

# Calhoun County

## **REQUEST FOR PROPOSALS**

### **DISASTER DEBRIS MONITORING SERVICES AND FINANCIAL RECOVERY ASSISTANCE**

June 26, 2019

*REQUEST FOR PROPOSALS*  
*EXECUTIVE SEARCH FIRM SERVICES*

The Calhoun County Board of County Commissioners (the County) is seeking proposals from qualified individuals or firms to provide Disaster Debris Monitoring Services and Financial Recovery Assistance.

Proposals may be submitted in person at the Clerk of the Court, or via U. S. mail or courier service 20859 Central Ave, Blountstown, FL 32424. Sealed packages must be plainly marked, **“RFP~ DISASTER DEBRIS MONITORING SERVICES AND FINANCIAL RECOVERY ASSISTANCE ~ JUNE 26, 2019”** along with the firm's name and address. Please review all documents pertaining to this request before submitting requested information. Proposals will be accepted until 2:00 p.m., CDT, on Thursday, July 18, 2019. Specifications may be obtained from the Calhoun County Emergency Management Department, Chelsea Ranew, 20859 Central Ave E Room G40, Blountstown, Florida, 32424 [cranew@calhouncountygov.com](mailto:cranew@calhouncountygov.com), telephone (850) 674-8075.

The Calhoun County Board of County Commissioners reserves the right to reject any one or all proposals, or any part of any proposal, to waive any informality in any proposal, and to award a contract deemed to be in the best interest of the County.

Calhoun County Board of County Commissioners

## GENERAL CONDITIONS

- A. The Calhoun County Board of County Commissioners is seeking proposals from qualified individuals or firms to provide Disaster Debris Monitoring Services and Financial Recovery Assistance.
- B. Proposals may be submitted in person at the Clerk of the Court, or via U. S. mail or courier service 20859 Central Ave, Blountstown, FL 32424. Sealed packages must be plainly marked, **“RFP~ DISASTER DEBRIS MONITORING SERVICES AND FINANCIAL RECOVERY ASSISTANCE ~ JUNE 26, 2019”** along with the firm's name and address. Please review all documents pertaining to this request before submitting requested information. Proposals will be accepted until 2:00 p.m., CDT, on Thursday, July 18, 2019. Proposals received after the stated time will be refused. It is the sole responsibility of the respondent to ensure the proposal is received on time. The clock in the Clerk’s office will determine the closing time. Submittals received after this time will be automatically rejected.
- C. Submit one (1) clearly marked, manually signed original proposal, five (5) complete copies, and one (1) electronic copy (CD: PDF).
- D. The Calhoun County Board of County Commissioners(herein referred to as the “County”) reserves the right to reject any one or all proposals, or any part of any proposal, to waive any informality in any proposal and to award a contract deemed to be in the best interest of the County.
- E. Direct all inquiries of this request in writing to Chelsea Ranew, 20859 Central Ave E Room G40, Blountstown, Florida, 32424 [cranew@calhouncountygov.com](mailto:cranew@calhouncountygov.com), telephone (850) 674-8075. The deadline to submit questions is Tuesday July 16, 2019, 12:00p.m., CDT.
- F. **From the date of release of this solicitation until award of the contract, no contact with County personnel or elected officials related to this solicitation is permitted. Direct all communications to the representative listed above. Any such contact may result in the disqualification of the respondent’s submittal.**
- G. All changes, modifications, or interpretations shall be handled by the Calhoun County Emergency Management Department. In no case will verbal communication between the County and a respondent override written communications or documentation. All communications must be in writing to be considered part of this Request for Proposals (RFP).
- H. Each respondent shall become fully informed as to the extent and character of the work required. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a proposal is an agreement with all of the items and conditions referred to herein.
- I. Responses will be evaluated on experience, references, staffing capability, services, costs, and any other relevant factors as determined to be in the best interest of the County.

- J. Responses shall be binding upon the respondent and irrevocable for 90 calendar days following the RFP opening date. Any proposal in which a respondent shortens the acceptance period may be rejected.
- K. Neither the County nor its representatives shall be liable for any expenses incurred in the preparation of a response to this RFP. Respondents should prepare their proposals simply and economically, providing a straightforward and concise description of their ability to meet the requirements. All information requested shall be submitted. Failure to submit all information requested may result in a proposal being considered “non-responsive”, and therefore rejected.
- L. This solicitation is subject to all legal requirements contained in the applicable Calhoun County Ordinances and Resolutions, as well as all applicable County, State and Federal statutes. Where conflict exists between this solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State, and local.
- M. All prospective bidders will be afforded full opportunity to submit responses to this RFP and will not be discriminated against on the grounds of race, religion, color, national origin, age, sex, or disability in consideration for an award of any contract entered into pursuant to this notice.
- N. The County reserves the right to:
  - 1. Request clarification and additional information from any respondent during the evaluation process.
  - 2. Negotiate with the selected bidders to include further services not identified in this RFP.
  - 3. Refuse to review proposals if at least three (3) are not submitted.
  - 4. Re-advertise with either an identical or a revised scope of work or cancel requirements in their entirety.
  - 5. Issue subsequent RFP's based on refinement of concepts proposed in response to this request.
  - 6. Conduct investigations of the qualifications of the Proposer as deemed appropriate.
  - 7. Request that the Proposer modify his proposal to more fully meet the needs of the County.
- O. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the County and the firm selected.

- P. No contract will be awarded to any person, firm, corporation, or other entity that is in arrears or in default to the County upon any debtor contract or that is in default as surety or otherwise upon any obligation to the County, or that has failed to perform faithfully any contract with the County.
- Q. No elected official or employee of the County will participate in any decision relating to the agreement that affects his personal interest or relating to any agreement in which he has a personal or pecuniary interest, direct or indirect, in the contract or in the proceeds.
- R. The respondent acknowledges that the County is a Florida political subdivision and subject to the Florida Public Records law. The respondent agrees that to the extent any document produced under this agreement constitutes a public record the respondent shall comply with the Florida Public Records Law. Chapter 119, Florida Statutes requires that all material submitted in connection with a proposal response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after proposal opening, whichever occurs first.

All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "Exempt from Public Disclosure" with the firm's name and the RFP number clearly marked on the outside. The County will not accept proposals when the entire document is labeled as exempt from disclosure. The County's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the County and the County's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of the County's treatment of records as public records.

**If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Clerk of the Court, 20859 Central Ave, Blountstown, FL 32424**

- S. The recommended award will be announced at an open meeting and may be posted on the County's website. Failure to file a written protest to the Clerk for the Court within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proposal protest proceedings.
- T. All material submitted with the proposals will become the property of the County unless otherwise requested at the time of submission.
- U. Specifications are open to public inspection and may be obtained from Calhoun County Emergency Management Department, Chelsea Ranew, 20859 Central Ave E Room G40, Blountstown, Florida, 32424 [cranew@calhouncountygov.com](mailto:cranew@calhouncountygov.com), telephone (850) 674-8075.

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

#### I. TERMS OF CONTRACT

- A. The RFP, the proposal, the information contained in the proposal, and any written documents supplementing, amending, or incorporating the proposal shall be incorporated into the contract between the County and the selected firm unless expressly provided otherwise by the contract. The contract may be amended only by written agreement of the Contractor and the County. The order for contract precedence will be the Contract, the County's RFP and specifications, and the Proposer's response.
- B. The term of this Contract shall be for a period of time beginning on date of the execution of the contract and ending 364 day later, provided that should another disaster event occur and overlapping disaster monitoring services occur, the County reserves the right to terminate this contract provided that payment shall be made for service rendered up through the date of termination.
- C. The County also may terminate this Agreement at any time for cause, and may terminate the Agreement with or without cause by giving at least thirty (30) days prior written notice. The Contractor may terminate this Agreement at any time by giving ninety (90) days prior written notice to the County. In the event of termination by mutual agreement, the Contractor shall be compensated for services rendered. The vendor will have no claim against the County for lost profits or compensation for lost opportunities.
- D. All reports, documents, or other written material developed by the Contractor in the performance of this Agreement shall be and remain the property of the County without restriction or limitation upon its use or dissemination by the County. Such material shall not be the subject of a copyright application by the Contractor.
- E. Contractor shall be deemed an independent contractor as to all work required and not an agent or servant in the employ of the County. Contractor is, and shall at all times remain as to the County, wholly independent. Contractor shall have no power to incur any debt, obligation, or liability on behalf of the County or otherwise act on behalf of the County as an agent.
- F. Neither the contract resulting from this RFP, if any, nor any duties or obligations under such contract shall be assignable by the Proposer without the prior written consent of the County.

- G. The Respondent is fully responsible for all work performed under the contract resulting from this RFP, if any. The Respondent may, with the prior written consent of the County Manager, enter into written subcontract(s) for performance of certain of its functions under such contract. No subcontract(s) which the Respondent enters into under the contract resulting from this RFP, if any, shall in any way relieve the Respondent of any responsibility for performance of its duties under such contract. Respondent is responsible to fully notify any subcontractor(s) of their responsibilities under any subcontract. All payments to subcontractors shall be the sole responsibility of the Respondent.
- H. Contractor shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the County Commission or its designee. The County may from time to time assign additional or different tasks or services to the Contractor, provided such tasks are within the scope of services described in this document. However, no additional or different tasks or services will be performed by Contractor other than those specified or those so assigned in writing.
- I. Contractor, in the course of its duties, may have access to confidential data of the County, private individuals, or employees of the County. Contractor covenants that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed without written authorization by the County. The County shall grant such authorization if disclosure is required by law. All County data shall be returned to the County upon termination of this Agreement. Contractor's covenant under this section shall survive termination of this Agreement.
- J. The Debris Monitoring Contractor (DMC) selected will be asked to monitor the recovery efforts of the Debris Removal Contractor in the field in accordance with Federal Emergency Management Agency (FEMA) guidelines and policies, and to process Contractor invoices for the County. Any activities required to monitor collection and disposal efforts and to successfully file for reimbursement with FEMA are considered part of this scope of services whether these activities are specifically spelled out or not. The County shall notify the DMC when the County requires services under this Agreement, and the DMC shall immediately start preparing for their response to an emergency. Contractor shall keep itself informed of State, Federal and local laws, ordinances, codes and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. Contractor shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Contractor is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of Florida. The County, its officers, and employees shall not be liable at law or in equity occasioned by failure of Contractor to comply with this section.
- K. At all times during the term of this Agreement, Contractor shall have in full force and effect all licenses required of it by law for performance of the services hereunder.

- L. This RFP and resulting contract, if any, and any disputes there under will be governed by the laws of the State of Florida and shall be deemed to have been executed and entered into in the State of Florida. Any such contract shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida, and any provision in such contract in conflict with Florida law and rules shall be void and of no effect. County and Proposer hereby agree that this RFP and resulting contract, if any, shall be enforced in the courts of the State of Florida and that venue shall always be in Calhoun County, Florida. Any dispute between the parties shall be resolved without the aid of jury by a judge of the 14<sup>th</sup> Judicial Circuit, sitting in Calhoun County, Florida who shall apply the laws of the State of Florida, without resort to any conflict of laws provisions.
- M. The awarded Proposer shall maintain adequate records to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in performing the work for at least five (5) years after completion of this contract. The County shall have access to such books, records, subcontract, financial operations, and documents of the Proposer or its sub-contractors as required in order to comply with this section for the purpose of inspection or audit during normal business hours at the Proposer's place of business.

## II. PROPOSAL PROCEDURES

### A. SCHEDULE

Description	Date/Time
Issue Request for Proposals	June 26, 2019
Proposal Submission Deadline	2:00 p.m., CDT, Thursday, July 18, 2019
County Commission's Approval	2:00 PM CDT July 25, 2018 at special board meeting
Contract Performance	One year from execution of contract

### B. AWARD OF CONTRACT

- Any contract awarded will be awarded to the responsible offeror(s) whose proposal represents the best value after evaluation in accordance with the criteria in this solicitation.
- The County reserves the right to evaluate proposals and award a contract without negotiations with offerors. Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint.



3. The County reserves the right to conduct negotiations with the highest ranked offeror(s).
4. The County reserves the right to make multiple awards if, after considering the additional administrative costs, it is in County's best interest to do so.
5. The County reserves the right not to use all services contained in a proposal.
6. In the event of extension error(s), the unit price will prevail and the total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Proposer's total will be corrected accordingly. Proposers must check their proposal where applicable. Failure to do so will be at the Proposer's risk. Proposals having erasures or corrections must be initialed in ink by the Proposer.
7. Whenever two or more proposals or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a proposal or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preferences in the award process (reference Florida Statutes 287.087). The attached Drug-Free Workplace Form must be submitted with the proposal.
8. In the event the Proposer to whom the contract is awarded does not execute a contract within (15) fifteen days of such award, the County may give notice to such Proposer of intent to award the contract to another Proposer, or to call for new proposals.

### III. INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY

- A. The provisions of Florida Statute 768.28 applicable to the County, apply in full to this contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the County acting within the scope of his/her office or employment are subject to the limitations specified in this statute.
- B. No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered as a result of any act, event or failure to act.
- C. The County shall not be liable in tort for the acts or omissions of an officer, employee or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.
- D. To the fullest extent permitted by law, the vendor shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or

caused in whole or in part by any act or omission of the vendor or its sub-contractors, if any, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable, excepting those acts or omissions arising out of the sole negligence of the County.

E. By submission of this proposal, the Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this proposal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any other competitor, and;
3. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose or restricting competition.

#### IV. INSURANCE REQUIREMENTS

##### A. Standard Insurance Coverage

1. The Contractor, Subcontractors, vendors, or suppliers shall not begin work under the contract until obtaining all insurance described herein and such insurance has been approved by the County; nor shall the Contractor permit any Subcontractors, vendors, or suppliers to begin work until similar insurance to cover the Subcontractors, vendors, or suppliers has been obtained and approved.
2. The minimum insurance coverage and limits required are shown by coverage line below. Failure of the Contractor to identify deficiencies in any insurance provided by Subcontractors, vendors, or suppliers shall not relieve Subcontractors, vendors, or suppliers from any insurance obligations.

##### B. Required coverage is as follows:

##### 1. Workers Compensation and Employer's Liability

Workers' compensation insurance providing statutory benefits as required in the state of Florida and employers liability with limits of not less than:

- \$500,000 E.L. Each Accident
- \$500,000 E.L. Disease - Each Employee
- \$500,000 E.L. Disease - Policy Limit

The policy shall include a waiver of subrogation in favor of the County.

The certificate must clearly identify that coverage applies in the state the Contractor, Subcontractor, Vendor, or Supplier is located and includes coverage for Florida as required by statute.

## 2. Commercial General Liability Insurance

Written on ISO form CG2010 11/85 or CG2010 10/01 or equivalent. The minimum limits of coverage shall be as follows:

- a. \$1,000,000 each occurrence for Bodily Injury and Property Damage
- b. \$2,000,000 General Aggregate
- c. \$2,000,000 Products and Completed Operations
- d. \$1,000,000 Personal and Advertising Injury (with the standard contractual and employee exclusions deleted)
- e. Employees and Volunteers as Additional Insured for both on-going and completed operations
- f. Broad Form Property Damage including underground, explosion and collapse hazards (X,C,U); or no exclusion for Exclusion - Damage to Work Performed by Subcontractors on Your Behalf (CG 22 94 or 22 95)
- g. Blanket Contractual Liability
- h. Independent Contractor's Liability
- i. Errors and Omissions (failure to perform), where applicable
- j. Additional Insured - Owners, Lessees Or Contractors - Completed Operations (ISO form CG 20 37)
- k. No Exclusion to apply for Assault and Battery Coverage

## 3. Commercial Auto Liability Insurance

Written on ISO form CA 00 01 or equivalent. The minimum limits of coverage shall be as follows:

- Bodily Injury and Property Damage: \$1,000,000 combined single limit
- Any auto coverage includes Hired Auto Liability and Non-Owned Auto Liability.

## 4. Leased Employee Liability

Only for Contractors, Subcontractors, vendors, or suppliers who have “Leased Employees” through a Professional Employer Organization (PEO), rather than a separate, stand-alone workers compensation policy in your company name.

Contractual tie – PEO must give the Contractor, Subcontractor, Vendor, or Supplier an “alternate employer endorsement” and it must state that on the certificate of insurance.

Lower tier subcontractors and suppliers must have an additional workers compensation policy, issued in the name of our subcontractor as the “named insured”. It must state on the certificate, “minimum premium policy”. This policy is issued on an “if any” basis, which means it covers any uninsured persons working on behalf of, or at the direction of our subcontractor.

Must have waiver of subrogation for each of the workers compensation policies.

Insurance and documentation from PEO:

- Certificate of insurance
- Alternate employer endorsement for our subcontractor clearly stated
- Workers Compensation, statutory box checked
- Employers Liability limits: minimum of \$500,000/\$500,000/\$500,000
- Waiver of subrogation in favor of the County

#### C. Other Insurance Requirements

All insurance to be obtained by Contractor, Subcontractor, Vendor, or Supplier under the foregoing provisions shall be written by insurance companies with an A.M. Best rating of an “A-“ or better. All liability and automobile insurance shall contain a severability of interest clause *(a policy provision clarifying that, except with respect to the coverage limits, the insurance applies to each insured as though a separate policy were issued to each; Thus, a policy containing such a clause will cover a claim made by one insured against another insured.)*.

#### D. Certificate of Insurance

Prior to commencing its performance under the contract, Contractor and all Subcontractors, Vendors or Suppliers shall provide the County a Certificate of Insurance evidencing the coverage’s previously listed. The insurance required hereunder shall be maintained from the commencement of the contract until the end of the applicable warranty period. The Contractor, Subcontractor, Vendor, or Supplier shall maintain a current Certificate of Insurance with County for this period.

#### E. Sub-subcontractor/Sub-supplier

Before permitting any Sub-subcontractor and/or Sub-supplier to perform scope under the Subcontract or Purchase Order, the Contractor shall require that the Sub-subcontractor and/or Sub-supplier maintains insurance in like form and amounts to that required herein. The Contractor shall be responsible to ensure the Sub-subcontractor and/or Sub-supplier maintains insurance in like form and amounts and shall provide evidence of it to County of Calhoun if requested.

#### F. Waiver of Subrogation

All insurance coverage maintained by the Contractor and all Subcontractors shall include a waiver of any right of subrogation of the insurers thereunder against the County, employees, insurers, and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any person insured under any such policy. Contractor and all Subcontractors further waive all claims and all rights of subrogation against the County, employees, insurers and underwriters for loss of, or damage to, Contractor/Subcontractor scope, tools, machinery, equipment, material, supplies, or any other losses within the scope of any insurance maintained by Contractor/Subcontractor.

#### G. Indemnification

To the fullest extent permitted by law, the Contractor and all Subcontractors shall indemnify and hold harmless the County, its consultants, and employees from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Contractor/Subcontractor work under this contract, provided that such claim, damage, loss or expense is 1) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom; and, 2) is caused in whole or in part by any negligent act or omission of the Contractor, Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

#### V. SCOPE OF SERVICES

- A. The County seeks to establish contractual arrangements with at least one (1) or up to three (3) qualified firms to monitor disaster debris recovery efforts and provide related financial recovery assistance, on an as needed basis. The contractor will monitor the removal, reduction and environmentally approved disposal of debris and other obstacles resulting from these disasters; in full compliance with regulatory agency requirements and consistent with Federal Emergency Management Agency (FEMA) requirements for cost reimbursement for debris management, removal and disposal.
- B. Work assignments shall be made by requesting a proposal from one or more firms and the issuance of a Purchase Order for the assigned task.
- C. The selected monitoring firm's response to the recovery process must be immediate, rapid, and efficient with acceptable cost controls, accountability procedures, with written reports and submittals in place, to assure that the County will have the means to be reimbursed for all eligible disaster recovery costs from appropriate Federal and State agencies. The Contractor shall mobilize personnel for this task and be fully mobilized to begin debris monitoring operations within one week from the award of this contract. Debris monitoring work within the County will be prioritized by the County. The selected firm shall be responsible for providing all necessary staff and equipment for carrying out its responsibilities under this contract.

- D. Scope of work may include technical assistance as needed to prepare project worksheets (PW) for all disaster categories.

## VI. REQUIREMENTS

- A. If an automotive debris management system is used it must have the ability to lock GPS load sites and plot where debris came from.
- B. The County may, at its discretion, limit the number of subcontract firms working under the prime or sub-prime contractor at its sole discretion to ensure safety and quality of work provided.
- C. The Contractor shall provide the County with an updated list of all subcontractors including phone numbers of contact personnel.
- D. Prior to the County assigning work, the Contractor shall provide the County with an affidavit from each subcontractor stating there is a signed contract between the Contractor and subcontractor.
- E. Proposer shall provide a written plan for how it will ensure that Small and Minority and Women's Business Enterprise's firms have the maximum possible opportunity to participate in subcontracts that will be available in the completion of this project as prescribed in 2. C.F.R. 200.321, under FEMA procurement requirements.
  - 1. The plan should include Proposer's best estimate of the percentage of (SMWBE) participation (based on subcontract values) it expects to be able to achieve in this project from subcontractors.
  - 2. The plan shall include estimated dollar amounts of subcontract values that are used to estimate an overall proposal from Proposer.
- F. In its proposal to the County, the Contractor will provide information as to what percentage of work described herein will be subcontracted.
- G. The Contractor shall be responsible for travel, per diem, housing and meals for all of its employees and/or subcontractors. The Contractor will also be responsible for providing temporary office space for conducting its Work responsibilities for this project.
- H. If the selected firms for monitoring of debris recovery elect to provide a web based load tracking and field project monitoring system, a detailed project-monitoring proposal shall also be included. Monitoring shall be done in compliance with FEMA guidelines.
- I. Those monitoring efforts shall include, but not be limited to:
  - 1. Providing assistance in estimating damage estimates.

2. Provide training if requested of selected County staff in essential debris management, monitoring, and collection functions to insure appropriate and responsive interface with field debris collection contractors and County, State and Federal Agencies.
3. Provide field inspectors at designated checkpoints to check and verify information on debris removal and at Debris Management Sites (DMS) located or developed throughout the County or the region if necessary as approved by the County.
4. Provide technical and permitting assistance associated with the need to locate additional DMS when requested by the County.
5. Provide assistance with scheduling, dispatching and logistical operations of the field inspectors assigned to work areas of storm debris clean up. This work will include:
  - a. Acquiring, hiring, training, deploying and supervising properly equipped inspectors.
  - b. Establishing the work schedule for inspectors for each day.
  - c. Monitoring and recording the volumetric measurement (cubic yards) or gross empty weight of each truck that is added into service.
  - d. Keeping records of contract hauler's trucks, to include cubic yardage, or loaded weight, time in and time out, number of loads per day and other data as requested by designated County staff.
  - e. Coordinating with County personnel to respond to problems in the field, to include residential or commercial property damage claims in the process of debris removal. Contractors(s) shall establish a telephone claim reporting system with a local or toll free phone number and provide staff for the professional management of a receiving phone complaints or damage claims. The contractor shall investigate and assist in documentation of claims if requested by the County.
  - f. Conducting end of day duties, such as verifying all trucks have left the disposal site, addressing daily safety reports and corrective action recommendations, and locking down of the facility.
  - g. Surveying the affected areas for special situations or emergent needs, to include but not be limited to, identifying tree stumps and the management of root balls and associated cavities, hazardous trees, C&D debris, or other potentially hazardous situations. The contractor must keep a list of these locations, track and coordinate the appropriate dispatch of equipment and make frequent reports to the County on any post event remedial action.
  - h. Record on a map the streets where debris was collected.

- i. Perform other duties as directed by designated County personnel.
- J. Provide technical, clerical, and information technology assistance to the County in completing any and all forms necessary for reimbursement from State or Federal agencies, including the Federal Emergency Management Agency, Department of Homeland Security, the State of Florida, and the Federal Highway Administration or the Department of Housing and Urban Development (HUD) relating to eligible costs arising out of the disaster recovery effort. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, project work sheets. Preparation and submittal of any and all necessary cost substantiations and preparing replies to any and all agency requests, inquiries or potential denials.
- K. Employ or maintain on the work site(s) a qualified accessible supervisor(s) or liaison officer as directed. At least one (1) accessible and designated supervisor in the area of operation and the liaison officer shall have full authority to act on behalf of the Firm(s) and its subcontractors and all communications given to the supervisor or liaison officer in writing by the County's authorized representative shall be as binding as if given to the Firm(s). This supervisor will report to the primary contractor for Debris Removal – Disaster Recovery Services who, in turn, will report to the County Liaison.
- L. Assist County staff in conducting an annual tabletop exercise(s) to determine the adequacy of the debris removal plan and debris management process.
- M. Develop a Communications and Customer Service Coordination Plan for the County's approval including a telephone claim reporting system.
- N. The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the County.
  - 1. All of the services required herein under shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.
  - 2. The Contractor warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.
  - 3. The following describes the contractor's responsibility of providing monitors for storm debris collection sites. Each collection site will be in operation from dawn to dusk, seven (7) days per week as required.
    - a. Monitor Supervisor
 

Set-up and man the Staging Area Command and Coordination Center. Train the Site and Field Monitors, track their performance. Assign Field Monitors to contract haulers. Assign Field Monitors and contract haulers to collection grids.



Track the daily collection on a County wide grid map. Coordinate the daily collection operation with the contract haulers Site Superintendent. Track the daily count of Field Monitors necessary to meet the contract haulers demands. Track the daily count of contract haulers trucks, trailers and loading equipment. Provide daily collection status reports to the Project Coordinator on request. Act as Site Monitor if needed. Record and inspect any property damage that may occur during the debris removal operation.

b. Site Monitors

Trained to evaluate and certify that each load of debris represents the actual size of the load by percentage of total rated capacity. Both Site Monitors must agree on the percentage of load and sign off on the load ticket for the cubic yard quantity to be FEMA reimbursable.

c. Field Monitors

Field monitors shall be trained to follow each contract hauler as debris is collected throughout the County. The Monitor must witness and certify by street address that the storm debris was collected from public roadways only. The Monitor must certify that the debris piles are not mixed (vegetation or construction and demolition debris) before loading. The Monitor is assigned to hauler(s) and given a certain grid in the County to collect either vegetation or C&D debris. The Monitor must assure that all targeted debris is removed by the contract hauler during each pass before the contract hauler may move to a new area. The Monitor must record the time, location and sign the contract haulers load ticket before the load can be delivered to the collection site for processing. The Monitor is responsible for reporting any unsafe or unauthorized collection practices to the Site Monitors.

- O. The County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 USC Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act (“INA”). The County shall consider the employment by the contractor of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A (e) of the INA shall be grounds for unilateral cancellation of this Agreement by the County.
- P. The County reserves the right to remove any personnel with or without cause that are deemed unsuitable for the County’s recovery effort. Personnel subject to removal under this clause are: Primary Contractor staff and/or sub-contractor staff, part time or temporary employees.
- Q. The County will provide a Storm Debris Removal Project Coordinator to act as Liaison between County staff, FEMA and Contractor. This person will oversee the County’s

interest in the entire storm debris removal operation, and assure FEMA and contract compliance.

R. The following describes the contractor's responsibility for monitoring primary storm debris collection sites. Each collection site will be in operation from dawn to dusk, seven (7) days per week.

1. Rental vehicles. It is recommended that the initial rental agreement be for 30 days with an option for an additional 30 days.
2. Cell phones . It is recommended that each phone initially shall have about 600 minutes, providing for 20 minutes of communication per day for one month.
3. Access to a personal computer, printer, copier, fax machine and phone.
4. Digital Camera
5. Hard hats
6. Orange safety vests
7. Portable, 360°, amber emergency strobe lights
8. Standard size clipboards
9. Ink pens
10. Highlighters, assorted colors

**Monitors shall:** complete tickets provided by the Contractor to verify:

- Date
- Truck number
- Truck capacity in cubic yards
- Load size, either in cubic yards or tons (including percent full and certified capacity)
- Truck drivers name
- Debris classification
  - burnable
  - non-burnable
  - mixed
  - vegetative

- construction & demolition debris
- other
- Zone/Sector
- Dumpsite location and designation
- Loading time (from work site)
- Dumping time (at disposal site)
- Loading site monitor name and signature
- Dumping site monitor name and signature
- Loading location by full address or nearest landmark
- Loading location by GPS coordinates, marked on the ticket and provided in electronic file. The GPS unit shall maintain a location accuracy level of 3 to 5 meters. The GPS collection data shall contain the following fields; Data/Time, Ticket number, operator ID, and Latitude/Longitude (in Decimal degrees). The data file shall be exportable in a computer readable Comma Delimited format (\*.CSV) or shape file format (.SHP).
- Crew number and hangers per tree (for hangers)
- Crew number and tree diameter (for leaners)
- Any other information required by the County

**The DMC shall:** certify the capacity of each Contractor truck used during the emergency, to include:

- Truck number
- Truck driver's name and phone number
- Date
- Certified capacity as measured by the DMC in the field, to include inside dimensions
- DMC's representatives name and signature (who is certifying the capacity)
- Contractor's name
- Truck license plate number

Any truck re-certifications shall be conducted by the DMC as well, as needed and directed by the County. The DMC shall maintain all truck certification sheets as well as an electronic summary of truck certifications.

**The DMC shall:** provide adequate trained field monitors, as needed for each disaster, as determined by the County. The term field monitor, right-of-way monitor, road monitor, and debris monitor are equivalent for the purpose of this Agreement.

**The DMC shall:** provide adequate trained Tower Monitors at one time, as needed for each disaster, as determined by the County. Each tower will have two (2) Tower Monitors in it to handle load tickets and verify amount of debris.

**The DMC shall:** provide adequate trained Residential Drop-off Site Monitors at one time, as needed for each disaster, as determined by the County. These monitors shall be available

within three (3) calendar days of the disaster and will record the license tag number of each residential vehicle that brings debris to Residential Drop-off Sites.

**The DMC shall:** maintain all Contractor tickets processed during the recovery. The DMC shall review all Contractor invoices and make a recommendation as to how much of the invoice should be paid based on the tickets collected and the truck certification sheets in hand. No ticket shall be recommended for payment unless the truck indicated on that ticket has a corresponding truck certification form, signed by the DMC. Contractor invoices shall be reviewed and a recommendation regarding payment shall be made by the DMC within fourteen (14) calendar days of the County giving the invoice to the DMC. Each recommendation shall contain:

- The Contractor's invoice
- The DMC's cover letter recommending payment
- All back-up spreadsheets verifying the recommendation of payment
- All tickets associated with recommendation of payment
- Truck certification forms
- Any other data pertinent to the payment by the County of the Contractor's invoice

All data created or received by the DMC shall be maintained in an electronic file and provided to the County and/or FEMA when needed, as is outlined in paragraph four, above.

The County will provide the DMC a list of public and/or private roads and may require the DMC to ensure that debris is collected only on roads that are eligible for reimbursement.

**The DMC shall:** provide a Phase I Environmental Assessment of each of the Temporary Debris Disposal Sites within four (4) weeks of the request by the County. This effort shall be invoiced to the County at cost plus ten (10) percent (i.e. the cost a firm or a laboratory to conduct the Phase I Environmental Assessment plus a 10 % mark-up for the DMC). The cost of each phase I Environmental Assessment shall be approved by the County prior to any work being done.

**The DMC shall:** assist the County in assessing the rehabilitation of Temporary Debris Disposal Sites by the Contractor.

**The DMC shall:** provide an estimated capacity by survey of each pile of vegetation material at each Residential Drop-off Site within four (4) weeks of the request by the County. This effort shall be invoiced to the County at cost plus ten (10) percent (i.e. the cost of a surveyor to survey and estimate the total cubic yards of all piles plus a 10 % mark-up for the DMC). The cost of each survey shall be approved by the County prior to any work being done.

Any other specialty direct costs required and approved by the County shall be invoiced to the County at cost plus ten (10) percent.

**The DMC shall:** attend all meetings pertaining to disaster debris recovery and shall provide meeting minutes of all meeting within three (3) business days after the meeting.

**The DMC shall:** invoice the County monthly or semi-monthly, at the DMC's discretion. When the County issues a notice to proceed to DMC, the County and the DMC shall determine the positions and number of persons required to adequately provide the services.

The County shall review DMC's staffing level as necessary and direct DMC to adjust personnel accordingly. The County may perform on-site inspections to verify staffing needs.

During this period, the Project Manager will provide daily updates on the services and estimate the time remaining for job completion.

The DMC will provide continuous services on an hourly basis at the agreed upon rates. Hours worked and type of work performed must be documented on weekly timesheets signed by the person performing the work and the Project Manager. The County may verify work being performed.

- S. Based on the County's needs, the selected firm(s) will be requested to provide proposals to carry out specific monitoring activities/tasks related to solid and hazardous waste, debris management, removal, reduction, disposal, turn-key environmental restoration and remediation, associated with natural and manmade disaster events.
  - 1. The selected firm(s) shall identify locations available to them for monitoring activities, in the event the County cannot provide facilities for monitoring center.
- T. The County reserves the right to request proposals from the selected firm(s) to carry out specific monitoring functions for material management, removal and disposal resulting from other than disastrous events.
- U. Reimbursement for Tasks will be based on terms agreed to prior to the assignment of a specific task.
- V. Successful proposer will be required to provide an estimated project budget with a Not-to-Exceed amount within forty-eight (48) hours of a notice-to-proceed. It will be the successful proposer's sole responsibility to manage project costs in adherence to the Not-to-Exceed amount. The County will not be responsible for payment(s) above and beyond the initial Not-to-Exceed amount without written approval.
- W. Amendments and modifications to the executed contract are required to be in writing with signatures from both the County and the Contracting firm required. Verbal modifications or amendments will not be recognized.

- X. Contractor shall keep records on personnel assignments, duties, and responsibilities, timesheets, Debris Monitoring Reports, Debris Total Collection (CY and tonnage), Debris Monitoring Site reports, Exception report, Truck/Trailer Certification reports, Geographic Information System (GIS) planning and progress reports, debris progress reports, safety reports, usage reports (for fuel, vehicle mileage, etc.) for a period of no less than five (5) years following each engagement with the County.

## VII. PROPOSAL FORMAT

- A. In order to be considered responsive, all Proposals must be made in accordance with these Instructions to Proposers. This RFP contains a detailed set of specifications for each category of work. Proposals should provide a detailed outline of how work will be accomplished. Proposals shall respond to the technical requirements contained in Scope.
- B. A Transmittal Letter not exceeding two pages in length will summarize the proposer's understanding of the scope of work and make a positive commitment to timely performance of the work and all services within budgetary requirements. Only an agent authorized to contractually bind the firm may sign the Letter of Transmittal. The letter must indicate the agent's title or authority. This signature shall certify the veracity of the contents of the submittal and bind the firm to the firm's offer to provide services addressed in the response to the County's RFP.
- C. All proposals shall address and be tabbed/indexed as outlined below:
  - 1. Title Page: List the following:
    - a. RFP Subject: **“Disaster Debris Monitoring Services and Financial Recovery Assistance”**
    - b. Date
    - c. Name of the Firm
    - d. Contact Person (including title) authorized to represent your firm
    - e. Telephone Number
    - f. Email Address
    - g. Mailing Address
  - 2. Tab 1 - Table of Contents: Include a clear identification of the material included in the proposal by tab number and page number.
  - 3. Tab 2 - Letter of Interest: Limit to two (2) pages.
    - a. Attach a letter of interest that explains your firm's interest in working on

this project, a positive commitment to perform the required work and a description of the firm including:

- i. Size of the firm
  - ii. Range of activities
  - iii. Years of experience in providing similar services.
  - iv. Summary of abilities and experience of the firms' professional personnel (More detail to be provided in Tab 3 - Experience and Ability)
  - v. Summary of past performance of the firm on similar projects (More detail to be provided in Tab 5 - Previous Experience)
  - vi. Recent, current, and projected workload of the firm, and availability and access to the firms' top level management personnel.
  - vii. A brief statement must be included which explains why your proposal would be the most effective and beneficial to the County.
4. Tab 3 - Experience and Ability: The relative experience and qualification of each applicant's proposed team, with respect to the project scope, will be judged and a relative rating assigned. This parameter expresses the general and specific project-related capability of the in-house staff and indicates the adequate depth and abilities of the organization which it can draw upon as needed. This will include management, technical, and support staff. Major consideration will be given to the successful completion of previous projects comparable in design, scope, and complexity.
  - a. Describe the firm's background, history and overall experience.
  - b. Describe the firm's expertise and experience in performing proposed work.
  - c. Describe the firm's experience in filing and receiving Federal and State reimbursements.
  - d. Proposer will provide experienced staff. Certification or active involvement with disaster preparedness agencies is highly desirable such as: NIMS certification, FEMA Region IV, FEMA National Advisory Council, FEMA National Training Programs (NTP), FEMA Center for Domestic Preparedness (CDP), FEMA Emergency Management Institute (EMI), Florida State Emergency Response Team (SERT), and/or Florida Governor's Hurricane Conference training/instructor.
  - e. Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure subcontractors, if necessary.

- f. Identify location of the office responsible for this project, the contact person and supervisory personnel who will work on the project, including the relative experience of all professionals proposed for use on the team in the planning and administration of the project.
  - g. Provide resumes of key persons to be assigned to the project with emphasis on their experience with similar work.
  - h. Provide resumes of the on-site staff to be assigned to the project with emphasis on their experience with similar work.
  - i. Explain the ability and experience of the field staff with specific attention to project related experience.
  - j. For Office Staff and On-site Staff, show the organization chart as it relates to the project, indicating key personnel and their relationship to the project.
  - k. If the Contractor proposes to use subcontractors in the course of providing these services to the County, this information shall be a part of the bid response. Package should also include a list of subcontractors proposed to work on the project including professional services, along with their abilities and qualifications as related to the project's specific requirements and their ability to accomplish the project.
  - l. List of current and future debris monitoring contractual obligations with their current status and projected termination dates.
    - i. Provide reasonable assurance that such obligations will not preclude Contractor from meeting its obligations under this contract.
    - ii. Plan for managing multiple Florida-based debris monitoring contracts.
5. Tab 4 – Operational Plan: The Operational Plan shall demonstrate the proposer's compliance with the bid specifications and demonstrate their understanding of the requirements and needs of this project.
- a. The Operational Plan shall clearly address all aspects of the project proposed; including debris monitoring services, pre-planning services, operating plan, mobilization timeframes, staffing, management, employee training, documentation procedures, quality assurance, quality control, customer service plans, onsite emergency response and communications, assistance with FEMA Reimbursement, etc.
  - b. Organizational structure of firm; chain of command; subcontractor's plan.
  - c. Define methods used to complete assigned tasks.



- d. Please clearly describe all aspects of the project proposed.
  - e. Include details of your approach and workplans.
  - f. Identify any issues or concerns of significance that may be appropriate.
6. Tab 5 - Previous Experience Provide specific examples of similar contracts delivered by the proposed team members. Provide details on related projects (preferably where the team was the same). References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein.
- a. Explain history of FEMA reimbursements, including:
    - i. Closed, active, pending FEMA disputes, audits or lawsuits.
    - ii. Explanation of unrecovered FEMA reimbursements.
  - b. Details of References should include the following:
    - i. Name and location of the project
    - ii. Provide a detailed description of the comparable projects (similar in scope of services to those requested herein).
    - iii. Nature of the firm's responsibility on the project
    - iv. Project owner's representative name, address, phone number, and e-mail address
    - v. Project duration and the date the project was completed or is anticipated to be completed.
    - vi. Size of project including number of residents
    - vii. Cost of project
    - viii. Work for which staff was responsible
    - ix. Contract Type
    - x. The results/deliverables of the project
7. Tab 6 - Financial Capability: The firm's financial capability is to be addressed and should indicate the resources and the necessary working capital to assure financial stability through to the completion of the project. Proposer must provide the following required documentation related to the firm's financial stability:

- a. Briefly describe your firm's financial status and provide proof of adequate line of credit or other financial assets to access funds for multiple projects during the same time period.
8. Tab 8 – Business Structure and Professional Registration Certificates:
  - a. Firms must be properly registered at the time of application to practice their profession in the State of Florida and with the appropriate State Board governing the services offered.
  - b. If the firm offering services is a corporation or joint venture, it must be properly chartered with the Department of State to operate in Florida and provide a copy of the firm's current Florida Corporate Charter.
9. Tab 9 – Additional Information: Provide any additional information not previously requested that you deem necessary to complete your proposal.
10. Tab 10 – Forms:
  - i. Proposal Form
  - ii. Public Entity Crimes Form
  - iii. Non-Collusive Affidavit
  - iv. Litigation Statement

#### VIII. FEE PROPOSAL

- A. The fee proposal shall be submitted in a separate, clearly marked, sealed envelope. The fee proposal should clearly indicate the services associated with the fees and reflect the full scope of services requested. Prices contained in the proposal are firm for the duration of the contract.
- B. The Proposer shall provide a complete price proposal for all services to be provided. Please include all hourly rate charges for heavy equipment, vehicles, personnel (travel and per diem management and costs are the responsibility of the contractor). **See Attachment #2**
- C. All fees proposed should be clear and inclusive of all costs and expenses that may be incurred by the County.

#### IX. EVALUATION AND AWARD CRITERIA

- A. An evaluation and ranking of the proposals will be made by the County's Selection Committee. The Selection Committee shall conduct an evaluation of all Proposers on the basis of the information provided with the proposal and other evaluation criteria as set forth in the RFP.
- B. The County reserves the right to request an interview with any Proposer to determine service capabilities in greater detail and to clarify any unclear areas in the proposals. The County will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.).
- C. Selection will be made from a short list of Proposers deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation criteria listed below:

<b><u>CRITERIA<sup>1</sup></u></b>	<b><u>POSSIBLE</u></b>
<b><u>POINTS</u></b>	
Experience and Ability .....	12
Operation Plan .....	12
Previous Experience.....	12
Financial Capability .....	12
Project Cost.....	40
Quality of Proposal .....	12
<b>TOTAL SCORE.....</b>	<b>100</b>

- D. Pricing information must be submitted in a separate, clearly marked, sealed envelope. After the evaluation of the technical proposals, the committee will evaluate the price proposals of those remaining in consideration.
- E. The pricing evaluation is used as part of the evaluation process to determine the highest-ranked Proposer. The County reserves the right to negotiate the final terms, conditions, and pricing of the contract as may be in the best interest of the County.

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<sup>1</sup> In the event of a conflict, the point allocations herein shall control.

**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.**

*1. This sworn statement is submitted to the COUNTY OF CALHOUN by*

\_\_\_\_\_  
*(Print individual's name and title)*

*for* \_\_\_\_\_

*(Print name of entity submitting sworn statement) whose business address is*

\_\_\_\_\_  
*and (if applicable) its Federal Employer Identification Number (FEIN) is*

\_\_\_\_\_  
*If the entity has no FEIN, include the Social Security Number of the individual signing this  
Sworn Statement:*

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

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

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

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

*5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with legal power to enter into a binding contract and which bids or appeals to bid on contracts for the provision of goods and 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.*

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

*\_\_\_\_\_ Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officers 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 1 (ONE) 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 A CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

*(Signature)*

*Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 2019.*

*Personally known \_\_\_\_\_*

*Or produced identification \_\_\_\_\_*

*Notary Public-State of \_\_\_\_\_*

*My commission expires \_\_\_\_\_*

*(Printed, typed, or stamped commissioned name of notary public.)*

### CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

Check one:

- ☐ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

or

- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

### LITIGATION STATEMENT

Check One:

- ☐ The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.
- ☐ The undersigned firm, **by attachment to this form**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

## PROPOSAL FORM

PROPOSER'S NAME \_\_\_\_\_

Calhoun County Board of County Commissioners

20859 Central Ave, Blountstown, FL 32424

1. The undersigned, having carefully and to our full satisfaction examined the RFP documents for **DISASTER DEBRIS MONITORING SERVICES AND FINANCIAL RECOVERY ASSISTANCE** hereby proposes to furnish same in accordance requirements set forth in that RFP and the attached proposal submitted in response to that RFP.
2. By submission of this Proposal, the undersigned certifies, and in the case of a joint Proposal, each party hereto certifies as to his own organization, that this Proposal is made in good faith and has been arrived at independently, without collusion, consultation, communication or agreement as to any matter relating to this Proposal with any other Proposer.

Submitted by:

\_\_\_\_\_  
Company Name (Print)

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Company Address (Print)

\_\_\_\_\_  
County, State, Zip Code (Print)

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

\_\_\_\_\_  
(Corporate Seal)

Federal Tax I.D. Number \_\_\_\_\_

\_\_\_\_\_  
Phone/Fax Number (include area code)

**PRICE PROPOSAL FORM****DISASTER DEBRIS MONITORING SERVICES AND FINANCIAL RECOVERY ASSISTANCE**

Provide an hourly price for each of the positions listed below based on the example of a category 3 hurricane. If your company provides other related positions, please add as appropriate.

<b>Item</b>	<b>Description<sup>2</sup></b>	<b>Cost per Hour</b>	<b>Total Price</b>
1.	Monitor Supervisor		
2.	Site Monitors		
3.	Field Monitors		
4.	Data Manager		
5.	Project Manager		

<b>Item</b>	<b>Description</b>		<b>Total Price</b>
6.	Mobilization/Demobilization	Lump Sum	
7.	Equipment/Vehicles	Lump Sum	

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 Company Name

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 Date

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 anticipated



## PROPOSED SERVICE CONTRACT

This Service Contract made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between Calhoun County, a political subdivision of the State of Florida, (hereinafter referred to as "COUNTY") and \_\_\_\_\_ of \_\_\_\_\_, (hereinafter referred to as "CONTRACTOR").

NOW, THEREFORE, in accordance with the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Contractor agrees to perform and carry out in a satisfactory and proper manner the services pursuant to the specifications set forth in the bid documents attached hereto and incorporated herein by this reference relating to **DEBRIS MONITORING AND FINANCIAL RECOVERY ASSISTANCE**. The aggregate amount of this contract shall be based upon the actual work performed and the unit prices submitted by the Contractor.

Each "Work Authorization" (WA) issued under this contract will be in writing by the County and shall specify the performance period and estimated cost agreed to by the County and the Contractor for services rendered under said WA. The contractor shall furnish a payment and performance bond with a carrier(s) duly licensed and authorized to do business in the State of Florida, equal to one hundred percent of the total estimated amount of the work authorized to assure faithful performance and timely payments to all persons providing labor, materials, equipment, or supplies used in performance of the work.

2. The County agrees to pay the Contractor for the work as set forth in the bid documents, attached hereto and incorporated herein by this reference. The Contractor will bill the County on a monthly basis or as otherwise provided for the work performed.

Invoices received from the Contractor pursuant to this Contract will be reviewed and approved by the initiating County Department and then will be sent to the Accounting Department for payment. Invoices will be paid within thirty (30) days of acceptance by the County.

3. The term of this Contract shall be for a period of time beginning June 1, 2019 and ending on May 31, 2019. Unless written notice is given by either party to this contract 90 days prior to the end of a contract period, the contract shall automatically renew for an additional period of 12 months, effective June 1<sup>st</sup> of each option year. Optional renewals will not exceed four (4) 12-month periods.

4. Any deficiency report to Contractor by the County representative shall be corrected during the same business work day reported. If corrective work is not performed during that time, deficiency may be corrected by County personnel and charged back to the Contractor.

5. The Contractor shall not commence work under this Contract until all insurance required under "Insurance Requirements" section has been obtained and such insurance has been

approved by the County. Insurance shall be in full compliance with requirements as set forth in the bid document.

6. Contractor shall fully comply with all applicable Federal, State, and local laws, rules, and regulations.

7. Any and all legal action necessary to enforce the Contract will be held in Calhoun County and the Contract will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.

8. The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligations, judgment, lien or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

9. The Contractor is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an Independent Contractor and not as employees or agents of the County.

10. The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Contract.

11. The Contractor shall maintain adequate records to justify all charges, expenses and costs incurred in performing the work for at least three (3) years after completion of this Contract. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days prior written notice.

12. The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

13. This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Contract that are not contained in the documents. Accordingly, it is agreed that deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a

written document executed with the formality and of equal dignity herewith.

14. If any legal action or other proceeding is brought for the enforcement of this Contract or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expense incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

15. If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable to the remainder of this Contract or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract be deemed valid and enforceable to the extent permitted by law.

16. Any notice, request, demand, consent, approval or other communication required or permitted by this Contract shall be given or made in writing and shall be service (as elected by the party giving such notice) by any of the following methods:

- (i) Hand delivery to the party; or
- (ii) Delivery by commercial overnight courier service; or
- (iii) Mailed by registered or certified mail (postage prepaid), return receipt requested.

For purposes of notice the addresses are as follows:

CONTRACTOR:

County: Calhoun County Board of  
County Commissioners  
20859 Central Ave  
Blountstown, FL 32424

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Notice given in accordance with the provisions of this paragraph shall be deemed to be delivered and effective on the date of hand delivery or on the second day after the date of the deposit with an overnight courier or on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not delivered, as the case may be, if mailed. By giving proper notice as required, either party may change its address hereunder.

17. The Contractor warrants that its services under this Contract shall be performed in a thorough, efficient, and workmanlike manner, promptly and with due diligence and care, and in accordance with the standard practices of the specified profession.

IN WITNESS WHEREOF, the parties hereto have executed this contract in three counterparts, each of which shall be deemed an original contract, all as of this day and year first hereinbefore written.\*

COUNTY OF CALHOUN, FLORIDA

(Party of the first part)

BY \_\_\_\_\_  
CHAIRPERSON OF THE BOARD

ATTEST \_\_\_\_\_  
(County Clerk)

COUNTY SEAL

\_\_\_\_\_

\_\_\_\_\_  
(Party of the second part)

BY \_\_\_\_\_

\_\_\_\_\_  
(Printed Name and Title)

WITNESS \_\_\_\_\_

\*In the event the contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of directors of the corporation authorizing the officer who signs the contract and contract bond to do so in its behalf.