

**COLUMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS**

**REQUEST FOR PROPOSAL
2020-C
POST-STORM EMERGENCY REPAIRS**

The Board of County Commissioners (County) will receive sealed bids in the office of Commissioners, 135 NE Hernando Avenue, Post Office Box 1529, Lake City, FL 32056-1529, (386) 719-2028, until 3:00 PM on Friday, March 13, 2020, for the following:

Post-Storm Emergency Repairs.

To be eligible for consideration, all proposers must be registered in the State of Florida to practice their profession at the time of proposal. Proposers without a complete proposal described will be considered improper. The Request for Qualifications information is available online only at: <http://www.columbiacountyfla.com/PurchasingBids.asp>

Bids will be publicly opened in the Commissioner's Office at 3:00 PM on Friday, March 13, 2020, or as soon thereafter as practical. Bidders are fully responsible for the delivery of the bids. Bids may be withdrawn at any time prior to the bid opening. Late bids will not be accepted or considered. Bid delivered in any other format other than specified in this bid will not be accepted under any circumstances. Questions regarding this solicitation must be received via email to ray_hill@columbiacountyfla.com or echung@columbiacountyfla.com no later than Friday, March 6, 2020 at 5:00 PM local time. Responses to those questions considered material to the solicitation shall be distributed via formal addenda.

Columbia County welcomes your response to this bid. Proposals should be prepared in accordance with the bid instructions and will be evaluated by Columbia County as stated in the evaluation section of this document. Columbia County reserves the right to waive any formalities, to reject any or all proposals or to re-advertise for proposals for these services. Columbia County may withdraw all or part of this bid at any time to protect the interests of the County. All Proposers are asked to be thorough yet concise in their response. Failure to provide the response in the manner prescribed herein may be grounds for disqualification.

The bidder is required to use the "Bid Form" attached and hereto, which attached to the "Information to Bidders" and "Specifications" shall remain intact. Any variation from these minimum specifications must be clearly stated on a separate sheet and attached to the "Bid Form" Only one bid form set will be furnished each company or corporation interested in bidding. The one complete bid form set is to be submitted in a sealed envelope. Proposers shall indicate Bid Number, Project Title on the outside of the envelope and the name and address of the firm submitting the bid.

All Proposers are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.

SECTION I. GENERAL INSTRUCTIONS

These instructions will bind bidders and conditions herein set forth, except as specifically qualified in special bid and contract terms issued with any individual bid.

1. The following criteria are used in determining low responsible bidder:
 - A. The ability, capacity and skill of bidder to perform required service.
 - B. Whether the bidder can perform service promptly or within specified time.
 - C. The character, integrity, reputation, judgment, experience and efficiency of bidder.
 - D. The performance of previous contracts with Columbia County.
 - E. The suitability of equipment or material for county use.
 - F. The ability of bidder to provide future maintenance.
2. Payment Terms are net (30) unless otherwise specified. Favorable terms, discounts, may be offered and will be considered in determining low bids if they are deemed by Purchasing Department to be advantageous to the County.
3. All bids should be tabulated, totaled and checked for accuracy. Unit price will prevail in case of errors.
4. All requested information shall be included in the envelope. All desired information must be included for your bid to receive full consideration.
5. If anything on the bid request is not clear, you should contact the Purchasing Director immediately.
6. A bidders list is available at the Purchasing Office.
7. Quote all prices F.O.B. our warehouse or as specified in bid documents.
8. Each proposal shall be clearly marked on the outside of the envelope including Fed Ex, UPS or other delivery service envelopes, as a sealed bid. The name of the item being bid shall be shown on the outside in full.
9. No responsibility shall attach to any County representative or employee for the premature opening of bids not properly addressed or identified.
10. If only one (1) bid is received, the bid may be rejected and re-advertised or excepted if determined to be in the counties best interest.
11. Bids received late will not be accepted, and the County will not be responsible for late mail delivery.
12. Telephone and facsimile bids will not be acceptable in formal bid openings (sealed bids). Should a bid be misplaced by the County and found later, it will be considered. Any bidder

may request and shall receive a receipt showing the day and time any bid is delivered to the appropriate office of the County from the personnel thereof.

13. Bids requiring bid bonds will not be accepted if bond is not enclosed. Cash or certified check will be accepted in lieu of bond except on construction projects where cost exceeds \$40,000.
14. All bidders must be recognized dealers in the materials or equipment specified and is qualified to advise in their application or use. A bidder at any time requested must satisfy the Purchasing Office and the County Manager that he has the requisite organization, capital, plant, stock ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which he is interested.
15. Any alterations, erasures, additions, or admissions of required information or any changes to specifications or bidding schedule are done at the risk of the bidder. Any bid will be rejected that has a substantial variation, that is; a variation that affects price, quantity, and quality or delivery date (when delivery is required by a specific time).
16. When requested, samples will be furnished to the County free of expense, properly marked for identification and accompanied by a list where there is more than one (1) sample. The County reserves the right to mutilate or destroy any sample submitted whenever it may be to the best interest of the County to do so for the purpose of testing.
17. The County will reject any material, supplies or equipment that did not meet the specifications, even though the bidder lists the trade names or names of such material on the bid or price quotation form.
18. The unauthorized use of patented articles is done entirely at the risk of the successful bidder.
19. The ESTIMATED QUANTITY given in the specifications or advertisements is for the purpose of bidding only. The County may purchase more or less than the estimated quantity and the vendor must not assume that such estimated quantity is part of the contract.
20. Only the latest model equipment as evidenced by the manufacture's current published literature will be considered. Obsolete models of equipment not in production will not be acceptable. The equipment shall be composed of new parts and materials. Any unit containing used parts or having seen any service other than the necessary tests will be rejected. In addition to the equipment specifically called for in the specification, all equipment catalogued by the manufacturer as standard or required by the State of Florida shall be furnished with the equipment. Where required by the State of Florida Motor Vehicle Code, vehicles shall be inspected and bear the latest inspection sticker of the Florida Department of Revenue.

21. The successful bidder on motor vehicle equipment shall be required to furnish with delivery of vehicle, certificate of origin and any other appropriate documentation as required by the Florida Motor Vehicle Department.
22. Prospective bidders are required to examine the location of the proposed work or delivery and determine, in their own way, the difficulties, which are likely to be encountered in the prosecution of the same.
23. All materials, equipment and supplies shall be subject to rigid inspection, under the immediate supervision of the Purchasing Department, its designee and /or the department to which they are delivered. If defective material, equipment, or supplies are discovered, the contractor, upon being instructed by the Purchasing Department or designee, shall remove, or make good such material, equipment, or supplies without extra compensation. It is expressly understood and agreed that the inspection of materials by the County will in no way lessen the responsibility of the Contractor release him from his obligation to perform and deliver to the County Sound and satisfactory materials, equipment, or supplies. The Contractor agrees to pay the costs of all tests upon defective material, equipment, or supplies or allow the costs to be deducted from any monies due him from the County.
24. Unless otherwise specified by the Purchasing Department all materials, supplies, or equipment quoted herein must be delivered within thirty (30) days from the day of notification or exceptions noted on bid sheets.
25. A contract will not be awarded to any corporation, firm, or individual who is, from any cause, in arrears to the County or who has failed in former contracts with the County to perform work satisfactorily, either to the character of the work, the fulfillment or guarantee, or the time consumed in completing the work.
26. Reasonable grounds for supposing that any bidder is interested in more than one proposal for the same item will be considered sufficient cause for rejection of all proposals in which he is interested.
27. Submitting a proposal when the bidder intends to sublet the contract may be a cause for rejection of bids or cancellation of the contract by the County Manager.
28. Unless otherwise specified the County reserves the right to award each items separately or on a lump sum basis whichever is in the best interest of the County.
29. The County reserves the right to reject any and/or all quotations, to waive any minor discrepancies in the bids for all bidders equally, quotations, or specifications, when deemed to be in the best interest of the County and also to purchase any part, all or none of the materials, supplies, or equipment specified.
30. Failure of the bidder to sign the bid or have the signature of an authorized representative or agent on the bid proposal in the space provided will be cause for rejection of the bid. Signature must be written in ink. Typewritten or printed signatures will not be acceptable.

31. Any bidder may withdraw his bid at any time before the time set for the opening of the bids. No bid may be withdrawn in the thirty- (30) day period after bids are opened.
32. It is mutually understood and agreed that if at any time the Purchasing Department or designee shall be of the opinion that the contract or any part thereof is unnecessarily delayed or that the rate of progress or delivery is unsatisfactory, or that the contractor is willfully violating any of the conditions or covenants of the agreement, or executing the same in bad faith, the Purchasing Department or his designee shall have the power to notify the aforesaid contractor of the nature of the complaint. Notification shall constitute delivery of notice, or letter to address given in the proposal. If after three (3) working days of notification the conditions are not corrected to the satisfaction of the Purchasing Director, he shall thereupon have the power to take whatever action he may deem necessary to complete the work or delivery herein described, or any part thereof, and the expense thereof, so charged, shall be deducted from any paid by the County out of such monies as may become due to the said contractor, under and by virtue of this agreement. In case such expense shall exceed the last said sum, then and in that event, the bondsman or the contractor, his executors, administrators, successors, or assigns, shall pay the amounts of such excess to the County on notice made by the Purchasing Department or his designee of the excess due.
33. If the bidder proposes to furnish any item of foreign make or product, he shall write "foreign" together with the name of the originating country opposite such item on a proposal.
34. Any complaint from bidders relative to the invitation to bid or attached specifications shall be made prior to the time of opening bids; otherwise, the bidder waives any such complaint.
35. Contracts may be cancelled by the County with or without cause on thirty- (30) days advance written notice.
36. All contractors submitting bids for road projects in excess of \$150,000 must be pre-qualified with the Florida Department of Transportation and shall provide proof of such qualification upon request.
37. Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the Purchasing Department for Columbia County, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays and legal holidays), after the posting of the bid tabulation. Protest procedures may be obtained in the Purchasing Department.
38. A person or affiliate who has been placed on the convicted vendor's list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to Columbia County, may not submit a bid on a contract with Columbia County for the construction or repair of a public building or public work, may not submit bids on leases of real property to Columbia County, may not be awarded or perform work as a

contractor, supplier, subcontractor, or consultant under a contract with Columbia County, and may not transact business with Columbia County for a period of 36 months from the date of being placed on the convicted vendor list.

39. Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;
- A. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
 - B. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with the County.
40. Contractor shall register online at <http://www.columbiacountyfla.com/PurchasingBids.asp> for this specific project. All addendums are delivered via email through this website, and it is the contractor's responsibility to ensure all addendums are used in the bid submittal.

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

1. Suspension and debarment (§200.213)
Consultants with are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.
2. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms §200.321
 - A. The Solicitor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
 - B. Affirmative steps must include:
 - 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - 6) Requiring the prime Consultant, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.
3. Procurement of recovered materials (§200.322)

The Solicitor and its Consultants must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
4. Equal Employment Opportunity Clause (§60-1.4)

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

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

inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

- D. The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Consultant's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Consultant may request the United States to enter into such litigation

to protect the interests of the United States.

5. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**
Where applicable, all contracts awarded by the solicitor in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Consultant must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. **Rights to Inventions Made Under a Contract or Agreement**
If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
7. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)**
Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**
Consultants that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

Additional FEMA Requirements.

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

1. Changes
To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.
2. Access to Records
The following access to records requirements apply to this contract:
 - A. The Consultant agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - B. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - C. The Consultant agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

3. **DHS Seal, Logo, and Flags**
The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
4. **Compliance with Federal Law, Regulations, and Executive Orders**
This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
5. **No Obligation by Federal Government**
The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from the contract.
6. **Program Fraud and False or Fraudulent Statements or Related Acts**
The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.
7. **Performance and Payment Bonding (2 C.F.R. § 200.325)**
For construction or facility improvement contracts or sub contracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:
 - A. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
 - B. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
 - C. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

SECTION II. SCOPE OF WORK

The County is soliciting bids for post-storm emergency repairs. These repairs shall occur immediately following a storm and is to assist the County to preserve life, safety, property, and infrastructure. The objective of the RFP and subsequent contracting activity is to secure the services of an experienced contractor who is capable of efficiently removing disaster or storm-generated debris from a large area in a timely and cost-effective manner and lawfully disposing of all debris according to FEMA regulations. The successful proposer must be capable of assembling, directing, and managing a work force that can successfully complete the debris removal and disposal operations according to all applicable rules and regulations. The RFP is for emergency repairs which include, but are not limited to, road washouts, bridge washouts and flooding. Each item of the RFP stands alone and may be modified. There is no guaranteed minimum or maximum usage of each item. The quantities listed in Attachment A are for bid award purposes only. The County reserves the right to utilize the County’s competitive bidding process for permanent repairs and/or services.

SECTION III. SPECIFICATIONS

Contractor is to provide all labor and materials, as needed, for post-storm emergency repairs as provided in Attachment A. All bidders shall be properly insured and proof of insurance provided in Attachment F.

SECTION IV. SUBMISSION REQUIREMENTS

One (1) original response, marked “Original”, four (4) copies marked “Copy”, and one (1) flash drive of the proposal setting forth qualifications must be received.

Interested firms or individuals shall include the following information in their submittals in the exact order listed here with separating page tabs in an 8.5 by 11-page format. Include page tabs so those evaluating the submittal can compare each section with others that are submitted.

The Letter of Interest shall not exceed two (2) pages in length and entire submission shall not exceed fifty (50) pages in length (not including Tab 6.)

Tab 1: Letter of Interest: 1.) A letter stating the proposer's interest in this project signed by the person who will have contract authority over it. 2.) Include a statement that the contents of the submittal are true and accurate. 3.) Provide an overview of the key areas of the proposal and summarize the proposer's position as to why the company should be selected. 4.) Please state in this letter that you can meet the insurance/bonding requirements of the County.

Tab 2: Firm’s Experience and Background: 1.) The firm’s and assigned staff’s specific experience with emergency repairs or similar experience working on post-storm repairs. Include a description of your firm's experience with FEMA reporting. Description of previous experience should include owner's name, contact person, budget, scope, time schedule and final

cost. 2.) Describe experience completing most recent and similar work for other entities including contract amounts and dates of similar and current projects. 3.) Provide a list of equipment currently available

Tab 3: Project Understanding/Approach: Describe your understanding of the scope and your organization's intended approach to this specific project.

Tab 4: References: Include the name of a responsible individual, address, phone number, fax number and email (if available) of client references for most similar projects.

Tab 5: Any other information considered pertinent by the proposer.

Tab 6: Forms:
Attachment A – Fee Schedule Form
Attachment B – Non-Collusion Affidavit
Attachment C – Public Entity Crimes Form
Attachment D – Drug-Free Workplace Certificate
Attachment E – Conflict of Interest Statement
Attachment F – Certificate Regarding Lobbying and Debarment,
Suspension and Other Responsibility Matters
Attachment G – Proof of Insurance
Attachment H – W-9 Form

SECTION V. SCORING CRITERIA

0-10 points: Completeness of Letter of Interest and proposal package

0-20 points: Firm's Experience and Background

0-10 points: Project Understanding and Approach

0-10 points: References

0-50 points: Proposed Cost

SECTION VI.

ATTACHMENTS

**ATTACHMENT A
FEE SCHEDULE FORM**

Item Description	Unit Meas.	Quantity	Unit Price	Total Price	Ext. Price
MOBILIZATION 0-4.99 Miles	EA	50			
MOBILIZATION 5-14.99 Miles	EA	40			
MOBILIZATION 15-30 Miles	EA	30			
GENERAL LABOR	HR	200			
PROJECT FOREMAN	HR	200			
PROJECT SUPERVISOR	HR	200			
DUMP TRUCK (18 CY)	HR	5000			
DUMP TRUCK DRIVER (18 CY)	HR	5000			
DUMP TRUCK (6-8 CY)	HR	1000			
DUMP TRUCK DRIVER (6-8 CY)	HR	1000			
SEMI, DUMP TRAILER (30 CY)	HR	1000			
SEMI, DUMP TRAILER DRIVER (30 CY)	HR	1000			
ROLL OFF TRUCK AND CONTAINER (20 CY)	HR	320			
ROLL OFF TRUCK AND CONTAINER (30 CY)	HR	320			
ROLL OFF TRUCK AND CONTAINER (40 CY)	HR	320			
ROLL OFF TRUCK DRIVER	HR	320			
WATER TANKER (4000 GALLON)	HR	120			
WATER TANKER DRIVER (4000 GALLON)	HR	120			
1/2 - 1 TON, PICKUP TRUCK	HR	1500			
1/2 - 1 TON, PICKUP TRUCK DRIVER	HR	1500			
BULL DOZER, (450 EQUIVALENT)	HR	1500			
BULL DOZER OPERATOR, (450 EQUIVALENT)	HR	1500			
BULL DOZER, (650 EQUIVALENT)	HR	480			
BULL DOZER OPERATOR, (650 EQUIVALENT)	HR	480			
SKID STEER, (55-85 HORSE POWER)	HR	1500			
SKID STEER OPERATOR,(55-85 HORSE POWER)	HR	1500			

Signature _____

EXCAVATOR, (1 - 2.5 CY BUCKET)	HR	480			
EXCAVATOR OPERATOR, (1 - 2.5 CY BUCKET)	HR	480			
EXCAVATOR, (2.6 - 4.6 CY BUCKET)	HR	320			
EXCAVATOR OPERATOR, (2.6 - 4.6 CY BUCKET)	HR	320			
WHEEL LOADER, (1 - 3 CY BUCKET)	HR	1500			
WHEEL LOADER OPERATOR, (1 - 3 CY BUCKET)	HR	1500			
WHEEL LOADER, (3.6 - 5 CY BUCKET)	HR	1000			
WHEEL LOADER OPERATOR, (3.6 - 5 CY BUCKET)	HR	1000			
RUBBER TIRE, BACKHOE (1 - 1.75 CY BUCKET)	HR	1500			
RUBBER TIRE, BACKHOE OPERATOR (1 - 1.75 CY BUCKET)	HR	1500			
COMPACTOR, VIBRATORY, DRUM (75 HORSEPOWER MIN.)	HR	480			
COMPACTOR, VIBRATORY, DRUM, OPERATOR (75 HORSEPOWER MIN.)	HR	480			
GRADALL (MODEL XL 4100 OR EQUIVALENT)	HR	640			
GRADALL OPERATOR(MODEL XL 4100 OR EQUIVALENT)	HR	640			
MOTOR GRADER, (MOLDBOARD 12 - 14 FEET WIDE)	HR	2500			
MOTOR GRADER OPERATOR, (MOLDBOARD 12 - 14 FEET WIDE)	HR	2500			
MAINTENANCE OF TRAFFIC (SIGNS, CONES, 2-4 FLAGGERS)	DA	75			
TRAFFIC CONTROL OFFICER	HR	45			
TEMPORARY BARRIER, F&I, (TYPE F)	LF	400			
ARROW BOARD /ADVANCE WARNING ARROW PANEL	ED	75			
PORTABLE CHANGEABLE MESSAGE SIGN, TEMP	ED	75			
SEDIMENT BARRIER	LF	5000			
FLOATING TURBIDITY BARRIER	LF	250			

Signature _____

CLEARING & GRUBBING	AC	5			
REMOVAL OF EXIST CONC	SY	200			
REGULAR EXCAVATION	CY	2500			
BORROW EXCAVATION, TRUCK MEASURE	CY	10000			
SUBSOIL EXCAVATION	CY	800			
EMBANKMENT	CY	10000			
LIMEROCK	TN	30000			
ASPHALT MILLINGS	TN	50000			
GRAVEL, 57 STONE	TN	2500			
CRUSHED CONCRETE	TN	2500			
FILL DIRT	TN	10000			
SAND FOR SANDBAGGING, (A-1 MATERIAL)	TN	300			
TYPE B STABILIZATION	SY	1200			
MILLING EXISTING PAVEMENT, 1" AVG DEPTH	SY	4000			
MILLING EXISTING PAVEMENT, 2" AVG DEPTH	SY	3500			
MILLING EXISTING PAVEMENT, 3" AVG DEPTH	SY	2500			
MILLING EXISTING PAVEMENT, 4" AVG DEPTH	SY	1500			
SUPERPAVE ASPHALTIC CONC, TRAFFIC B, 70.99 TNS OR LESS (PER LOCATION)	TN	1000			
SUPERPAVE ASPHALTIC CONC, TRAFFIC B, 71-199.99 TNS (PER LOCATION)	TN	2000			
SUPERPAVE ASPHALTIC CONC, TRAFFIC B, 200 TNS OR MORE (PER LOCATION)	TN	3000			
MISCELLANEOUS ASPHALT PAVEMENT	TN	50			
CONC CLASS I, ENDWALLS	CY	9			
CONC CLASS II, BRIDGE SUPERSTRUCTURE	CY	9			
CONC CLASS II, APPROACH SLABS	CY	9			
CONC CLASS IV, CULVERTS	CY	9			
CONC CLASS IV, SUPERSTRUCTURE	CY	9			
CONC CLASS IV, SUBSTRUCTURE	CY	9			
CONC CLASS IV, BULKHEAD	CY	9			

Signature _____

INLETS, CURB, TYPE 10, <10'	EA	2			
INLETS, CURB, TYPE P-1, <10'	EA	2			
INLETS, CURB TYPE P-1, >10'	EA	2			
INLETS, CURB, TYPE P-3, <10'	EA	2			
INLETS, CURB, TYPE P-4, <10'	EA	2			
INLETS, CURB, TYPE P-4, >10'	EA	2			
INLETS, CURB, TYPE P-4, PARTIAL	EA	2			
INLETS, CURB, TYPE P-5, PARTIAL	EA	2			
INLETS, CURB TYPE J-1, <10'	EA	2			
INLETS, CURB, TYPE J-1, >10'	EA	2			
INLETS, CURB, TYPE J-4, <10'	EA	2			
INLETS, DT BOT, TYPE C, <10'	EA	2			
INLETS, DT BOT, TYPE C,J BOT,<10'	EA	2			
INLETS, DT BOT, TYPE D, <10'	EA	2			
INLETS, DT BOT, TYPE D, >10'	EA	2			
INLETS, DT BOT,TYPE D, J BOT, >10'	EA	2			
INLETS, DT BOT, TYPE D, MODIFY	EA	2			
INLETS, DT BOT, TYPE H, <10'	EA	2			
INLETS, DT BOT, TYPE H, J BOTTOM <10'	EA	2			
INLETS, DT BOT, TYPE H, MODIFY	EA	2			
INLETS, GUTTER, TYPE S, <10'	EA	2			
MANHOLES, P-8, <10'	EA	2			
MANHOLES, P-8, PARTIAL	EA	2			
MANHOLES, J-8, <10'	EA	2			
MANHOLES, J-8, >10'	EA	2			
MANHOLE, ADJUST	EA	2			
REPLACE GRATE	EA	2			
PIPE CULV, OPT MATL, ROUND, 18"SD	LF	400			
PIPE CULV, OPT MATL, ROUND, 24"SD	LF	200			
PIPE CULV, OPT MATL, ROUND, 36"SD	LF	100			
PIPE CULV, OPT MATL, ROUND, 18"S/CD	LF	400			
PIPE CULV, OPT MATL, ROUND, 24"S/CD	LF	200			
PIPE CULV, OPT MATL, ROUND, 36"S/CD	LF	100			

Signature _____

MITRED END SECTION 18", CD	EA	30			
MITRED END SECTION 24", CD	EA	20			
MITRED END SECTION 36", CD	EA	10			
MITRED END SECTION 18", SD	EA	30			
MITRED END SECTION 24", SD	EA	20			
MITRED END SECTION 36", SD	EA	10			
CONCRETE CURB & GUTTER, TYPE E	LF	200			
CONCRETE CURB & GUTTER, TYPE F	LF	250			
SHOULDER GUTTER- CONCRETE	LF	200			
CONCRETE SIDEWALK AND DRIVEWAYS, 4"	SY	500			
CONCRETE SIDEWALK AND DRIVEWAYS, 6"	SY	250			
CONCRETE DITCH PAVT, NR, 4"	SY	75			
RIPRAP, SAND-CEMENT	CY	20			
RIPRAP- RUBBLE, BANK AND SHORE	TN	80			
RIPRAP, RUBBLE, F&I, DITCH LINING	TN	40			
BEDDING STONE	TN	40			
GUARDRAIL- ROADWAY, GEN TL-3	LF	240			
GUARDRAIL- ROADWAY, DOUBLE FACE	LF	44			
GUARDRAIL, ROADWAY, MOD THRIE BEAM	LF	24			
SPECIAL GUARDRAIL POST- SP STEEL POST CM	EA	10			
APPROACH TRANS CONN TO RIGID BA, F&I, 3	EA	2			
GUARDRAIL REMOVAL	LF	240			
GUARDRAIL END TREATMENT- PARA APP TERM	EA	2			
GUARDRAIL END TREATMENT- TYPE CRT	EA	2			
GUARDRAIL END TREAT- DOUB FACE APPR TER	EA	1			
GUARDRAIL RESET	LF	120			
BUMPER GUARDS, CONCRETE	EA	12			
PERFORMANCE TURF	SY	10000			
PERFORMANCE TURF, SOD	SY	5000			

Signature _____

SINGLE POST SIGN, F&I GM, <12 SF	AS	5			
SINGLE POST SIGN, F&I GM, 12-20 SF	AS	2			
SINGLE POST SIGN, F&I GM, 21-30 SF	AS	2			
SINGLE POST SIGN, F&I GM, 31+ SF	AS	2			
SINGLE POST SIGN, RELOCATE	AS	2			
SINGLE POST SIGN, REMOVE	AS	2			
RETROREFLECTIVE PAVT MARKER	EA	500			
PAINTED PAVT MARK, STD, WHITE, SOLID, 6"	GM	5			
PAINTED PAVT MARK, STD, WHITE, SOLID, 8"	GM	0.2			
PAINTED PAVT MARK, STD, WHITE, SOLID, 12"	LF	80			
PAINTED PAVT MARK, STD, WHITE, SOLID, 18"	LF	40			
PAINTED PAVT MARK, STD, WHITE, SOLID, 24"	LF	20			
PAINTED PAVT MARK, STD, WHITE, SKIP, 6"	GM	5			
PAINTED PAVT MARK, STD, WHITE, MESSAGE	EA	4			
PAINTED PAVT MARK, STD, WHITE, ARROWS	EA	4			
PAINTED PAVT MARK, STD, YELLOW, SOLID, 6"	GM	5			
PAINTED PAVT MARK, STD, YELLOW, SOLID, 8"	GM	0.2			
PAINTED PAVT MARK, STD, YELLOW, SOLID, 18"	LF	60			
PAINTED PAVT MARK, STD, YELLOW, SKIP, 6"	GM	5			
PAINTED PAVT MARK, STD, YELLOW, ISLAND NOSE	SF	40			

Total: _____

Company Name: _____

Print: _____

Signature: _____

Title: _____

**ATTACHMENT B
NON-COLLUSION AFFIDAVIT**

STATE OF _____

COUNTY OF _____

I state that I _____ of _____,
(Name and Title) (Name of Firm)

am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher than the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.
4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.
5. _____, its affiliates, subsidiaries, officers, director, and employees
(Name of Firm)
are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the Board of County Commissioners of Columbia County, Florida for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of responses for this contract.

Dated this _____ day of _____, _____.

Name of Organization: _____

Signed by: _____

Print Name: _____

Being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

The foregoing instrument was executed before me this day _____ of _____ 20____, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

**ATTACHEMENT C
PUBLIC ENTITY CRIMES FORM**

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES: 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 with Proposal, ITN, or Contract Number **RFP 2020-C**, for “**POST-STORM EMERGENCY REPAIRS.**”

2. This sworn statement is submitted by _____
[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: _____.

3. My name is _____ and my relationship to the above is
[Please print name of individual signing]
_____.

4. I understand that a "public entity crime" as defined in section 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in section 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that "affiliate" as defined in section 287.133(1) (a), Florida Statutes, means:

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

person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in section 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 the legal power to enter into a binding contract and which bids/proposals or applies to bids/proposals on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who is active in the management of the entity, nor any affiliate of the entity have been 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 the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **[Please indicate which additional statement applies].**

____ There has been a proceeding concerning the conviction before a judge or hearing officer of the State of Florida, Division of Administrative Hearings, or a court of law having proper jurisdiction. The final order entered by the hearing officer or judge did not place the person or affiliate on the convicted Contractor list. **[Please attach a copy of the final order.]**

____ The person or affiliate was placed on the convicted Contractor list. There has been a subsequent proceeding before a court of law having proper jurisdiction or a judge or hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the judge or hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted Contractor list. **[Please attach a copy of the final order.]**

____ The person or affiliate has not been placed on any convicted vendor list. **[Please describe any action taken by or pending with the State of Florida, Department of Management Services.]**

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in Attachment "C", Public Entity Crimes, is truthful and correct at the time of submission.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____

County OF _____

The foregoing instrument was executed before me this day _____ of _____
20____, by _____ as _____ of
_____, who personally swore or affirmed that
he/she is authorized to execute this document and thereby bind the Corporation, and who is
personally known to me OR has produced _____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

ATTACHMENT D
DRUG-FREE WORKPLACE CERTIFICATE

The drug-free certification form below must be signed and returned with the RFP response.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the 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' 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/proposal a copy of the statement specified in the first paragraph.
4. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid/proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.
7. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in Attachment "D", Drug-Free Workplace Certification, is truthful and correct at the time of submission.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____

County OF _____

The foregoing instrument was executed before me this day _____ of _____
20____, by _____ as _____ of
_____, who personally swore or affirmed that
he/she is authorized to execute this document and thereby bind the Corporation, and who is
personally known to me OR has produced _____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

**ATTACHMENT E
CONFLICT OF INTEREST**

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who was duly sworn, deposes, and states:

1. I am the _____ of _____ with a local office
(Insert Title) (Insert Company Name)
in _____ and principal office in _____.
2. Said entity is submitting this proposal/offer to RFP 2020-C, titled “Post-Storm Emergency Repairs.”
3. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
4. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
5. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
7. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
8. I hereby also certify that no member of the entity’s ownership or management or staff has a vested interest in any County Office or Department.
9. I certify that no member of the entity’s ownership or management is presently applying, actively seeking, or has been selected for an elected position within Columbia County government.
10. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the County in writing.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____

County OF _____

The foregoing instrument was executed before me this day _____ of _____
20____, by _____ as _____ of
_____, who personally swore or affirmed that
he/she is authorized to execute this document and thereby bind the Corporation, and who is
personally known to me OR has produced _____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

ATTACHEMNT F
CERTIFICATE REGARDING LOBBYING AND DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS

1. Lobbying

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

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

2. Debarment, Suspension and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67 –

- A. The applicant certifies that it and its principals:
 - I. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any federal department or agency;
 - II. Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to

obtain, or performing a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- III. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of this certification; and
- IV. Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default. (b) Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

As the duly authorized representative of the applicant, I hereby certify that applicant will comply with the above referenced certifications.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____

County OF _____

The foregoing instrument was executed before me this day _____ of _____ 20____, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

**ATTACHMENT G
CERTIFICATES OF INSURANCE**

Please attach proof of insurance.

ATTACHMENT H
W-9 FORM

Please attach W-9 Form.