

CALHOUN COUNTY REQUEST FOR PROPOSALS

HURRICANE MICHAEL FINANCIAL DISASTER RECOVERY SERVICES

November 12, 2018

The Calhoun County Board of County Commissioners ("the County") invites qualified vendors to submit responses to its Request for Proposal (RFP) for Disaster Financial Recovery Services in direct relation to DR-4399 Hurricane Michael. The purpose of this RFP is to solicit competitive proposals from companies that provide Disaster Recovery Services. The County reserves the right to award to one or more proposers whatever is in the best interest of the County. The County anticipates a contract for these services for a basic term of three (3) years with two 1-year extension options for services as needed. Proposals will be accepted until **2:00 PM (CST) on Tuesday, November 27, 2018** at the Calhoun County Clerk's Office, 20859 Central Avenue East, Room 130, Blountstown, FL 32424. LATE PROPOSALS WILL NOT BE ACCEPTED. Proposals will be opened and read aloud on **Tuesday, November 27, 2018 at 2:01 PM (CST)** at the Calhoun County Clerk's Office. The full RFP package can be found by visiting the County website at calhouncountygov.com or Calhoun County Clerk's website at calhounclerk.com. For questions or comments related to this solicitation, please contact Chelsea Snowden csnowden@fairpoint.net or by phone at 850-674-8075. All telephone conversations are to be considered unofficial responses and will not be binding. Deadline for receiving questions will be Tuesday, November 20, 2018.

SECTION 1.0 GENERAL INFORMATION

Calhoun County experienced catastrophic effects from Hurricane Michael (DR-4399). The objective of the RFP and subsequent contracting activity is to secure the services of an experienced Emergency Management Consultant (hereafter referred to as "Contractor") who is capable of tracking disaster related expenses, maintaining appropriate documentation and planning the most effective strategies for recovery throughout all the phases of a disaster which may include providing staff to fill roles of the Finance Section within the structure of the County. The Contractor must be capable of assembling, directing, and managing a work force that can be assembled and remain accessible throughout the disaster closeout and audit process. The selected contractor will be expected to have a working knowledge of all applicable fiscal recovery eligibility criteria required, including but not limited to, 44 CFR, 2 CFR Part 200, FEMA guidelines, the Stafford act including but not limited to the Hurricane Sandy Improvement Act, Housing and Urban Development (HUD), Federal Highway Administration (FHWA), the Public Assistance Program and Policy Guide and any other applicable local, state, federal laws and regulations.

The qualified Contractor shall be responsible for assisting the County in emergency planning, disaster recovery, hazard mitigation activities, and the closeout/audit process(es) that are inclusive of, but not limited to, managing and monitoring flooding mitigation efforts, preparing Project Worksheets and detailed damage inspection reports, preparing Unified Hazard Mitigation Grant Program (HMGP) applications, updating the Local Mitigation Strategy (LMS) and other emergency management plans, assist with management of acquisition projects, monitor construction projects, prepare and review design documents, consult with agencies to assure compliance with the Federal programs as well as other applicable recovery and mitigation activities.

The selected Contractor will provide project management services at a negotiated price. In addition to having knowledge and experience in federal grant elements, the Contractor shall also have the ability and experience in conducting federal and State of Florida agency consultations, review of construction (engineering) plans, preparation of project worksheets, detailed damage inspection reports, and grant

closeouts. The Contractor will be responsible for preparing and ensuring that all closeout paperwork is properly submitted to the appropriate agencies throughout the life of the projects as required.

The Contractor shall have demonstrated experience and expertise in the public facilitation process to assist the public in meaningful participation in Disaster Recovery Programs and the Unified HMGP process. The Contractor should have skills and experience in successful public outreach and participation techniques, to include facilitating and conducting public workshops, individual and County Commission meetings and presenting information as needed.

The Contractor should have the adequate number of staff members and/or sub-Contractors with experience and qualifications in grant management, engineering design review, and/or Federal and State regulatory compliance.

SECTION 2.0 STATEMENT OF WORK

The Recovery Program is created pursuant to the FEMA Public and Individual Assistance Grant Programs. The Public Assistance program is designated to provide supplemental Federal disaster grant assistance for the repair, replacement, or restoration of disaster-damaged, publicly owned facilities and the facilities of certain Private Non-Profit (PNP) organizations which qualify under specific provisions.

Contractor shall provide qualified personnel to perform services related to the recovery from disasters. These individuals shall have a working knowledge and experience with the FEMA Recovery Program and will seek to maximize Federal and State assistance to eligible Subgrantees. The Contractor shall have working knowledge of all FEMA Public Assistance and Individual Assistance Program regulations and policies. The Contractor shall also have working knowledge of Direct Administrative Cost (DAC) funding for program sustainability in accordance with FEMA rules, regulations and policies, whether written or implemented in practice.

The types of services that may be included, but are not limited to:

2.1 Disaster Recovery Services

2.1.1. During the term of this contract the Contractor shall provide disaster recovery services for the County which include, but are not limited to, the following items:

- a) Provide personnel to augment recovery capabilities for declared and non-declared events as needed by the County ;
- b) Provide pre-trained specialists under the FEMA Public Assistance Program as needed (including experience with alternative procedures);
- c) Provide pre-trained specialists under the FEMA Individual Assistance Program as needed;
- d) Prepare with the State, FEMA and applicants the scope of work and cost estimates for recovery project worksheets using Category A through G as necessary, and prepare necessary documentation to support same;
- e) Collect, write and submit as necessary, State direct cost worksheets along with documentation necessary to support the writing of Category Z project worksheets;
- f) Write requests for time extensions to FEMA;
- g) Provide Joint Preliminary Damage Assessments with Federal, State, and local partners;
- h) Track and monitor Contractor's own time and activities by project, or as otherwise allowed by Federal guidance for direct administrative, indirect, and project management costs;
- i) Tracking progression of all project worksheet versions through closeout;

- j) Provide accurate, complete and timely invoices;
- k) Provide services in a professional manner at all times; and
- l) Provide performance reports to the County when requested;
- m) Provide and gather supporting documentation for grant eligible 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, performing small project validation, assisting with hazard mitigation application development, and assisting with closeout activities, requests for final inspection, and tracking and compiling Direct Administrative Costs (DAC) for reimbursement;
- n) The Contractor shall remain on contract, unless otherwise notified, until the disaster has been closed out and all local, state, and federal audits have been completed.
- o) The Contractor shall have conducted a criminal background and driver's license check upon the hire for any person used in fulfilling this Agreement. The Contractor must E-verify the employment status of their employees and will maintain the documentation in their files. The County reserves the right to remove or reject any contracted staff person at any time. In addition, any subcontractor initiated under this contract must be reported to the County. It is important to guarantee the safety of the County's employees. In addition, costs can significantly exceed if the contractor hires a subcontractor so it is important that the County is aware;
- p) Time sheets for each contracted employee, including subcontractor employees, must accompany the submitted invoices. All time sheets must identify the employee and the position as authorized by this agreement;
- q) The Contractor should provide only Direct Administrative Costs (DAC) eligible activities unless otherwise requested by the County. If The County requests a non-DAC eligible item, the Contractor must inform the County that such activities are non-reimbursable by FEMA. If the Contractor is to perform any non-DAC eligible activities without a request, the Contractor must inform the County prior to claiming such costs. Project Worksheets (PWs) submitted by the Contractor and unapproved by FEMA will be deemed unallowable costs under this agreement and subject to refund for the costs allocated to such project worksheet. In addition, should direct administrative costs obligations approved by FEMA for individual project worksheets be less than the amount the County reimbursed the Contractor for the same project worksheet, the difference may be subject to refund back to the County. This provision shall survive the term of the contract and the County is entitled to seek all necessary relief in the enforcement of this provision.
- r) The successful Contractor will be required to include contractual terms as required by FEMA including but not limited to Executive Order (EO) 11246, Copeland Anti-Kickback Act (for construction/repair projects), Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, Section 306 of the Clean Air Act, Section 508 of Clean Water Act, Executive Order 11738, EPA regulations 40 CFR 15, certification under the Byrd Anti Lobbying Amendment and the State Energy Conservation Act.
- s) The County will reserve the right to cancel the contract for convenience.

2.1.2. In addition, as needed, the contractor should be capable to meet all of the County's needs including, but not limited to, the following:

- a) Provide emergency planning, disaster recovery, mitigation planning and program management services required/requested by the County
- b) Prepare Project Worksheets and Detailed Damage Inspection Reports as required or needed

- c) Make project eligibility determinations, research and maintain documentation to support eligibility
- d) Coordinate with the State and Federal Agencies
- e) Work with homeowners and local government staff (including the Local Mitigation Strategy Committee) to prepare timely Hazard Mitigation Grant Program (HMGP) grant applications
 - 1. Conduct public and individual meetings to assist homeowners with the program requirements
 - 2. Prepare project Scope of Work and budget
 - 3. Comply with all grant program mandates and documentation requirements
 - 4. Conduct financial tracking of program funds and homeowner payments
- f) Develop and submit quarterly progress reports to the County and State
- g) Assist and facilitate local government staff with the Public Assistance (PA), HMGP, Community Development Block Grant (CDBG) and Economic Development Administration (EDA), Fire Management Assistance Grant program (FMAG) processes
- h) Provide in-progress reviews as required to keep the County informed on project progress
- i) Prepare Project Worksheet closeout packages
- j) Review all procurement to ensure FEMA eligibility
- k) Track all disaster related expenses and maintain support documentation to justify each expenditure
- l) Assist with integrating mitigation actions into the recovery process, specifically with the use of Section 406 hazard mitigation funds.

2.2 Program Staff Augmentation List

1. **Contract Manager**-Provide guidance and supervision of contracted staff. Ensure all rules, policies and guidelines are adhered to in accordance with State and Federal regulations. Oversee the project management of contracted purchase orders and act as liaison to the State's Program and Contract Managers. Responsible for quality control, performance reporting, providing all applicable State, Federal and County officials the status of projects, and coordinating with the State Public Assistance Officer, Deputy Public Assistance Officer, State Individual Assistance Officer, and Deputy Individual Assistance Officer when requested.

Although not an express requirement for the submission of a bid, the County expects that, at the time of contract performance, the Vendor will fill this position with an individual who enjoys a minimum of three years' experience working directly with the FEMA's Public Assistance and Individual Assistance Programs, at least one of which is in a management role supervising field staff and working under the guidelines of the Federal Emergency Management Agency in a response capacity.

2. **Program Manager** - Provide supervision of Project Specialists, provide information to the State's Program and Contract Manager, establish and maintain quality control, provide technical support, monitor and report status of projects. Knowledgeable and experienced with FEMA rules and regulations, able to work with State, Federal and local officials and be customer service oriented.

Although not an express requirement for the submission of a bid, the County expects that, at the time of contract performance, the Vendor will fill this position with an individual who enjoys a minimum of two years' experience working directly with FEMA's Public Assistance and Individual Assistance Programs, at least one of which is in a management role supervising field staff and working under the guidelines of the Federal Emergency Management Agency in a response capacity.

3. Program Specialist

- a. Public Assistance Specialist - Develop project worksheets, gather documentation from Subgrantees, determine eligibility of Sub grantee's work, assist in project applications, and provide programmatic assistance to Subgrantees. Knowledgeable of FEMA rules and regulations, able to work with State, Federal and local officials and be customer service oriented.

Although not an express requirement for the submission of a bid, the County expects that, at the time of contract performance, the Vendor will fill this position with an individual who enjoys a minimum of one year of experience working directly with FEMA's Public Assistance Program.

- b. Individual Assistance Specialist - Document the impact and magnitude of an event on housing, businesses and other private sector interests. Identify unmet needs of individuals, businesses, the public sector and the community. Prepare reports, verify impacts and assess damage of affected area. Knowledgeable of Individual Assistance response priorities, able to work with State, Federal, local officials and impacted citizens and be customer service oriented.

Although not an express requirement for the submission of a bid, the County expects that, at the time of contract performance, the Vendor will fill this position with an individual who enjoys a minimum of one year of experience working directly with FEMA's Individual Assistance Program.

4. **Project Specialist** - Prepare and process grant payments, monitor grant activities, coordinate and communicate with stakeholders, ensure contract and records are maintained, prepare correspondence. Knowledgeable of grants management, able to work with State, Federal and local officials and be customer service oriented. Assists in the advancement and monitoring of Recovery projects, Stafford Act Appeals, financial monitoring and reporting, and recovery logistics. Prepare and upload project documentation, and prepare status tracking reports of projects. Must have the ability to perform administrative assignments in an accurate and efficient manner.

5. **Administrative Support Specialist** - Prepare and upload documents, tabulate timesheets, provide human resources support, answer phone lines, general administrative duties in the overall support of projects, field operations and management. Must have the ability to perform administrative functions in an accurate and efficient manner.

SECTION 3.0 PROPOSAL RESPONSE REQUIREMENTS

- 3.1 A response to this RFP should include the following information at a minimum. Please note that the proposal should address the requirements listed above in a clear and concise manner in the order stated herein. The response shall clearly detail how the services that you are proposing can best satisfy the County's needs.

The submitted proposal must follow the rules and format outlined within this section. Adherence to these rules will ensure a fair and objective analysis of all proposals. Unnecessarily lengthy documents are discouraged.

Proposals must be tabbed as follows and must include the information/documents specified in the applicable tab. Proposals that do not adhere to the following format or include the requested information/documents may be considered incomplete and therefore unresponsive by the County.

- 3.2 The County reserves the right to seek additional/supplemental representation on specific issues as needed.
- 3.3 Proposers shall construct their proposal in the following format and a tab must separate each section. **Do not submit TECHNICAL PROPOSAL and COST/FEE PROPOSAL together. Place in separate sealed envelopes/packaging.**

PROPOSAL 1 – TECHNICAL PROPOSAL (NO COST INCLUDED)

In a **SEALED ENVELOPE** (or other packaging), provide ONE (1) signed ORIGINAL HARD COPY (SO IDENTIFIED) and SIX (6) IN ELECTRONIC FORMAT COPIES (FLASH DRIVE OR COMPACT DISC (CD)) IN MICROSOFT WORD 10.0 OR HIGHER AND ADOBE ACROBAT of the Proposal which is to be saved and submitted in the same format as described herein. The Department expects all to be in this format.

DO NOT INCLUDE ANY COST/FEEES IN ANY PART OF THE TECHNICAL PROPOSAL.

Tab 1. Executive Summary

Present in brief, concise terms, a summary level description of the contents of the proposal and your company and its capabilities, including a brief history and average number of employees over the past five years. Give the names of the person(s) who will be authorized to make representations for the proposer, their title(s), address (es), and telephone and fax number(s). Also include the address of the office that is to perform the work, the Federal Identification Tax Number or Social Security Number, and the age of the firm. If this is a joint venture, list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) of each firm. If a joint venture, has the joint venture previously worked together? If yes, on what projects? A copy of the joint venture agreement should be provided, if available at this time. If the joint venture agreement is not available at this time, then the selection of the firm will be subject to the County receiving and approving the joint venture agreement, prior to negotiating the contract. The summary must be limited to a maximum of two pages and the signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal proponent.

Title Page. Type the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the title of the RFP.

Table of Contents. Include a clear identification of the written material by section and by page number.

Tab 2. Response to Proposal. Specifically state the Proposer understands of the work to be accomplished and make a positive commitment to perform the work in Section 2.0.Statement of Work.

Tab 3. Section 2.0, Statement of Work. Include all the requirements and/or documentation requested under Section 2.0 Statement of Work and Section 3.0 Proposal Response Requirements. If the vendor does not meet the minimum requirements, the vendor will be eliminated from further evaluations.

Tab 4. Minimum qualifications:

Proposer shall be registered to conduct business in the State of Florida.

Proposer shall have been successfully engaged in providing similar services for a **minimum of two years** within the last ten years and shall have provided services for a minimum of three organizations of which two must be municipalities, counties or other governmental agencies.

Tab 5. References.

Include a reference list of clients to whom the Proposer has provided services similar to those being proposed to the County. Proposers shall provide the following information for

each organization/agency:

- Name of Client
- Date of Services (including type of services)
- Address
- Contact Person and Title
- Telephone Number and E-mail Address
- Types of modules included in contract

Proposer shall provide information on having demonstrated extensive prior experience in the Disaster Recovery Services.

Proposer shall also indicate if any contracts have been cancelled within the last 5 years and shall provide the reason for the cancellation.

The proposer must provide evidence of its financial condition. Please state the numbers of years the firm has been in business and provide your most recent certified financial statement attached and made part of your proposal. Specifics on the required information to provide for each client are detailed under Section 2.0 Statement of Work and Section 3.0 Proposal Response Requirements.

Tab 6. General Statement of Experience. Include a written, verifiable statement of experience in providing and managing similar services as detailed in Section 2.0 Statement of Work. If the Proposer does not possess an experience similar to the services required, Proposer shall provide any pertinent information or experience Proposer feels may qualify Proposer for consideration of award.

Tab 7. Operational Plan. Include a narrative description and/or organizational chart outlining the methods of operation, operational structure, and services to be provided by the Proposer. This description should fully and completely demonstrate the Proposer's intended methods for servicing the requirements. Proposers are also encouraged to provide any other pertinent information that will assist the County in evaluating the proposed method of operation.

Tab 8. Proposed Management and Operations Plan.

Proposer is to provide in sufficient detail to allow the County to evaluate how Proposer's management and operating plan will achieve the goal of providing disaster recovery services.

Tab 9. Management Plan.

The Proposer must specifically name key staff members who will directly work with the County on a day-to-day basis. Please name the project team manager and clearly indicate this individual's level of authority and responsibilities necessary to successfully complete this project.

Please describe the manner in which personnel will be organized; briefly describe each team member's experience with disaster recovery services, and provide a professional resume of each team member.

Since the County is interested in the firm's commitment to the project, please indicate other commitments of your team members. The County will reserve the right to disqualify any individual from assignment to this project if it is felt to be in the best interest of the County.

Give brief resume of key persons to be assigned to the project including but, not limited to:

- a) Name & Title
- b) Job assignment for other projects/Percentage of time to be assigned to this project

- c) Experience
 - 1) How many years with this firm and how many years with other firms
 - 2) Types of projects the person has worked on and what was the specific project involvement?
- d) Education
- e) Other experiences and qualifications that is relevant to this project

Tab 10. Satisfaction of Requirements

10.1. Other Information

10.1.1 Essential Components

Anything the Proposer deems essential to the successful implementation of the requirements of this RFP (not included in the County's specifications or requirements) may be included in this part of proposal. This information should be relevant and in response to a requirement of this RFP as extraneous information will be disregarded.

10.1.2 Environmental Impact

Preference will be given to solutions that have a favorable environmental impact.

Tab 11. Miscellaneous Documents

- Attachment A – Representations/Certifications
- Attachment B – MWBE Utilization
- Attachment C – MWBE Good Faith Effort
- Attachment D – Certification of Drug-Free Workplace Program
- Attachment E – Cost/Fee Proposal
- Attachment F – LABEL for Proposal Submission
- Acknowledged and signed Addenda to this RFP (if any)
- Proposed contract (if awarded) in Microsoft Word format (if available)

PROPOSAL 2 – COST/FEE PROPOSAL

In a **SEALED ENVELOPE** (or other packaging), provide **ONE (1) signed ORIGINAL HARD COPY (SO IDENTIFIED) and SIX (6) IN ELECTRONIC FORMAT COPIES (FLASH DRIVE OR COMPACT DISC (CD)) IN MICROSOFT WORD 10.0 OR HIGHER AND ADOBE ACROBAT** of the Proposal which is to be saved and submitted in the same format as described herein. The Department expects all to be in this format. Failure of the Proposer to follow this outline may result in the rejection of the Proposals, or result in a lower evaluation score. Use **ATTACHMENT E** for this purpose. See **Pricing Examples** below in 3.4

DO NOT INCLUDE ANY COSTS/FEE IN ANY PART OF TECHNICAL PROPOSAL.

A completed copy of attached *COST/FEE PROPOSAL FORM* must be included in COST/FEE PROPOSAL only. Costs must be guaranteed for a period of not less than three (3) years from the effective date of the ensuing contract.

3.4 TECHNICAL AND COST/FEE PROPOSAL SHALL BE DELIVERED AS FOLLOWS:

All proposals must be delivered SEALED to the County at the address shown below no later than the time and date set for receipt of proposals (see Section 4.0 – Schedule of Events). Failure to comply with this or any other paragraph of the Request for Proposals may be sufficient reason for rejection of the entire proposal.

DELIVER THE SEPARATE TECHNICAL PROPOSAL AND COST PROPOSAL ENVELOPES/PACKAGES TO:

**CALHOUN COUNTY COURTHOUSE
CLERK OF COURT
20859 CENTRAL AVENUE EAST, ROOM 130
BLOUNTSTOWN, FL 32424**

3.4.1 EACH SEALED PROPOSAL PACKAGE SHOULD BE LABELED WITH THE PROPER IDENTIFICATION. ATTACHMENT F – PROPOSAL LABEL HAS BEEN PROVIDED FOR YOUR USE.

- For time and date set for receipt of proposals see Section 4.0 – Schedule of Events.
- Number each sealed package sequentially (i.e. "1 of 3", "2 of 3", and "3 of 3").

3.4.2 **ALL PROPOSALS RECEIVED WILL BE RECORDED AND CLOCKED-IN AT THE CALHOUN COUNTY CLERK'S OFFICE.** The responsibility for submitting the proposal to the Calhoun County Clerk's Office no later than the specified time and date is solely that of the proposer. The County will in no way be responsible for delays in mail delivery, courier, or any other third-party delivery, or delays caused by any other occurrence.

LATE PROPOSALS WILL NOT BE ACCEPTED OR CONSIDERED FOR EVALUATION.

3.4.4 All proposals must be in writing. Non-responsive proposals will not be considered. The signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal Proposer.

3.4.5 The County shall not be liable for any costs incurred by a Proposer prior to entering into a contract. Therefore, all Proposers are encouraged to provide a simple, straightforward, and concise description of their ability to meet the project requirements.

3.4.6 REQUEST FOR COPY OF SUBMITTED PROPOSALS

Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution [State of Florida] until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. If an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraw the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.

(<http://www.flsenate.gov/Laws/Statutes/2011/119.071>)

SECTION 4.0 SCHEDULES OF EVENTS

The proposed time schedule as related to this procurement is as follows:

An addendum to this RFP will be issued if any of these dates/times change.

EVENT	DATE
Release of RFP	11/12/2018
Deadline for Requests for Clarification, Questions, etc.	11/20/2018 by 2:00 PM (CST)
Anticipated Addendum in Response to Questions Received on or about	11/20/2018 by 4:00 PM (CST)
Proposal Due Date/Time (Deadline)	11/27/2018 by 2:00 PM (CST)
Scoring by Evaluation Committee	12/3/2018
Anticipated Posting of the Bid Tab on or about	12/3/2018 by 2:00 PM (CST)
Anticipated Contract Approval/Award on or about	12/3/2018

SECTION 5.0 EVALUATION OF PROPOSALS

Evaluation of proposals will be performed consistent with the County's Procedures Manual using the following criteria and weighted values:

CRITERIA	MAX SCORE	FACTOR	MAXIMUM POINTS
TECHNICAL PROPOSAL			
Executive Summary	5	0	0
Response to Proposal	5	1	5
Statement of Work	5	2	10
Minimum qualifications	5	4	20
References	5	4	20
General Statement of Experience	5	2	10
Proposed Management and Operations Plan	5	7	35
COST/FEE PROPOSAL			
Cost to The County	30	1	30
Maximum Points Allowed			130

SECTION 6.0 MINORITY WOMEN BUSINESS PARTICIPATION

MWBE participation shall not be considered selection criterion in the RFP evaluation /scoring process.

- 6.1 It is the goal of this Project to have a minimum 12.5% MWBE participation. The proposer shall include an MWBE Participation Plan within the RFP response. Key elements of the plan will

include:

- 6.1.1 An explanation / narrative of how the goal of 12.5% MWBE participation shall be met for this contract.
- 6.1.2 List of the locally certified MWBE firms that will be utilized on this contract including the services they are to provide.
- 6.1.3 The methodology for monitoring the MWBE participation on a continuing basis.
- 6.1.4 If no suitable MWBE participation can be found, the Proposer must demonstrate a Good Faith Effort was made to identify a suitable MWBE and Attachment C will need to be included in the RFP Response. (Need to make sure that attachments correspond to designation in the RFP)

6.2 Good Faith

Failure to submit the MWBE Plan and/or Good Faith documentation shall result in the proposal being deemed as non-responsive to the MWBE portion of the proposal specifications. If MWBE participation is not available or will not be used for this contract, it must be documented and justified on the Good Faith Effort form.

SECTION 7.0 CONTRACT AWARD

- 7.1 The County intends to award to one (1) prime Contractor who will be responsible for providing services offered in the proposal to the County, whether performed by the Contractor's own employees or through the use of sub-Contractors. This prime Contractor shall be the sole point of contact for the County with regard to contractual matters.
- 7.2 The County also reserves the right to award to a second Prime Contractor who will be responsible for providing services offered in the proposal to the County, whether performed by the Contractor's own employees or through the use of sub-Contractors. This prime Contractor shall be the sole point of contact for the County with regard to contractual matters.
- 7.3 Any multiple awards, if selected, shall be awarded at the sole discretion of The County.
- 7.4 The County reserves the right to incorporate the Contractor's proposal into a contract. Failure of a firm to accept this obligation may result in the cancellation of any award.
- 7.5 The selected firm will be required to assume responsibility for all services offered in the proposal. The County will consider the selected firm to be the sole point of contact with regard to contractual matters, including payment of any or all charges.
- 7.6 A copy of the official final scores, ranking, and recommendation will be posted and may available for review in the County Clerk's Office, upon completion of the evaluation process by the evaluation committee.

SECTION 8.0 RIGHT OF REJECTION

The County reserves the right to waive any informality in any proposal, to reject any or all proposals in whole or in part, with or without cause, and/or to accept the proposal that in its judgment will be in the best interest of the County and its citizens.

SECTION 9.0 REQUESTS FOR CLARIFICATIONS, INTERPRETATIONS, ASSISTANCE

All questions concerning this Request for Proposals must be directed through:

CHELSEA SNOWDEN
CONTRACTS AND GRANTS COORDINATOR
CSNOWDEN@FAIRPOINT.NET
850-674-8075

All telephone conversations are to be considered unofficial responses and will not be binding. Questions, verifying the Request for Proposals' content, if appropriate, will be responded to in writing. The written response will be the County's official response and will be mailed to all Proposers that requested the Request for Proposals. All Questions must be submitted no later than November 20, 2018, at 2:00 PM, Central Time.

SECTION 10.0 GENERAL TERMS AND CONDITIONS USED IN THE FINAL CONTRACT

These clauses are not all inclusive; the final contract will be sent to successful Proposer:

10.1 EQUAL OPPORTUNITY AGREEMENT

- 10.1.1 In connection with work performed under the County contract, the Proposer agrees, upon receipt of a written award or acceptance of a contract, to support and abide by the County's Equal Opportunity Pledge.
- 10.1.2 By submitting a proposal in response to this solicitation, the Proposer agrees to –
 - (a) Not discriminate against any employee or job applicant because of their race, creed, color, sex, marital status or national origin;
 - (b) Post a copy of this pledge in a conspicuous place, available to all employees and job applicants.
- 10.1.3 Place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontracts, that the Proposer is an "Equal Opportunity Employer".

10.2 PUBLIC ENTITY CRIMES

As required by Florida State Statute 287.133, (2 (a)), A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or a public work, may not submit proposals 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 s.287.017 for CATEGORY TWO [\$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify The County within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person.

10.3 INDEMNIFICATION

The Contractor shall indemnify and save harmless the County , its officials and employees, from all losses, damages, costs, expenses, liability, claims, actions, and judgments of any kind whatsoever brought or asserted against, or incurred by, the County , including without limitation attorney's fees and costs of litigation, to the extent that the same arise out of or are caused by any act or omission of the Contractor, its sub-Contractors or subcontractors, or by the employees, officers, directors, or agents of the Contractor, or its subcontractors.

10.4 ISSUANCE OF ADDENDA

- 10.4.1 If this solicitation is amended, the County will issue an appropriate addendum to the solicitation. If an addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.
- 10.4.2 Proponents shall acknowledge receipt of each addendum to this solicitation using one of the following methods:
- By signing and returning the addendum;
 - By signed letter;
 - By signed facsimile (subject to the conditions specified in the provision entitled "FACSIMILE DOCUMENTS".)
- 10.4.3 The County must receive the acknowledgment by the time and date, and at the location specified for receipt of proposals.

10.5 PAYMENT

10.5.1 Prompt Pay Policy

It is the policy of the County to fully implement the provisions of the State of Florida Prompt Payment Act. For more information, please refer to Florida Statutes Chapter 218.

10.5.2 Withholding Payment

In the event a contract is canceled under any provision herein, the County may withhold from the Contractor any monies owed on that or any contract, an amount sufficient to compensate for damages suffered because of the violation resulting in cancellation.

10.5.3 Financial Consequences

The Contract will contain financial consequences language similar to the following:

The County reserves the right to withhold payment of 5 percent from invoices for late performance, or to implement other appropriate remedies, such as contract termination or nonrenewal, when the Contractor has failed to perform or comply with provisions of this Contract. These consequences for non-performance shall not be considered penalties.

10.6 INSURANCE REQUIREMENTS:

Prior to commencing work, the Contractor shall procure and maintain at Contractor's own cost and expense for the duration of the agreement the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be included in Contractor's proposal.

10.6.1 Contractor shall maintain limits no less than:

Commercial General/Umbrella Liability Insurance - \$1,000,000 limit per occurrence for property damage and bodily injury. The service provider should indicate in its proposal whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:

- Premise/Operations
- Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
- Products/Completed Operations

- Contractual
- Independent Contractors
- Broad Form Property Damage
- Personal Injury

Workers' Compensation and Employers'/Umbrella Liability Insurance -- Workers' Compensation coverage with benefits and monetary limits as set forth in Chapter 440, Florida Statutes. This policy shall include Employers'/Umbrella Liability coverage for \$1,000,000 per accident. Workers' Compensation coverage is required as a condition of performing work or services for the County whether or not the Contractor or Vendor is otherwise required by law to provide such coverage.

10.6.2 Other Insurance Provisions

10.6.2.1 Commercial General Liability and Automobile Liability Coverage

- The County, members of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor or premises on which Contractor is performing services on behalf of the County. The coverage shall contain no special limitations on the scope of protection afforded to the County, members of the County Commission, boards, commissions and committees, officers, agents, employees and volunteers.
- The Contractor's insurance coverage shall be primary insurance as respects the County, members of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the County, members of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, members of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers.
- Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

10.6.2.2 Workers' Compensation and Employers' Liability and Property Coverage

The insurer shall agree to waive all rights of subrogation against the County, members of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of services under this Agreement.

10.6.2.3 All Coverage

- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the County.
- If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. The County, at its sole option, may terminate this Agreement and obtain damages from the Contractor resulting from said breach.

- Alternatively, the County may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to Contractor, the County may deduct from sums due to Contractor any premium costs advanced by the County for such insurance.
- The County named as "additional insured" as its interest may appear.

10.6.2.4 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retention must be declared to and approved by the County. At the option of the County, the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the County, members of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

10.6.2.5 Acceptability of Insurers

Insurance is to be placed with Florida admitted insurers rated B+, VIII or better by A.M. Best's rating service.

10.6.2.6 Verification of Coverage

Contractor shall furnish the County with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the County before work commences.

10.6.2.7 Subcontractors

Contractor shall include each of its subcontractors as insureds under the policies of insurance required herein.

10.7 ACCESS TO MEETINGS

Persons with disabilities requiring reasonable accommodations to attend meetings, please contact the purchasing representative specified above in Section 9, at least forty-eight (48) hours in advance (excluding weekends and holidays). Public notice of all Selection Committee meetings will be posted in the on the Clerks website and at the Calhoun County Courthouse, 20859 Central Avenue East, Blountstown, FL 32424, Blountstown, FL 32424 as far in advance of the meeting as possible.

10.8 CONFIDENTIALITY

- 10.8.1 By submitting a proposal in response to this solicitation, a Proposer acknowledges that the County is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Proposer further acknowledges that any materials or documents provided to the County may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by statute. Should a Proposer provide the County with any materials which it believes, in good faith, contain information which would be exempt from disclosure or copying under Florida law, the Proposer shall indicate that belief by typing or printing, in bold letters, the phrase "Proprietary Information" on the face of each affected page of such material. The Proposer shall submit to the County both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Proposer fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any

annotations to the contrary on the face of such document or any page(s) thereof.

- 10.8.2 Should any person request to examine or copy any material so designated, and provided the affected Proposer has otherwise fully complied with this provision, the County, in reliance on the representations of the Proposer, will produce for that person only the redacted version of the affected material. If the person requests to examine or copy the complete version of the affected material, the County shall notify the Proposer of that request, and the Proposer shall reply to such notification, in a writing that must be received by the County no later than 4:00 p.m., CT, of the second County business day following Proposer's receipt of such notification, either permitting or refusing to permit such disclosure or copying. Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Proposer refuses to permit disclosure or copying, the Proposer agrees to, and shall, hold harmless and indemnify the County for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by the County, or assessed or awarded against the County, in regard to the County's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Proposer is not initially named as a party, the Proposer shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any proposal submitted by a Proposer in response to the RFP and shall constitute the County's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the County.

10.9 GRIEVANCE PROCEDURES

- 10.9.1 Right to Protest. Any prospective Bidder or Proposer may protest the provisions of a Request for Bids (IFB) or Request for Proposals (RFP).

i Protest of Specifications or Proceedings Prior to Bid Opening

Any actual or prospective bidder, or contractor, who is aggrieved in connection with the solicitation of a contract or bid, may protest on the grounds or irregularities in specifications or bid procedure.

ii Protest of Recommended Award

Any actual bidder or Proposer, who is aggrieved in connection with the evaluation of bids, the evaluation of proposals, or the staff recommendation regarding award of a contract, provided that such bidder or Proposer would have been awarded the contract but for the aggrieved action, may protest such evaluation or award recommendation.

- 10.9.2 Filing a Protest. A written protest shall be considered filed, for purposes of this procedure when all related items are actually delivered to and received by the Calhoun County Clerk's Office. All protest shall be directed to the attention of the Board of County Commissioners.

- i For a protest related to the specifications or proceeding of an IFB or RFP, a formal written protest must be filed no later than 72 hours (excluding weekends and holidays) prior to the scheduled bid opening date. Failure to timely file the written protest including the required protest bond/cashier's check, shall constitute a waiver of such protest.
- ii For a protest related to the evaluation of bids, evaluation of proposals, or staff recommendation regarding award of a contract, a written notice of intent to protest must be filed with the County Clerk's Office within 72 hours (excluding weekends and holidays) after the announcement of the intended recommendation regarding award, and a written protest, must be filed with the County Clerk's Office no later than 4:00 p.m., CT, on the seventh (7th) calendar day following the date on which the written notice of intent to protest was filed. A weekend commences at 12:00 a.m., CT, on Saturday and ends at the same time on the following Monday. A holiday begins at 12:01 a.m., CT, on the observed holiday and ends at

the same time on the following day. Such written protest shall state, with particularity the facts and grounds upon which the protest is based, and shall include references to applicable laws, statutes, ordinances, policies, or other authority on which the protest is based. Failure to timely file either the notice of intent or the written protest including the protest bond/cashier's check, shall constitute a waiver of such protest.

10.9.3 Protest Bond. Any person who files a formal written protest shall post with the County Clerk's Office, at the time of filing the formal written protest, a cashier's check or bond payable to The County in an amount equal to 1 percent of the County's estimate of the total volume of the contract or \$5,000, whichever is less.

10.9.4 Final Decision. The Board of County Commissioners or their designee shall consider each protest and shall render a final determination. If the decision of the Board of County Commission or designee upholds the action taken by the County, then the County shall retain the amount in payment of a portion of the cost and expense, including but not limited to, time spent by the County staff in responding to the protest and in conducting the evaluation of the protest. If the decision of the Board of County Commission or designee does not uphold the action taken by the County, then the County shall return that amount, without deduction, to the person or entity filing the protest

10.9.5 Stay of Procurement During Bid Protest. In the event protest is filed in accordance with the bid protest procedures herein, the Board shall not proceed further with the solicitation or award of the contract until the Board or designee has rendered a written decision regarding the protest or until the Board or their designee makes a written determination that continuation of the process and award of a contract without delay is necessary to protect the substantial interest of the County .

10.10 PROHIBITED COMMUNICATIONS

Any form of communication, other than written correspondence, shall be prohibited between any person and representative of any company seeking an award of this solicitation and any County Commissioner or Commissioners staff, or any the County employee authorized to act on behalf of the County Commission. Prohibited communications shall be in effect from the date/time submittals are due for this solicitation until the County Commission or authorized designee awards or approves a contract, rejects all responses, or otherwise takes action which ends the solicitation process.

10.11 PURCHASES BY OTHER PUBLIC AGENCIES

With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same terms and conditions stated herein. This agreement in no way restricts or interferes with the right of any Florida State or political subdivision or other public entity to bid any or all of these items independently.

10.12 CERTIFICATION OF DRUG-FREE WORKPLACE

Proposers should submit, with their proposal, an executed Drug Free Workplace Certification (Attachment B) indicating that the proposer has implemented a Drug Free Workplace Program which meets the requirements of Section 287.087, Florida Statutes.

**ATTACHMENT A
REPRESENTATIONS / CERTIFICATIONS**

TAXPAYER IDENTIFICATION

Bidder must complete Federal Form W-9 and submit it with their bid. The form may be downloaded from the Internal Revenue web site at www.irs.gov.

OFFICIAL COMPANY INFORMATION AS REGISTERED (Type/Print)

COMPANY NAME: _____

MAIL ADDRESS: _____

(County) (State) (Zip Code+4)

TELEPHONE NO: VOICE: (____) _____, EXTENSION: _____
(Toll-Free Preferred) OTHER: (____) _____; FAX: (____) _____

EMAIL ADDRESS: _____

WEBSITE URL: _____

COMPANY CONTACT FOR CONTRACT MANAGEMENT (Type/Print)

PERSON NAME: _____

TELEPHONE NO: VOICE: (____) _____, EXTENSION: _____
(Toll-Free Preferred) OTHER: (____) _____; FAX: (____) _____

EMAIL ADDRESS: _____

PAYMENT REMITTANCE ADDRESS (Type/Print) (if same as 2.8, enter "SAME 2.8")

NAME: _____

MAIL ADDRESS: _____

(County) (State) (Zip Code+4)

TELEPHONE NO: VOICE: (____) _____, EXTENSION: _____
(Toll-Free Preferred) OTHER: (____) _____; FAX: (____) _____

EMAIL ADDRESS: _____

CONTACT FOR INVOICE INQUIRIES

NAME: _____

TELEPHONE NO: VOICE: (____) _____, EXTENSION: _____
(Toll-Free Preferred) OTHER: (____) _____; FAX: (____) _____

EMAIL ADDRESS: _____

WHERE TO SEND PURCHASE ORDER (IF APPLICABLE)

COMPANY NAME: _____

MAIL ADDRESS: _____

(County) (State) (Zip Code+4)

ATTACHMENT B
MWBE UTILIZATION FORM

Respondent: _____

Address: _____

Phone: _____ - _____ - _____ Email Address: _____

RFP # and Name: _____

MWBE SUB CONTRACTORS INTENDED TO BE UTILIZED ON THE PROJECT

Name of MWBE Sub-Contractor/Supplier:

Address: _____

Phone: _____ - _____ - _____ Is the sub-contractor a certified MWBE? ____ Yes ____ No

If yes, please provide a copy of your certification letter or certificate.

Dollar amount of contract with sub-contractor/supplier: \$_____

Percentage amount of contract with sub-contractor/supplier: _____%

Description of scope of work performed under agreement with the sub-contractor for amount indicated above:

PLEASE SUBMIT A SEPARATE FORM FOR EACH SUB-CONTRACTOR/SUPPLIER.

ATTACHMENT C

STATEMENT OF GOOD FAITH EFFORTS MWBE Professional Service Projects

PROPOSER: _____

DATE: _____

This form is to be completed if proposer fails to achieve the MWBE goals established for this project. The proposer is allowed to use an alternate method that demonstrates the good faith efforts made to meet the goals established as long as all of the requested information is included. Failure to include all requested information may result in the proposal being determined as non-responsive to the MWBE goals.

The following list is not intended to be exclusive or exhaustive and the County will look not only at the different kinds of efforts the proposer has made, but also the quality, quantity, intensity and timeliness of those efforts; it is the responsibility of the proposer to exercise good faith efforts. Any act or omission by the County shall not relieve the proposer of this responsibility.

A response is required to address each cited paragraph. Additional pages may be added as necessary.

1. **Attendance at Pre-Proposal conference, if held:**

☐ Yes ☐ No ☒ Not Held
(10 POINTS)

2. **Whether and when the proposer provided written notice to certified MWBE's listed in governmental program directories that perform the type of work to be subcontracted and advising the MWBE's of the specific work the proposer intends to subcontract; that their interest in the contract is being solicited; and how to obtain information for the review and inspection of contract plans and specifications. (20 POINTS)**

All letters from proposers to prospective MWBE subcontractors should be post marked a minimum of 12 calendar days or faxed recorded 7 days prior to proposal opening.

A. Provide complete list of all MWBE's solicited.

B. Provide **DATE** letters were mailed (MWBE's will be canvassed as to who sent them letters and what date they were received.) Provide a copy of solicitation and all other letters sent to MWBE's. Recommended information in your solicitation letter can include, but not limited to, the following:

- Project specific information.
- Your willingness to assist with supply purchases.
- Bonding requirements of your firm.
- Any assistance your firm will be giving regarding bonding requirements, lines of credit and insurance requirements.
- Availability of specifications and plans through your office.
- Best time to reach you by phone (MWBE firms will be canvassed regarding your responsiveness to their calls and project information they received from your firm.)
- Proposal opening date and all addendum information.
- Your requirements/time frames/payment schedules.

3. **Whether the proposer selected feasible portions of work to be performed by MWBE's, including, where appropriate, breaking contracts or combining elements of work into feasible units. The ability of the proposer to perform the work with its own work force will not in itself excuse a contractor from making positive efforts to meet the established goals. (10 POINTS)**

If appropriate, detail any subcontracting category that you have broken down to assist MWBE firms and list firms that have been made aware of this reduced scope.

Subcontracting Category**MWBE Firm**

4. Whether the proposer considered all quotations received from MWBE's and for those quotations not accepted, the proposer should provide an explanation of why the MWBE will not be used during the course of the contract. Receipt of lower quotation from non-MWBE will not in itself excuse a proposer's failure to meet project goals. (15 POINTS)

List all MWBE firms who quoted this project; the amount quoted, and the successful subcontractor (if not the MWBE firm) and their quote:

<u>Name of MWBE</u>	<u>MWBE's Quote</u>	<u>Name of non-MWBE Subcontractor Chosen</u>	<u>Subcontractor's Quote</u>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>

5. Whether the proposer provided interested MWBE's assistance in reviewing the contract plans and specifications. (5 POINTS)

Name the MWBE firms provided assistance and describe how your firm provided such assistance.

6. Whether the proposer assisted interested MWBE firms in obtaining required bonding, lines of credit or insurance if such assistance was necessary. (5 POINTS)

If the project was above \$200,000 or exempt from bonding, name the MWBE's assisted and describe the assistance provided.

7. Indicate whether the proposer has utilized MWBE subcontractors on the County, or other local, contracts within the past six months. (10 POINTS)

<u>Project Name</u>	<u>MWBE Firms Used</u>	<u>Dollar Value</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

8. Whether the proposer advertised in general circulation, trade association, and/or minority/women - focus media concerning the subcontracting opportunities. (10 POINTS)

List which papers carried your ad and attach a copy of the ad.

9. Written documentation that the proposer contacted local M/WBE Offices or, if applicable, Federal MWBE/DBE Offices, for guidance and assistance if having difficulty obtaining minority participation and unable to identify portions of work that can be feasibly broken down. (10 POINTS)

List minority/women organizations contacted. (A minimum of three organizations must be contacted.)

<u>Organization</u>	<u>Person Contacted</u>	<u>Date Contacted</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

10. Describe any additional efforts or circumstances, which may assist the County in determining your Good Faith Efforts. (5 POINTS)

A minimum score equal to 80% of the eligible points is required to achieve an acceptable good faith effort determination.

Attachment D

Certification of Drug-Free Workplace:

Section 287.087 of the Florida Statutes provides that, where identical tie bids are received, preference shall be given to a bid received from a bidder that certifies it has implemented a drug-free workforce program. Please sign below and return this form to certify that your business has a drug-free workplace program.

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. False statements are punishable at law.

BIDDER'S NAME:

By: _____

Authorized Signature	Print Name and Title
----------------------	----------------------

Attachment E
COST / FEE Proposal
(Sample)

Submit your recommended deliverables, timeline and pricing shall be submitted in MICROSOFT EXCEL FORMAT. Please add additional lines as needed.

DO NOT INCLUDE ANY PRICING IN ANY PART OF THE TECHNICAL PROPOSAL.

RESPONDENT/COMPANY NAME: _____

DELIVERABLES #	DESCRIPTION	ANTICIPATED TIME TO COMPLETE DELIVERABLE	DELIVERABLE COST
* GRAND TOTAL COST			

* Evaluation Points will be calculated on the Grand Total Cost.

The following cost breakdown is required to identify the key personnel, roles and pay scale of those working on this project. These costs outlined below are not additional to those Task costs identified above. Add additional pages as needed to include proposed Personnel.

EMPLOYEE #	PERSONNEL NAME - TITLE	HOURLY RATE	PERCENTAGE OF TIME DEDICATED TO PROJECT
1			
2			
3			
4			

**Attachment F
PROPOSAL LABEL**

Each Proposal envelope/box shall be sealed and identified as specified below:

PLEASE FILL OUT THE LABEL BELOW AND ATTACH IT TO YOUR RFP RESPONSE PACKAGE(S).
Cut out label and tape to outer sealed envelope(s) or package(s).



DO NOT OPEN - SEALED PROPOSAL

**Calhoun County Request for Proposals
Hurricane Micahel Disaster Recovery Services**

DUE DATE AND TIME: November 27, 2018 at 2:00 PM (CST)

LATE PROPOSAL WILL NOT BE ACCEPTED

FROM

Name of Firm:

Contact Name:

Phone No.:

Email Address:

Fax No.:

Deliver To:

**Calhoun County Clerk's Office
20859 Central Avenue East, Room 130, Blountstown, FL 32424**