant(s) with daily Disaster Debris Status Reports. Each daily report shall contain the following:

- Overview of daily activities including status of damage complaints
- Cumulative debris totals by debris site
- Cumulative debris totals by day
- Summary of monthly debris removal efforts (cumulative and by debris site)
- Summary of mulch removal efforts (cumulative and by debris site)
- Summary of mixed/construction & demolition removal efforts (cumulative and by debris site)
- Stump volume by site
- DMS status
- Labor force report
- Debris site processing equipment summary

This reporting is due no later than 12:00 noon the following business day or as requested by the County.

- I. The Consultant will provide Fixed Site Debris Monitors and Field Debris Monitors and Debris Monitoring Supervision and Management to assist the County with removal services related to hurricanes and/or other natural disaster(s). The services to be provided are contract compliance supervision and inspection, not professional engineering services. At a minimum, the Consultant will provide qualified people who can perform the following roles:

1. **FIXED SITE DEBRIS MONITORS** – Consultant shall provide personnel to oversee the inspection of the disposal or unloading sites by providing the monitoring, verification of load capacity, and documentation at designated temporary disposal sites.

Services include:

- Provide disposal site monitors and inspectors personnel
- Complete record of contract haulers' cubic yardage and other record keeping as may be needed on the provided load ticket
- Initial each load ticket before permitting truck to proceed from the check-in area to the tipping area
- Remain in contact with debris management/dispatch center or supervisor
- Perform other duties as directed by the dispatch/staging operation, debris management project manager, or designated County personnel
- Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards; document and record measurements and computations.

2. **FIELD DEBRIS MONITORS** – Consultant shall provide roving on-site, street-level work area inspections of debris cleanup and collection.

Services include:

- Provide loading site (field) monitors to inspect and control debris collection utilizing manifest load tickets
- Provide field monitor personnel at designated areas to check and verify information on debris removal
- Monitor collection activity of trucks
- Issue manifest load tickets at loading site for each load

- Check the area for safety considerations such as – downed power lines, children playing in area, are traffic control needs met, are trucks and equipment being operated safely
- Ensure Freon containing appliances are sorted and ready for Freon removal on site or separate transport for Freon removal before final disposal
- Should damages occur to utility components, driveways, road surfaces, private property, vehicles, etc. document the damage with photos if possible, collect information about owner, circumstances of the damage (who, what, when, where) and report to your supervisor
- Ensure the work area is clear of debris to the specified level before equipment moves to a new loading area
- Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards; document and record measurements and computations
- Properly monitor and record performance and productivity of debris removal crew
- Remain in constant contact with debris management/dispatch center or supervisor
- Ensure that loads are contained properly before leaving the loading area
- Ensure only eligible debris is collected for loading and hauling
- Ensure only debris from approved public areas is loaded for removal
- Photographically document hazardous trees (leaners and hangers)
- Verify that all trucks leaving the site have been completely emptied of all debris from the trucks
- Perform other duties from time to time as directed by the debris management project manager or designated County debris management personnel.

3. SENIOR TECHNICIAN/FIELD SUPERVISOR – Consultant shall provide a Senior Technician/Field Supervisor to oversee debris monitoring activities in the field.

Services include:

- Oversight and supervision of field activity
- Schedule monitoring resources and deployment timing
- Communication with County personnel
- Make suggestions to improve the efficiency of collection and removal of debris
- Coordinate daily activities and future planning
- Remain in contact with debris management/dispatch center or supervisor
- Identify, address, and troubleshoot any questions or problems that could impact work area safety and eligibility
- Compile operational reports
- Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards; document and record measurements and computations.

4. SUPERVISING MONITORS – Consultant shall provide supervising monitors to coordinate actions of field and TDMS monitors. A minimum of two DMS monitors are required per debris site.

Services include:

- Coordination of daily operations with Debris Management Consultants
- Coordination of logistics of the DMS to assure efficient traffic flow and proper handling of load tickets that record FEMA data (such as vehicle volume, type of waste, etc.).

- Observation of vehicles entering and exiting the DMS and make reasonable efforts to ensure that vehicles are in compliance with their truck certifications (e.g., side boards in place, full tailgate, etc.).
 - Calibration of debris vehicle load determinations with the FEMA monitors (DMS monitors are expected to provide volume determination consistent with FEMA).
 - Keeping accurate records of debris vehicles, cubic yard volume determinations, time in and out, number of loads per day and other data as requested by COUNTY.
 - Coordinating with local, state and federal agencies as needed for DMS on issues such as notification, obtaining permits, determining reimbursement, etc.
 - Providing preliminary assessment and documentation of DMS and assist in return of site to original conditions.
 - Providing personnel to supervise the operation of DMS including monitoring incoming loads of debris, processing of debris and outgoing loads of processed debris.
 - Conducting end of day activities, such as verifying completion of debris crew assignments, completing all record keeping, and assuring that all vehicles have left the DMS.
 - Verification of debris eligibility, including photographic documentation of hazardous trees (leaners and hangers)
 - Review damage reports
 - Resolve complaints
 - Compile all necessary reports.
5. DATA MANAGER – Consultant shall provide a data manager to oversee the processing of load ticket information, including QA/QC aspects that ensure documentation is maintained in accordance with all federal, state and local requirements. This may involve use of electronic monitoring equipment or other approached as approved by the County. The electronic Ticket Manager would oversee such data functions.
6. COST RECOVERY SPECIALIST – Consultant shall provide a cost recovery specialist to work hand-in-hand with County personnel, or their designee, to develop project worksheets for all Category A expenses and documentation.
7. GENERAL SERVICES TO BE PROVIDED BY THE MONITORING CONSULTANT:

(a) Pre-event

The pre-event services performed by the Consultant may include:

- Debris Management Plan and Standard Operating Procedures updates
- Inter-agency cooperative exercises and training
- FEMA/FHWA guidance and policy
- Review TDMS
- Debris management Consultant bid preparation and review.

(b) Post-event

The listed services performed by the Consultant must include:

- Contract administration

- Debris estimates
- Perform oversight for road clearance and debris loading by debris management Consultants
- Provide TDMS monitoring at various locations, including sites that handle materials from multiple Consultants and or monitoring firms
- Environmental assessment of TDMS
- Truck certification
- TDMS monitoring accommodating multiple municipalities/agencies
- Quality assurance and quality control of all documentation pertaining to debris management monitoring
- Safety procedures are outlined and followed
- Assist the County in responding to public inquiries
- Provide technical advice to the County
- Be available to address questions from FEMA and FHWA both during and after services have been performed
- Provide assistance with FEMA Category A expense worksheets and other submittals, audits, appeals and associated processes, as needed, until final file closeout regarding each individual disaster event
- Review and validate Debris Management Consultant(s) invoices prior to submission to the County for processing.

J. PAYMENT MONITORING AND RECONCILIATION PROCESS - The Consultant shall review, validate and reconcile debris management Consultant(s) invoices prior to submission to the County for processing. The Consultant shall conduct a meeting at the beginning of the debris management operation to fully explain the process to the County and debris Consultant(s) representatives. All invoices from the debris Consultant(s) shall be directed to the Consultant. Within seven (7) calendar days of receipt, the invoices shall be reviewed by the Consultant to be accepted or rejected. The Consultant shall issue in writing to the County and the debris Consultant, the acceptance or rejection of the invoices and a payment recommendation. If the invoice is rejected, the monitoring Consultant shall clearly state the reasons for rejection and work with the debris Consultant to resolve immediately. Billing invoices will be submitted weekly by end of week so that verification and reconciliation can be performed.

K. The Consultant shall provide appropriate staff to assist with damage complaints resulting from the debris removal. Complaints shall be tracked and forwarded to the project management team to be resolved with the debris Consultant(s). A weekly log of such complaints and their resolution shall be provided to the County's Project Manager. Upon request of the County, the Consultant may also be called upon to provide appropriate staffing of a customer call center to assist with public telephone inquiries, concerns and complaints regarding debris removal operations.

L. OTHER RELATED SERVICES

1. Event Closure - The Consultant shall assist the County in preparing final reports necessary for reimbursement by FEMA, FHWA and other applicable agencies for disaster recovery efforts by County staff and designated debris management Consultants. The Consultant shall assist in reviewing and processing requests for payment by the debris management Consultant(s).

2. Federal Funding - To ensure that processing of federal funding is acquired as quickly as possible, the following information and its accuracy is the responsibility of the awarded Consultant:
 - Review/reconciliation of debris Consultant invoices and payment recommendation letter
 - Monitoring and Collection information (reports, logs, etc.)
 - Project Status Reports
 - Completed Load tickets
 - Photographs of Debris Collections
 - Tipping Fee Receipts
 - Consultant invoices
 - Review of debris Consultant equipment hours of operation
 - Vehicle certifications
 - Start and end dates of the first debris removal pass and all subsequent passes
 - Timesheets of all subcontractors to support debris monitoring invoices
3. Compliance - The Consultant shall provide professional oversight to monitor compliance with local, state and federal regulations. The Consultant shall stay current with FEMA and FHWA policies and procedures and notify the County's Project Manager immediately as changes occur.

DELIVERABLES – At a minimum, the following deliverables must be provided to the County at the completion of the event response effort. However, deliverables shall in no way be limited to the following list. At its sole discretion, the County may add and/or delete deliverables to meet the needs of the County, State, or FEMA. All deliverables will be submitted both electronically, in a format specified by the Contract Administrator and by hard copy on paper. The minimum deliverables to be provided include:

- (a) A log of damages reported, damage corrections and releases for work by either the property owner of the County
- (b) Original load tickets, boxed, bound by date and sorted by ticket number
- (c) Electronic ticket logs including information from ticket
- (d) Daily tower logs
- (e) Daily logs with list of all personnel with signatures and initials
- (f) Binder(s) with damage reports, completed repairs, and releases (if applicable)
- (g) Binders with issues and final resolution
- (h) Map books boxed by pass with daily logs
- (i) List of tickets issued by monitors, and list of lost/voided tickets
- (j) Each Ineligible debris pile will be tagged, in a format approved by the County, and a list compiled and submitted to the County
- (k) Operational Reports shall be prepared by the Consultant and submitted to the County throughout the duration of the recovery operations. The reports shall document the Debris Management Consultant's activities and progress from the previous day and shall be submitted no later than 4 hours after the end of an operational period to the Contract Administrator or designee. Each report shall contain the following minimum information:
 - i. Correct and accurately completed load tickets consistent with all reporting documents
 - ii. The times of operation of all debris loading trucks
 - iii. Reports, maps and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, time to completion and daily cumulative cubic yards of debris removed, processed and hauled.

- (I) A Final Report prepared by the Consultant and submitted to the Contract Administrator within thirty (30) days of completion of the recovery operations. (Recovery Operations include closure and remediation of TDMS and conclusions of all related operations.) At a minimum, this report will include a discussion of disaster response requirements and results and recommendations for future disaster responses.

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Section 8 – Required Forms

PROPOSAL SUBMITTAL CHECKLIST

_____ Proposer's Certification

_____ Addendum Acknowledgement

_____ Drug-Free Workplace Certificate

_____ Sworn Statement Pursuant to Section 287.133 (3)(a) F.S. in Public Entity Crimes

_____ Affidavit of Non-Collusion

_____ Professional References

_____ MWBE Participation Statement

_____ Vendor Information

_____ W-9 Form

_____ Hourly Rate Schedule

Submission of one (1) original marked "ORIGINAL", five (5) identical paper copies, and one (1) electronic copy in pdf format on CD.

BY:

Bidder

(Authorized Signature)

(Date)

(Print Name)

This document must be completed and returned with your Submittal

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposals, Instructions to Proposers, General and/or Special Conditions, Specifications, RFP Proposal and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Proposal at the prices or rates as finally negotiated. I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the County adequate time to evaluate the proposal. Furthermore, I agree to abide by all conditions of the proposal.

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

I further certify that this RFP is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a RFP for the same product or service; no officer, employee or agent of the Franklin County Board of County Commissioners or of any other proposer interested in said RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFP.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE RFP IS SUBMITTED:

Please check one: ☐ I take NO exceptions. ☐ Exceptions:

NAME OF BUSINESS	MAILING ADDRESS
AUTHORIZED SIGNATURE	CITY, STATE & ZIP CODE
NAME, TITLE, TYPED	TELEPHONE NUMBER / FAX NUMBER
FEDERAL IDENTIFICATION #	E-MAIL ADDRESS

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of ___, 20___ by _____, who is personally known to me or who has produced as identification and who did take an oath.

My Commission Expires:

Notary Public

This document must be completed and returned with your Submittal

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined this Request for Proposal (RFP) which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the proposal.

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

(Authorized Signature)

(Date)

(Print Name)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of __, 20__ by _____, who is personally known to me or who has produced as identification and who did take an oath.

My Commission Expires:

Notary Public

This document must be completed and returned with your Submittal

DRUG FREE WORKPLACE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,
(print or type name of firm) _____

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Workplace named above and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.
- "As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

(Authorized Signature)

(Date)

(Print Name)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of __, 20__ by _____, who is personally known to me or who has produced as identification and who did take an oath.

My Commission Expires:

Notary Public

This document must be completed and returned with your Submittal

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

Before me, the undersigned County, personally appeared _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of Offeror or business) is _____.
2. My relationship to _____ (name of Offeror or business) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or Consultant, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or Consultant, nor any affiliate of the Offeror or Consultant has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or Consultant, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or Consultant who is active in the management of the Offeror or Consultant or an affiliate of the Offeror or Consultant. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

(Authorized Signature)

(Date)

(Print Name)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this__day of__, 20____by _____, who is personally known to me or who has produced as identification and who did take an oath.

My Commission Expires:

Notary Public

This document must be completed and returned with your Submittal

AFFIDAVIT OF NON-COLLUSION AND OF NON-INTEREST OF FRANKLIN COUNTY EMPLOYEES

_____, * being first duly sworn, deposes and says that he (it) is the Offeror in the above proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the Franklin County Board of County Commissioners or of any other Offeror is interested in said proposal; and that affiant makes the above proposal with no past or present collusion with any other person, firm or corporation.

(Authorized Signature)

(Date)

(Print Name)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of __, 20__ by _____, who
is personally known to me or who has produced as identification and who did take an oath.

My Commission Expires:

Notary Public

*NOTICE: State name of Offeror followed by name of authorized individual (and title) that is signing as Affiant.
If Offeror is an individual, state name of Offeror only.

This document must be completed and returned with your Submittal

PROFESSIONAL REFERENCES

Please provide three (3) current and correct references from clients for similar services.

1. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

2. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

3. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

This document must be completed and returned with your Submittal

MWBE PARTICIPATION STATEMENT

Note: The Consultant is required to complete the following information and submit this form with the proposal.

Project Description: _____

Consultant Name: _____

This Consultant (is____) (is not__) a certified small or Minority or Woman Owned Business Enterprise (MWBE) per 44 C.F.R. § 13.36 (e).

Expected percentage of contract fees to be subcontracted to MWBE(s):_____%

If the intention is to subcontract a portion of the contract fees to MWBE(s), the proposed MWBE sub-Consultants are as follows:

DBE Sub-Consultant	Type of Work/Commodity
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(Authorized Signature)

(Date)

(Print Name)

This document must be completed and returned with your Submittal

VENDOR INFORMATION

(Please attach a current W9 Form)

Name of Individual or Business Name:

Parent Company Name (if different than above):

Taxpayer Identification Number (TIN): _____

Vendor is:

() Corporation

() Partnership

() Sole Proprietorship

() Other _____ (Explain)

Permanent Residence/Corporate Office Address:

Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____

E-mail _____

Payment Address (if different from above):

Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____

E-mail _____

Purchase Order Address (if different from above):

Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____

E-mail _____

This document must be completed and returned with your Submittal

Form W-9 (Rev. January 2011) Department of the Treasury Internal Revenue Service	<h2 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h2>	Give Form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) =	
	<input type="checkbox"/> Other (see instructions) =	
	Address (number, street, and apt. or suite no.) City, state, and ZIP code List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person =	Date =
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

This document must be completed and returned with your Submittal

HOURLY RATE SCHEDULE

NAME OF BUSINESS: _____

CONTACT PERSON: _____

EMAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

The hourly rates shall include all cost including applicable overhead and profit, lodging, meals, transportation, rentals, safety gear, telephone costs, cameras, GPS devices and other incidentals.

	<u>POSITIONS</u>	<u>HOURLY RATES*</u>	<u>HOURS**</u>	<u>TOTAL</u>
1.	Project Manager	\$ -		\$ -
2.	Data Manager	\$ -		\$ -
3.	Cost Recovery Specialist	\$ -		\$ -
4.	Field Supervisors	\$ -		\$ -
5.	Fixed Site Monitors	\$ -		\$ -
6.	Environmental Specialist	\$ -		\$ -
7.	GIS Specialist	\$ -		\$ -
8.	Supervising Monitors	\$ -		\$ -
9.	Billing/Invoice Analysts	\$ -		\$ -
10	Administrative Assistants	\$ -		\$ -
11.	Field Monitors	\$ -		\$ -
TOTAL (Items 1-11)				\$ -

*Any overtime will be billed at the Hourly Rate times 1.5. Overtime is not to be included in the rates above.

**These hours are not intended to represent the actual contract amount but are an estimated representation of a typical work week. The actual contract value will be negotiated with the successful proposing agency prior to issuance of the notice to proceed for each event.

This document must be completed and returned with your Submittal

Section 9- Sample Contract

This is a non-exclusive contract **Agreement** effective as of June 7, 2016 between **Franklin County, FL** [COUNTY], having its principal office at 33 Market Street room 203, Apalachicola, FL, 32320 and [Vendor Name], LLC, a corporation chartered under the laws of the State of Florida, having its principal place of business at 22 South Links Avenue, Suite 200, Sarasota, FL 34236.

The COUNTY requires the services of a qualified firm to perform certain professional services for the COUNTY's projects at various locations within the COUNTY limits.

The COUNTY intends to engage [Vendor Name] to perform certain professional services related to Disaster Debris Monitoring and Technical Assistance services related to the implementation and administration of FEMA Public Assistance Category A and Category B programs [Assignment] and [Vendor Name] has the expertise and has a thorough knowledge of such services.

The Assignment will have the following characteristics: On an as-needed basis, the COUNTY will issue Task Orders to [Vendor Name] describing the work required under this Agreement. In response, [Vendor Name] will prepare a scope of work and cost estimate which shall become part of the Task Order upon execution by both parties. Franklin County has multiple debris monitoring contracts for the performance of the services set forth in this Agreement. Franklin County reserves the right to determine which one, or more, Agreement(s) it will issue Task Orders to in the event of storm damage in Franklin County which qualifies for the services set forth herein. [Vendor Name] acknowledges and understands that in the event of a FEMA Public Assistance Category A and Category B programs in Franklin County, Florida, that Franklin County reserves the exclusive right to select which one or more debris monitoring Consultants it has under contract. The execution of this Agreement does not guarantee [Vendor Name] will be selected to perform the services set forth herein.

In consideration of the mutual promises herein, [Vendor Name] and the COUNTY agree that the terms and conditions of this Agreement are the following:

1. BASIC SERVICES

Scope. [Vendor Name] shall provide the Basic Services as described in [Vendor Name] Debris Monitoring Proposal, the Scope of Work and the individual Task Orders authorized in writing by the COUNTY. A sample Task Order form is provided in Schedule A. The Scope of Work is provided in Schedule B and the [Vendor Name] Proposal is provided in Schedule C. The Task Order format may be modified from time to time. [Vendor Name] will utilize local residents to the greatest extent practicable depending upon project specific conditions. [Vendor Name] obligations under this Agreement are solely for the benefit of the COUNTY and no other party is intended to benefit or have rights hereunder.

- 1.1. **Standard of Care.** [Vendor Name] shall perform the professional services under this Agreement at the level customary for competent and prudent professionals performing such services at the time and place where the services are provided [Standard of Care]. These services will be provided by debris management Consultants and other professionals and individuals skilled in other technical disciplines, as appropriate.
- 1.2. **Instruments of Service.** [Vendor Name] is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all instruments of its services including designs, drawings, specifications, reports [collectively called **Service Instruments**] and other services provided under this Agreement.
- 1.3. **End-Users Software License.** RESERVED
- 1.4. **Applicable Codes.** The Service Instruments will conform to the generally accepted codes and regulations applicable to the Project at the time of performance.
- 1.5. **Subcontractors.** Any subcontractors and outside associates or Consultants to be engaged by [Vendor Name] under this Agreement are limited to those identified in executed Task Orders or as the COUNTY specifically approves during the performance of a Task Order.

- 1.6. **Title to Hazardous Materials.** The COUNTY and [Vendor Name] agree that title to all types of hazardous or toxic wastes, materials, or substances originating at or removed from the Site will remain in and with the COUNTY.
- 1.7. **Transportation or Disposal of Hazardous Materials.** The COUNTY further agrees that, if this Agreement requires the containerization, transportation, or disposal of any hazardous or toxic wastes, materials or substances, [Vendor Name] is not, and has no authority to act as a generator, arranger, transporter, or disposer of any hazardous or toxic wastes, materials or substances that may be found or identified on, at, or around COUNTY's premises. In this regard, the COUNTY and [Vendor Name] agree as follows:
 - 1.7.1. [Vendor Name] may assist the COUNTY in obtaining the services of licensed hazardous materials Consultants for the transportation and disposal of all hazardous or toxic wastes, materials or substances. [Vendor Name] shall not contract directly for these services.
 - 1.7.2. It is understood by both the COUNTY and [Vendor Name] that the COUNTY will provide all required hazardous or toxic wastes, materials or substance generator numbers, signed manifests, storage and treatment permits, and any permits or licenses required by local, state, or federal laws or regulations for the generation, transportation, storage, treatment and/or disposal of any hazardous or toxic wastes, materials or substances.

2. ADDITIONAL SERVICES

- 2.1. **Scope.** [Vendor Name] will provide the **Additional Services** when authorized by the COUNTY in writing in a Task Order or amendment to a Task Order.

3. COUNTY'S RESPONSIBILITIES

Unless stated otherwise in Section 8 or in individual Task Orders, the COUNTY shall do the following in a timely manner:

- 3.1. **The COUNTY's Representative.** Designate a representative having authority to give instructions, receive information, define the COUNTY's policies, and make decisions with respect to individual Task Orders.
- 3.2. **Project Criteria.** Provide criteria and information as to the COUNTY's requirements for a Task Order, including design objectives and constraints, space, capacity, scope of work, task assignments, and performance requirements, and any budgetary limitations to the extent known to the COUNTY.
- 3.3. **Data.** Provide all available information, including previous reports and any other data in the possession of the COUNTY relevant to a Task order.
- 3.4. **Access.** Arrange for [Vendor Name] to enter upon public property as necessary.
- 3.5. **Review.** Respond to [Vendor Name] 's request for decisions or determinations.
- 3.6. **Meetings.** Hold or arrange to hold meetings required to assist in the work required by a Task Order.
- 3.7. **Project Developments.** Give prompt written notice to [Vendor Name] whenever the COUNTY observes or otherwise becomes aware of any development that affects the scope or timing of [Vendor Name] 's services.

4. PERIODS OF SERVICE

- 4.1. **Time of Performance.** Sections 4 and 5 anticipate the orderly and continuous progress of Task Orders through completion of each Task Order's scope of work.
- 4.2. **Start of Performance.** [Vendor Name] will start the Services described in each Task Order upon authorization by the COUNTY. If the COUNTY gives authorization before signing a Task Order, [Vendor Name] shall be paid as if the services had been performed after both parties signed the Task Order. Task orders will only be valid if signed by the COUNTY's authorized representative.
- 4.3. **Force Majeure.** If a force, event, or circumstance beyond [Vendor Name] 's control interrupts or delays [Vendor Name] 's performance, the time of performance shall be equitably adjusted.
- 4.4. **Term.** This Agreement shall be in effect for two (2) years from date of execution, with an option for a one (1) year renewal.

5. COMPENSATION

- 5.1. **[Vendor Name] 's Services.** Based upon the Scope of Services provided for in Schedule B and for each Task Order issued pursuant to the Agreement and Fee Schedule (Schedule D), the COUNTY shall pay [Vendor Name] the Amount stated in invoices issued for and in accordance with Schedule B: Scope of Work and each Task Order for actual work performed and reimbursable expenses incurred during the period covered by the invoice. Invoices are payable by the COUNTY within 90 days after receipt of invoice.

6. OPINIONS OF CONSTRUCTION COST

- 6.1. **Construction Cost.** If required by this Subcontract, opinions related to cost given by [Vendor Name] are subject to the following. [Vendor Name] has no control over the cost of labor, materials, equipment or services furnished by others, or over a Consultant's or disposal site methods of determining prices, or over competitive bidding or market conditions. [Vendor Name] opinion of probable cost is made on the basis of [Vendor Name] 's experience and qualifications and represents [Vendor Name] judgment as an experienced and qualified professional firm, familiar with the debris cleanup and recovery industry. [Vendor Name] does not guarantee that proposals, bids or actual Project cost will not vary from [Vendor Name] opinions of probable cost.

7. GENERAL CONSIDERATIONS

- 7.1. **Changes.** By written and/or electronic notice at any time, the COUNTY may change Services required by a Task Order, provided such changes are within the general scope of the services contemplated by this Agreement. In such event, an equitable adjustment both in the compensation for and time of performance of the adjusted Task Order shall be made in writing prior to [Vendor Name] performing the changed services. Such changes can only be required by the COUNTY's authorized representative.
- 7.2. **Confidentiality and Proprietary Information.** [Vendor Name] will hold secret and confidential all information designated by the COUNTY as confidential [**Confidential Information**]. [Vendor Name] will not reveal Confidential Information to a third party unless:
- 7.2.1. the COUNTY consents in writing;
- the information is or becomes part of the public domain;
 - applicable law, regulation, court order or an agency of competent jurisdiction requires its disclosure; or
 - failure to disclose the information would pose an imminent and substantial threat to human health or the environment.
- 7.2 All drawings, specifications, technical information, and other information furnished to COUNTY by [Vendor Name] or developed by [Vendor Name] in connection with the Work are, and will remain, the property the COUNTY. In addition, regarding the Automated Debris Management System, [Vendor Name] shall retain sole rights of and COUNTY shall have no rights with respect to the Automated Debris Management System. All rights are reserved by [Vendor Name] with respect to the Automated System under the patent, copyright, trade secret and other applicable laws of the United States.
- 7.3 **CADD.** The COUNTY may provide information related to computer-assisted design and drafting format [**CADD**] to [Vendor Name]. CADD is derived in part from computer software for which the COUNTY is licensed. These licenses are not transferable. Any unlicensed reuse of CADD may subject the user to liabilities to the software licensor. Any reuse without written verification or adaptation by the COUNTY for the specific purpose intended is at [Vendor Name] 's sole risk, without liability to the COUNTY.
- 7.4 **Disputes.** If a dispute or complaint [**Dispute**] arises concerning this Agreement, the COUNTY and [Vendor Name] will negotiate a resolution of the Dispute. Should negotiation be unsuccessful, mediation of the Dispute by a third party shall follow. Any time which elapses in attempting to resolve the Dispute through either or both negotiation or mediation shall extend day-for-day any applicable statute(s) of repose or limitation of actions.
- 7.4.1 **Negotiation.** Following written notice of a Dispute, a minimum of one face-to-face meeting (or less if the Dispute is resolved) shall be held.
- 7.4.2 **Mediation.** If negotiation is unsuccessful, a mutually acceptable third party [**Facilitator**] having expertise in the subject of the Dispute shall be engaged to mediate the Dispute. The fee and expenses of the Facilitator shall be

shared equally by the parties to the Dispute. The parties may present evidence and arguments to the Facilitator. Unless the Facilitator and the parties agree otherwise, a minimum of one face-to-face meeting shall be held within the sixty-day period beginning on the date of the Facilitator's engagement.

7.4.3 Following the meeting or earlier if appropriate, the Facilitator shall report to the parties whether he believes the Dispute is resolvable through mediation. At that point the parties shall elect (a) to continue mediation, (b) replace the Facilitator and continue mediation, or (c) end mediation. If the mediation is ended, the parties may litigate the Dispute.

7.5 **Insurance.** [Vendor Name] will maintain **insurance** against the following risks during the term of the Agreement:

7.5.1 workers compensation in statutory amounts and employer's liability for [Vendor Name] 's employees' Project-related injuries or disease;

7.5.2 general liability and automobile liability each in the amount of \$1,000,000 for personal injury or property damage to third parties which arises from [Vendor Name] 's performance under this Agreement; and

7.5.3 Professional liability in the amount of \$1,000,000 for legal obligations arising out of [Vendor Name] 's failure to meet the Standard of Care.

7.6 **Indemnification.**

7.6.1 [Vendor Name] hereby agrees to indemnify and hold the COUNTY harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character arising out of the negligent acts, errors, or omissions of [Vendor Name] or others for whose acts [Vendor Name] is responsible under this Agreement.

7.7 **Reserved.**

7.8 **Interpretation.** This Agreement shall be interpreted in accordance with the laws of Florida and the exclusive venue for any disputes between the parties shall be within Franklin County, Florida.

7.9 **Successors.** This Agreement is binding on the successors and assigns of the COUNTY and [Vendor Name] . The Agreement may not be assigned in whole or in part to any third parties without the written consent of the COUNTY.

7.10 **Independent Consultant.** [Vendor Name] represents that it is an independent Consultant and is not an employee of the COUNTY.

7.11 **Notices.** Written notices may be delivered in person or by certified mail, or by facsimile, or by courier or by email. All notices shall be effective upon the date of receipt by the party.

7.12 **Applicable Law.** If applicable to this Agreement, [Vendor Name] will comply with the requirements of:

7.12.1 the Equal Employment Opportunity clause in Section 202 of Executive Order 11246, as amended,

7.12.2 Utilization of Small and Disadvantaged Business Concerns (Public Law 95-507), and

7.12.3 all other federal, state and local laws and regulations or orders issued under such laws.

7.13 **Entire Agreement.** This Agreement, including [Vendor Name] Proposal, Schedules, Attachments, Task Orders executed pursuant to this Agreement, and referenced documents, is the entire agreement between the COUNTY and the [Vendor Name]. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this Agreement shall be in writing and signed by the COUNTY and [Vendor Name].

7.14 **Waivers and Severability.** A waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

7.15 **Termination.** This Agreement may be terminated by either Party at will and without cause, at any time upon three

(3) days prior written notice to the other Party and shall remain in force until so terminated. All information, data, materials, software and any other materials provided to the Party must be returned to the other Party upon termination of the Agreement.

7.16 **Effective Date.** This Agreement is effective on the date shown on the cover page.

8 SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

8.1 **Special Provisions.** This Agreement is subject to the following special provisions:

Duties and Responsibilities of Consultant. [Vendor Name] or its representative will be on site during the various stages of the work to observe the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the intent of the Agreement. Visits and observations made by [Vendor Name] will not relieve Debris Consultants of its obligation to conduct comprehensive inspections of the work, to furnish materials, to perform acceptable work, and to provide adequate safety precautions.

Limitations of Consultant's Responsibilities. [Vendor Name] will not be responsible for the Debris Consultant's or other Consultants' means, methods, techniques, sequences or procedures of the work, or the safety precautions, including compliance with the programs incident thereto. [Vendor Name] will not be responsible for Debris Consultant's or their subcontractor's failure to perform the work in accordance with their contract with the COUNTY or any other agreement. [Vendor Name] will not be responsible for the acts or omissions of Debris Consultant, their subcontractors or any other Consultants, or any of its or their agents or employees or any other persons at the site or otherwise performing any of the Work.

8.2 **Schedules.** The following **Schedules** are attached to and made a part of this Agreement:

8.2.1 **Schedule A** *Sample Task Order Form*

8.2.2 **Schedule B** *Scope of Work*

8.2.3 **Schedule C** *[Vendor Name] Proposal*

8.2.4 **Schedule D** *Fee Schedule*

8.2.5 [Vendor Name] shall comply with the Davis-Bacon Act (40 USC 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR part 5), as applicable.

8.2.6 [Vendor Name] shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR part 5), as applicable.

8.2.7 Franklin County shall exclusively retain the patent right to any discovery or invention which arises or is developed in the course of or under this contract.

8.2.8 Franklin County shall exclusively retain the copy rights and rights in data to materials which arises or is developed in the course of or under this contract.

8.2.9 [Vendor Name] shall grant access to Franklin County, the Federal government and the State of Florida, the Comptroller General of the United States, or their authorized representatives to any books, documents, papers and records of [Vendor Name] which are directly pertinent to this contract for the purpose of making an audit, examination, excerpts and transcriptions.

8.2.10 [Vendor Name] shall retain all required records of this contract for three years after Franklin County makes final payment and all other pending matters are closed.

Execution Authority. This Agreement is a valid and authorized undertaking of the COUNTY and [Vendor Name]. The representatives of the COUNTY and [Vendor Name] who have signed below have been authorized to do so.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year shown on the cover page.

FRANKLIN COUNTY, FL

By _____ By _____

Title: Chairman _____ Title _____

Witness _____ Witness _____

Schedule A

SAMPLE

PROFESSIONAL SERVICES TASK ORDER

SAMPLE

Project Number--Task Order Number: _____
Task Order Date: _____

Subject to the Agreement between *the COUNTY* [the COUNTY] and [Vendor Name], effective [date] the COUNTY hereby authorizes [Vendor Name] to perform services as specified in this Task Order and in accordance with the above mentioned Agreement.

1. Basic Project Information.

Project Name: _____

Project Number: _____

Project Location: _____

The COUNTY Representative: _____

[Vendor Name] Representative: _____

2. **Project Description:** A description of Project for which this Task Order is issued is provided in Task Order Attachment 1, Project Description, incorporated into this Task Order.

3. **Scope of Services:** [Vendor Name] shall perform its Basic and Optional Services as described in Attachment 2, Scope of Services, attached and incorporated into this Task Order.

4. **Period of Services:** The period of service shall be: _____.

5. **Compensation:** [Vendor Name] 's compensation under this Task Order, which shall not be exceeded without prior written authorization of the COUNTY, is: \$ _____

6. This Task Order's Pricing Schedule is incorporated and attached as Attachment 3.

7. **Special Conditions:** This Task Order is subject to the special terms and conditions as described in Attachment 4, attached and incorporated into this Task Order.

8. **Amendment:** [_____] This Task Order amends a previously executed Task Order No. _____, Date _____

9. (Reserved)

ISSUED AND AUTHORIZED BY:
FRANKLIN COUNTY, FL

ACCEPTED AND AGREED TO BY:

By: SAMPLE

By: SAMPLE

Title: _____

Title: _____

SAMPLE

SAMPLE

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: _____

Attachment 1
Description of Project

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: _____

Attachment 2
Scope of Services

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: _____

Attachment 3
Fee Schedule

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: _____

Attachment 4
Special Conditions