

**FRANKLIN COUNTY EMERGENCY
MANAGEMENT
FRANKLIN COUNTY, FLORIDA**

**REQUEST FOR PROPOSAL FOR EMERGENCY
MANAGEMENT CONTRACTUAL SERVICES**

The Board of County Commissioners (the “County”) is seeking qualified consultant firms with expertise in Emergency Planning, and Hazard Mitigation Grant Program (HMGP) Management.

RFP deadline is August 16, 2019 no later than 3:00PM EST.

LATE SUBMITALLS RECEIVED AFTER THE AFOREMENTIONED DEADLINE DATE, EITHER BY MAIL OR OTHERWISE, WILL NOT BE CONSIDERED AND RETURNED UNOPENED. THE TIME OF RECEIPT WILL BE DETERMINED BY THE TIME RECEIVED IN THE CLERK OF COURTS OFFICE. SUBMITTALS OFFERED ARE THE SOLE RESPONSIBILITY OF THE VENDOR FOR ASSURING THAT SUBMITTALS ARE RECEIVED IN THE CLERK OF COURTS OFFICE BY THE DESIGNATED DATE AND TIME. NO FAXED, ELECTRONIC, OR ORAL SUBMITTALS WILL BE ACCEPTED.

To be considered, Firm must submit an **original, a digital copy and Three (3) hard copies** of the RFP in a sealed envelope or package, clearly marked with the Firm’s name, address, and the words “**EMERGENCY MANAGEMENT CONTRACTUAL SERVICES**” addressed to:

Office of Clerk of Court
Attention Lori Hines
33 Market Street, Suite 203
Apalachicola, Florida 32320

The complete Request for Proposal information package can be obtained from the Franklin County Emergency Management Office web-site www.franklinemergencymanagement.com

Small business and minority businesses, women’s business enterprises, and labor surplus area firms are encouraged to submit proposals and firms using such subcontractors are strongly encouraged to solicit such firms in the subcontracting process. Any Contracts/subcontracts issued under this procurement must comply with the necessary affirmative steps to assure that minority businesses, women’s business

enterprises and labor surplus area firms are used when possible, in accordance with 2 CFR 200.321.

Note: The use of Contractor or Sub-Contractor, that has been declared debarred by the Office of Federal Contract Compliance Programs (OFCCP) is prohibited. A complete list of federally disbarred contractors can be found at www.sam.gov. It is the sole responsibility of the Consultant to ensure that any subcontractor(s) or sub-consultant(s) are in good standing with the OFCCP and not on the debarment list.

SOLICITATION DOCUMENTS

Electronic versions of the solicitation documents are available via the Franklin County Emergency Management's website at www.franklincountyemergencymanagement.com.

- Public Notices
- Request for Qualifications and Proposals
- Locate Franklin County Request for Proposal EMERGENCY MANAGEMENT CONTRACTUAL SERVICES
- Click the link below the title.

SECTION 1 – INTRODUCTION:

1.1 Background:

Franklin County, Florida has been approved for and continues to apply for grants and assistance through various Federal Programs through the Federal Emergency Management Agency, US Department of Housing and Urban Development, Federal Highway Administration, United States Department of Agriculture, and various other State and Federal Agencies and is interested in procuring the services of a consultant to assist with the administration of grants and emergency contractual services if need.

The procedures for selection of the consultant will be in accordance with ALL applicable procurement requirements set forth by the Federal Government, the State of Florida, and the procedures set forth in this statement of qualification request. All responses received will be evaluated in accordance with the selection criteria and corresponding point system, which is further explained in the Request for Proposals. Each submittal should include a scope of preliminary services expected to be performed by the consultant. It is the intent of this request to meet all requirements of the various federal agencies and any contract(s) resulting from this request will include all requirements and contract language required by the agencies involved, the Code of Federal Regulations, State of Florida, and Federal Emergency Management Agency (FEMA) requirements even if the specific language is not include in this request.

SECTION 2 – SCOPE OF WORK

2.1 Purpose:

Franklin County is soliciting submittals from qualified consultants (“the consultant”) with expertise in emergency management contractual services. The qualified consultant shall be responsible for assisting the county in emergency planning, grant

administration and planning activities that are inclusive of but not limited to managing and monitoring flooding mitigation efforts, preparing Unified HMGP applications, updating the Hazard Mitigation and other Comprehensive Emergency Management Plans, assisting with management of acquisition projects, monitoring construction projects, preparing and reviewing design documents, consulting with agencies to assure compliance with the Federal Programs as well as other applicable mitigation activities. In addition to having knowledge and experience in federal grant elements, the consultant shall also have the ability and experience in conducting federal and State of Florida agency consultations, review of construction (engineering) plans, and Grant Closeout reporting. The consultant will be responsible for preparing and ensuring that all close out paperwork is properly submitted to the appropriate agencies throughout the life of the projects as required.

The consultant shall have demonstrated experience and expertise in the public facilitation process to assist the public in meaningful participation in HMGP process. The consultant should have skills and experience in successful public outreach and participation techniques, to include facilitating and conducting public workshops, individual and group meetings with interested homeowners, liaison with State and Federal officials, reporting at Board of County Commission meetings and presenting information as needed. The consultant should have staff members and/or sub-consultants with experience and qualifications in grant management and engineering design review, Federal and State regulatory compliance.

2.2 Scope of Work Summary:

A. Federal Grant Assistance

Services will consist of working knowledge of the HMGP grant system. HMGP can fund mitigation measures to protect public or private property, as long as they are in compliance with the program's guidelines. Federal Emergency Management Agency defines hazard mitigation as an action intended to reduce repetitive losses from future natural disasters. In this context, "repetitive" refers to similar types of losses caused by a recurring natural hazard. The term "losses" refers to expenditures for the repair or replacement of public and private property, and for the relief of personal loss or other hardship.

This effort involves writing a grant for federal funds, administered by the state, for preventing future losses of lives and damage to property due to disasters and providing funds for previously identified mitigation measures that benefit the disaster area; coordination with Franklin County, LMS Chair and Florida Division of Emergency Management.

B. Development/Revision of Plans

The consultant may be responsible for the revision of existing plans, policies, and procedures or the development of new policies, plans or procedures directly or indirectly related to Emergency Management.

C. Documentation and Reporting

The consultant is responsible for providing and gathering supporting documentation for FEMA projects and completing documentation required to receive reimbursement. Such responsibility includes, but is not limited to, processing Requests for Reimbursement, preparing Summaries of Documentation, preparing quarterly reports, perform Small

Project Validation, and assist with Hazard Mitigation process requirements, Request for Final Inspection, and tracking and compiling Direct Administrative Costs (DAC) for reimbursement.

E. Conducting Exercises

The consultant should be able to coordinate the participation in the First Responder Workshop, Senior Leadership Seminar, Functional Exercise and Full Scale Exercise to show specific preparation activities. The consultant will provide important training and practice for prevention, vulnerability reduction, response, and recovery capabilities. The consultant will assess the exercise performance and provide professional evaluation through the After-Action Report / Improvement Report.

In addition, as needed Consultant should be able to meet all the County's needs including, but not limited to, the following:

- Provide all emergency planning, and mitigation planning and program management services required by the County.
- Work with homeowners and local government staff to prepare timely HMGP grant applications.
- Conduct public and individual meetings to assist homeowners with the program requirements.
- Coordinate with the State and Federal Agencies.
- Comply with all grant program mandates and documentation requirements.
- Make project eligibility determinations.
- Conduct financial tracking of Program funds and homeowner payments.
- Develop and submit quarterly progress reports to the County and State.
- Provide in Progress Reviews as required to keep the County informed on project progress.
- Assist and facilitate local government staff with the HMGP, CDBG and EDA processes.

2.3 Qualifications:

- The Consultant shall be a full-service firm with a very high degree of professionalism and significant experience with these services.
- It is preferred that the Consultant have comprehensive knowledge of Long-Term Community Recovery Planning.
- It is preferred that the Consultant have experience working with FEMA Public Assistance Staff following a Presidentially Declared Major Disaster.

SECTION 3 – PROCUREMENT RULES AND INFORMATION

3.1 Contact Person:

Pamela Brownell
28 Airport Road
Apalachicola, Florida 32320
em3frank@fairpoint.net

or

Tress Dameron
28 Airport Rd
Apalachicola, Florida 32320
em2frank@fairpoint.net

All technical questions regarding this Submittal should be directed in writing preferably by email, to the Franklin County Emergency Management Office. Questions shall be submitted no later than 12:00 noon EST on August 9th, 2019. Questions submitted after that date and time will not be answered. The Franklin County Emergency Office will review and answer. If applicable, answers citing the question asked but not identifying the questioner will be distributed to all known prospective vendors. Failure to submit requests in writing by the specified time shall not be grounds for a protest. Note: Written requirements in the Request or its amendments are binding, but any oral communications between you and use are not.

3.2 Submission of Proposals:

Submittals should include a cover letter, a description of the consulting firm's capabilities and services, a discussion of the firm's expertise relative to the background and experience requirements contained herein, resumes of qualified professionals who will be responsible for completing assigned tasks, a list of pertinent references, and other information requested herein. All known sub-consultants should be identified in the proposal along with the sub-consultant qualifications. Any personnel identified in the proposal shall not be removed or changed without written consent from the County's representative for the project.

Firms shall provide a detailed history of the Consultant's firm, qualifications and prior experience that relates to this project.

Firms shall describe their approach to the needs specified in Section 5.

Firms shall provide detailed biographical information on the individuals who will provide project services, including education, training, and experience.

Firms shall submit the names, addresses and phone number of at least five (5) references for whom the Project Manager's Team has provided similar services. Provide a list of Services that these references have utilized.

Include any other pertinent information that may be used by the County to evaluate the Consultant's submittal.

Firms must meet the minimum qualifications and requirements set forth in Section II of this request. A very low rating in any of the categories will be sufficient cause for the rejection of the submittal.

Respondents will be evaluated based on written material submitted and according to the following factors.

3.3 RFP Opening:

Request for Proposal is due at the time and date specified in the first page of this request for qualifications. The name of all firms submitting their submittals shall be posted in the RFP package at the Office of Franklin County Clerk of Court. Submittals received late will not be considered.

3.4 Cost or Preparing Submittal:

The County is not liable for any costs incurred by a firm in responding to this RFP, including those for oral presentations.

3.5 Disposals of RFP:

All RFP's become the property of the County and will be a matter of records.

3.6 Rejection of RFP:

The County reserves the right to accept or reject any all submittals as may be deemed necessary by the County to be in its best interest. The County further reserves the right to waive any and all informalities, and reserves the right to reject all nonconforming, unresponsive, unbalanced or conditional Submittals. The County reserves the right to reject the Submittal of any Firm if the County believes that it would not be in the best interest of the Project to make an award to that Firm because the Submittal is not responsive or responsible, or the Proposer is unqualified or if doubtful financial ability or fails to meet any other pertinent standard or criteria established by the County. The County also reserves the right to enter into contract negotiations with a qualified, responsible, and responsive Firm who submits the best ranked submittal. If the County and the best ranked Firm cannot negotiate a successful contract the County may terminate such negotiations and begin negotiations with the qualified, responsible, and responsive Proposer who submits the next best ranked submittal. No firm shall have any rights against the County arising from such negotiations.

3.7 Notices:

Any notices to be given under a contract shall be given by United States Mail, or email addressed to firm or individual at its address stated herein, and to the County at its address stated herein. Additional notice may also be given by facsimile in which case it shall be deemed that notice was provided on the date said facsimile was received. The party providing notice by facsimile shall confirm that the facsimile was received by the other party.

3.8 Verbal Instructions:

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any county employee. Only those communications from firms, which are signed, and in writing will be recognized by the County as duly, authorized expressions on behalf of the firm.

3.9 Public Entity:

The firm must sign and complete a Public Entity Crime Sworn Statement as defined under Section 287.133(3) (a), F.S. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit

a proposal on a contract to provide any goods or services to a public entity, may not submit a submittal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a consultant, supplier, or subcontractor, under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list

3.10 Indemnity/ Hold Harmless Agreement:

The consultant agrees to protect, defend, indemnify, and hold harmless Franklin County and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, cost, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting, the foregoing, any and all such claims, suits or other actions relating to personal injury, death, damage to property defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

The contractor will also be expected to sign a contract that will hold Franklin County Florida, Florida Division of Emergency Management and the Federal Government harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement, to the extent allowed and required by law.

3.11 Drug Free Workplace:

The firm must complete the County's Drug Free Workplace Certification form, attached and made part of the RFP. According to Franklin County policy, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price, quality, and service, are received by the state or by an political subdivision for the procurement or commodities or contractual services, a proposal received from a business that certified that it as implement a drug-free work place program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free work place program.

3.12 Termination for Cause:

If through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the County may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part of parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused by the County by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the County, become the County's property and the Contractor shall be entitled to receive equitable, compensation for any work completed to the satisfaction of the County. The Contractor, however, shall not be relieve of liability to the County for damages

sustained by the County by reason of any breach of the Agreement by the Contractor, and the County may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the County from the Contractor can be determined.

3.13 Termination for Convenience:

The County reserves the right, in its best interest as determined by the County, to cancel contract by giving written notice to the Contractor Thirty (30) days prior to the effect date of such cancellation.

3.14 Cancellation of Unappropriated Funds:

The obligation of the County for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

3.15 Records/Audit:

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the County's Internal Auditor. The Contractor agrees to make available to the County's Internal Auditor, during normal business hours, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.

3.16 Eligibility

If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering a contract with the County.

3.17 Assignment:

Contractor shall not transfer or assign the performance required by this RFP without the prior written consent of the County. Any award issued pursuant to the RFP, and the monies, which may become hereunder, are not assignable except prior written approval of the County Emergency Manager or selected designee.

3.18 Litigation Venue:

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Franklin County, Florida.

SECTION 4 – EVALUATIONS

4.1 Evaluation Criteria and Selection Process

The Board of County Commissioners has selected a team to review the qualifications, and return to the board with their recommendations. Firms submitting qualifications/proposal and sub-consultants of these firms are prohibited by law from and are directed not to contact the commissioners and staff regarding the

qualifications/proposals. All questions should be directed to the Office of Franklin County Emergency Management.

Qualifications of the Firm: 25 points

The qualifications, experience and past performance of the respondent will be judged against the scope of services. The same criteria will be applied to proposed sub-contractors which the respondent intends to employ. This includes the ability of the firm to follow directions in submitting the response to this request.

Proposed Staff Qualifications and Experience: 25 points

The evaluation team will review the resumes of the respondent's proposed staff to determine the level and type of qualifications and experience as it relates to the scope of services. The same criteria will be applied to the personnel of proposed sub-contractors which the respondent intends to employ.

The information on staff qualifications should include education, training, technical and project experience, names and points of contact of prior employers and dates of employment, relevant and related experience, job descriptions on current and prior projects and any applicable certifications. Resumes should include a list of knowledge, skills and abilities of the individual which qualify that individual for the assigned position that individual will hold.

Project Approach: 20 points

Each proposal will be evaluated on the respondent's planned project approach as it pertains to the County. The respondent should submit a plan which will allow the evaluation team to determine how the respondent will best address the needs of the County. The plan should include how the respondent intends to meet the County's needs as outlined in section 5.3.

References: 20 points

List the names, addresses, and phone number of at least five (5) references for whom the Project Manager's Team or Sub-Contractor has provided similar services. Provide a list of services that these references have utilized.

Price: 10 points

The cost of the proposal shall reflect an hourly rate for pre-disaster assistance and an hourly rate for all post-disaster. The proposed hourly rates are inclusive of all costs associated with assistance provided to the County members. The County members may reimburse separately for travel expenses at actual travel costs incurred, pursuant to Federal Travel Regulations, GSA, and State of Florida regulations.

The County will not pay the consultant for services unless a Notice to Proceed is issued to the consultant by the County member when the County member requires assistance to request reimbursement from FEMA and/or another agency.

SECTION 5 – CONTRACT TERMS

5.1 Term of Contract:

Term of this Contract shall be for TWO (2) years beginning on the date of its complete execution with the option to renew for two (2) additional terms of one (1) year each at the sole discretion of the County, unless earlier terminated by the Board of County Commission

5.2 Non-Exclusive Contract / Additional Services:

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the County may, at any time secure similar or identical Services at its sole option. The County may require additional items or services but not specifically listed in the contract. The Contractor agrees to provide such items or services, and provide the County prices on such additional items or services based upon a formula or method that is the same or similar to that used in establishing the prices of their proposal. If the price(s) offered are not acceptable to the County, and the situation cannot be resolved to the satisfaction of the County, the County reserves the right to procure those items or services for other vendors, or to cancel the contract upon giving the contractor thirty (30) days written notice.

5.3 Contract Provisions:

A. The Consultant should be able to meet all of the County's needs including, but not limited to, the following:

- Provide emergency management consultant services for current and/or future disasters.
- Provide any and all emergency planning, and mitigation planning, program management services required by the County.
- Work with homeowners and local government staff to prepare timely HMGP grant applications.
- Conduct public and individual meetings to assist homeowners with the program requirements.
- Coordinate with the State and Federal Agencies.
- Comply with all grant program mandates and documentation requirements.
- Review architectural plans, soil tests, foundation designs, construction details, elevations certificates and other specifications for elevation projects.
- Conduct pre-construction planning for compliance with building codes and coordinate with the planning department for any specialized design issues.
- Make project eligibility determinations.
- Interview contractors and sub-contractors for qualifications, experience, references, insurance and financial stability.
- Develop construction packages for contractor bidding.
- Conduct contract closings between homeowners, contractors, and the County.
- Conduct financial tracking of Program funds and homeowner payments.
- Inspect construction for compliance with program requirements and to

- approve milestone payment requests from contractors.
- Coordinate change orders requested by homeowner.
- Conduct final inspections, make adjustments, (if required) and provide final elevation certificates to homeowners and the County.
- Develop and submit quarterly progress reports to the County and State.
- Provide in Progress Reviews as required to keep the County informed on project progress.
- Assist and facilitate local government staff with the HMGP, CDBG and EDA processes.
- Serve as Project Manager for elevations, acquisitions, pilot reconstruction critical facility retrofitting, safe room and emergency shelter retrofitting or constructing, and drainage projects. Project management services cover all tasks from the application process through closeout of projects as required by grant guidelines.
- The Consultant will be responsible to review and ensure that all documents are accurate and correct and will be liable for the errors and or omissions. All contracts and bids will be issued and entered into by the County. The Board of County Commissioners will appoint a responsible individual to serve as the County representative, and all services provided under this contract will be coordinated with the County's representative for this project.
- Compliant with CFR 200 which is located in Attachment C of the RFP.

B. Payments associated with this contract will be in accordance with Task Orders issued by the Purchaser. Task Orders will be in accordance with individual grants received by the Purchaser or in accordance with tasks desired by the Purchaser in support of emergency planning and hazard mitigation activities. No payments are intended or implied outside of specifically negotiated Task Orders. This contract has an open-ended period of performance. The consultant will be responsible to prepare and submit all necessary close-out paperwork to federal and state agencies as required, including all supporting documentation and to ensure that all billing to federal and state agencies is complete and accurate for the life of the projects. Payments will based upon agreed task order amount or Direct Administrative Costs (DAC) associated with a grant unless pre-approved by the Director and the Consultant. Payments to the consultant for grant administration will be in direct relation to the grant. County will not reimburse hourly wages for grant management.

CONTACT FOR CONTRACT ADMINISTRATION

Designate one person authorized to conduct contract administration.

NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO: _____

FAX NO: _____

SIGNATURE: _____

E-MAIL: _____

PUBLIC ENTITY CRIMES

**Sworn Statement Under Section 287.133(3)(a),
Florida Statutes, on Public Entity Crimes**

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths:

This sworn statement is submitted to The Board of County Commissioners,
Franklin County, Florida by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

Whose business address is _____

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

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

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(l) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without 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 guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(l) (a) Florida Statutes means:

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

I understand that “person” as defined in Paragraph 287.133(l) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administration Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity

Submitting this sworn statement on the convicted vendor list. [Attach a

copy of the final order.]

I understand that the submission of this form to the contracting officer for the Public Entity identified in Paragraph ONE (#1) above is for that Public Entity only, and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the Public Entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two of any change in the information contained in this form.

Name of Bidder

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this ___ day of _____, 201__.
Personally known to me ____, or produced the following identification as proof of
identity. _____.

My Commission Expires:

Notary Public

Printed Notary Name
Commission Expires: _____

DRUG FREE WORKPLACE CERTIFICATION
(This form must be completed and attached to proposal)

Identical tie bids: preference shall be given to businesses with drug-free work place programs. Whenever two or more bids which are equal with respect price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certified that it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tie bids will be followed in none of the tied vendors have a drug-free work place program. In order to have a drug-free work place program, a business shall:

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

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

Company Name

Authorized Signature

Federal I.D. Number or SSN

Printed Name

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Contractor Covered Transactions

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

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

CONTRACTOR

BY _____

Signature _____
Recipient's Name _____

Name and Title

Division Contract Number

Street Address

FEMA Project Number

City, State, Zip

Date

ATTACHMENT A

Classification	Hourly Rate
Project Manager	\$
Assistant Project Manager	\$
Senior FEMA Specialist	\$
Grant Manager	\$
Senior Planner	\$
Planner	\$
Senior Inspector	\$
Inspector/Debris Monitor	\$
Senior Environmental Specialist	\$
Environmental Specialist	\$
Senior Engineer	\$
Mid-Level Engineer	\$
Engineer Intern	\$
Senior Architect	\$
Mid-Level Architect	\$
Entry Level Architect	\$
CADD Technician	\$
Construction Manager	\$
Construction Inspector	\$
Scheduler	\$
Cost Estimator	\$
Project Control Specialist	\$
Data Storage Website Manager	\$
GIS Specialist	\$
Financial Lead	\$
Financial Assistant	\$
Clerical/ Administrative Assistant	\$
Payroll Review Clerk	\$
Data Entry Clerk	\$
Other Positions- Please Specify	\$
	\$
	\$
	\$
	\$
	\$

ATTACHMENT B

APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

ATTACHMENT C

Throughout the performance of any work under this Agreement, CONTRACTOR (hereinafter "CONTRACTOR") agrees to abide by the following clauses and requirements:

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

United States to enter into such litigation to protect the interests of the United States.

2. **Compliance with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act.** As required by Federal program legislation:
 - a. CONTRACTOR agrees that it shall comply with the *Davis-Bacon Act (40 USC 3141-3144 and 3146-3148)* as supplemented by the Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
 - i. In accordance with the statute, CONTRACTOR is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTOR shall pay wages not less than once a week. CONTRACTOR agrees that, for any Task Order to which this requirement applies, the Contract is conditioned upon CONTRACTOR's acceptance of the wage determination.
 - b. CONTRACTOR agrees that it shall comply with the *Copeland "Anti-Kickback" Act (40 USC 3145)*, as supplemented by the Department of Labor regulations (29 CFR Part 3, "CONTRACTORS and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") and are incorporated by reference into this Agreement.
 - i. Contactor. The CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.
 - ii. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a CONTRACTOR and subcontractor as provided in 29 C.F.R. § 5.12.
3. **Compliance with the Contract Work Hours and Safety Standards Act.**
 - a. Overtime requirements. The CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require nor permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
 - c. Withholding for unpaid wages and liquidated damages. The COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed

by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the *Contract Work Hours and Safety Standards Act*, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

- d. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.
4. **Rights to Inventions Made Under a Contract or Agreement**. As required by Federal program legislation, CONTRACTOR agrees to comply with the requirements of 37 C.F.R. 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 FEMA.
5. **Clean Air Act and Federal Water Pollution Control Act**. As required by Federal program legislation: CONTRACTOR agrees to comply with the following federal requirements:
 - a. Clean Air Act.
 - i. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. (2)
 - ii. The CONTRACTOR agrees to report each violation to the County and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to the State of Florida , Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - iii. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
 - b. Federal Water Pollution Control Act
 - i. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - ii. The CONTRACTOR agrees to report each violation to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - iii. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
6. **Suspension and Debarment**.
 - a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONTRACTOR is required, and will, verify that neither CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), nor its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The CONTRACTOR will comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
 - c. CONTRACTOR's certification is a material representation of fact relied upon by the

COUNTY. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State of Florida the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- d. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period this Agreement. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower-tier covered transactions.
7. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**
- a. The CONTRACTOR certifies to the COUNTY that it has not and will not use 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. *The required Certification is provided as an addendum to this Agreement.*
 - b. CONTRACTOR will also ensure that each tier of subcontractor(s) shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures will be forwarded from tier-to-tier up to the COUNTY.
8. **Procurement of Recovered Materials.** As required by federal program legislation, CONTRACTOR agrees to the following:
- a. In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. meeting contract performance requirements; or
 - iii. at a reasonable price.
 - b. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
9. **DHS Seals, Logos, and Flags.** The CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
10. **Compliance with Federal Law, Regulations, and Executive Orders.** The CONTRACTOR acknowledges that FEMA financial assistance will be used to fund the contract only. The CONTRACTOR will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
11. **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, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.
12. **Program Fraud and False or Fraudulent Statements or Related Acts.** The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR actions pertaining to this Agreement.