

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

**RFP 2022-T
DISASTER RECOVERY
CONSULTANT SERVICES**

The Board of County Commissioners (County) will receive sealed proposals in the office of Commissioners, 135 NE Hernando Avenue, Suite 203, Lake City, FL 32055, until 2:00 PM local time on **April 6, 2022** for the following:

RFP 2022-T Disaster Recovery Consultant Services

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 solicitation information is available online only at: <https://columbiacountyfla.com/PurchasingBids.asp>



**Columbia County
Request for Proposal (RFP) for
Disaster Recovery Consultant Services**

Due Date: April 6, 2022

Proposal Number: RFP 2022-T

Columbia County Board of County Commissioners

I. INTRODUCTION

The Columbia County Board of County Commissioners, “County” is accepting proposals from qualified vendors for the provision of disaster recovery consultant for the County. The County reserves the right to award to one or more proposers, whichever 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. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then current term.

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 responsible for assisting the County in, disaster recovery, hazard mitigation activities, and the closeout/audit process(es) that are inclusive of, but not limited to, preparing Project Worksheets and detailed damage inspection reports, preparing Unified Hazard Mitigation Grant Program (HMGP) applications, and consulting 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 when and if federal funds are awarded to the County. 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.

II. GENERAL INSTRUCTIONS

- A. Response Address: The response to the proposal should be submitted in a sealed envelope/package addressed in the following manner:

Proposal Number:
Columbia County Board of County Commissioners
Purchasing Department
135 NE Hernando Avenue, Suite 203
Lake City, FL 32055

- B. Proposal Copies: One ORIGINAL, three (3) copies and one electronic copy of the Response (“Proposal”) must be furnished on or before the deadline. Responses will be retained as property of the County. **The ORIGINAL of your reply must be clearly marked “Original” on its face and must contain original, non-electronic signature of an authorized representative of the responding firm or individual**, all other copies may be photocopies and should be printed double-sided. The contents of the proposal of the successful Proposer will become part of the contractual obligations.
- C. Schedule of Events: Below in Table 1 is the current schedule of the events that will take place as part of this solicitation. The County reserves the right to make changes or alterations to the schedule as the County determines is in the best interest of the public. If any changes to the Schedule of Events are made, Columbia County will post the changes on the Columbia County website either as a public meeting notice or as an addendum, as applicable. **It is the responsibility of Registered Plan holders and other interested persons and parties to review the Purchasing Department’s website to stay informed of the Schedule of Events, addenda to the RFP, and public meetings.** The website address is: <https://www.columbiacountyfla.com/PurchasingBids.asp>.

Table 1 – Schedule of Events	
Date and Time (all eastern time)	Event
March 11, 2022	Release of the RFP
2:00 pm ET, March 29, 2022	QUESTIONS/INQUIRIES DEADLINE: Date and time by which written questions and inquiries regarding the RFP must be received by the Columbia County Purchasing Department via e-mail submittal to BCC Purchasing at: bccpurchasing@columbiacountyfla.com .
April 6, 2022 at 2pm ET	OPENING DATE: Date and Time by which PROPOSALS must be received by the Columbia County Purchasing Department, located at: 135 NE Hernando Avenue, Suite 203, Lake City, FL 32055.
April 13, 2022	Interviews if the committee deems them necessary
April 19, 2022	Anticipated Posting of Intended Decision
May 5, 2022	Anticipated BOCC Meeting for Award Approval
Before May 30, 2022	Anticipated Contract Execution/Implementation/Transition
June 1, 2022	Contract Start Date

- D. Information: Any questions concerning the request for proposal process, required submittals, evaluation criteria, proposal schedule, and selection process should be directed to Columbia County Purchasing by e-mail to:
bccpurchasing@columbiacountyfla.com.

Each Vendor shall examine the request for proposal documents carefully; and, no later than the date listed above, make a written request to the County for interpretations or corrections of any ambiguity, inconsistency or error which he may discover. All interpretations or corrections will be issued as addenda. The County will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any County employee prior to the opening of proposals. Only those communications which are in writing from the County may be considered as duly authorized expression on the behalf of the Board. Also, only communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of the proposers.

- E. Prohibited Communications: Any form of communication, except for written communication with the Purchasing Department requesting clarifications or questions, shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:
1. Any person or person's representative seeking an award from such competitive solicitation; and
 2. Any County Commissioner or Commissioner's staff, or any county employee authorized to act on behalf of the Commission to award a particular contract.

For the purpose of this section, a person's representative shall include, but not be limited to, the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant to the person.

The prohibited communication shall be in effect as of the release of the competitive solicitation and terminate at the time the Board, or a County Department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before

selection committees, contract negotiations during any public meetings, presentations made to the Board, and protest hearings. Further, the provisions of this section shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with any employee, County Commissioner, or decision-making board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The penalties for an intentional violation of this article shall be those specified in §125.69(1), Florida Statutes, as amended.

- F. Special Accommodation: Any person requiring a special accommodation at a Pre-Proposal Conference or Bid/RFP opening because of disability should call the Purchasing Department at (386) 719-2028 at least five (5) workdays prior to the Pre-Proposal Conference or Bid/RFP opening. If you are hearing or speech impaired, please contact the Board of County Commissioners Office using the Florida Relay Service which can be reached at (386) 758-2139 (TDD).

- G. Proposal Deadline: Your proposal prepared in response to this RFP must be received by the Purchasing Department at the above listed address no later than the Opening Date (date and time), as identified in the Schedule of Events, to be considered.

- H. Receipt and Opening of Vendor Responses: Vendor responses will opened publicly at the date and time identified in the Schedule of Events as the Opening Date. A tabulation sheet of timely received Proposals will be made public and will be posted on the Purchasing Department website:
<https://www.columbiacountyfla.com/Purchasing.asp>.

Responses to the RFP received prior to the time of opening will be secured unopened. The Purchasing Agent, whose duty it is to open the responses, will decide when the specified time has arrived, and no proposals received thereafter will be considered. The Purchasing Agent will not be responsible for the premature opening of a proposal not properly addressed and identified by Proposal number on the outside of the envelope/package.

Sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public records disclosure until such time as the County posts an intended decision or until 30 after the opening of the documents, whichever is earlier.

- I. Timely Delivery: It is the Proposers responsibility to assure that the proposal is delivered at the proper time and location. Responses received after the scheduled receipt time will be marked “TOO LATE”. Late proposals may be returned to the vendor.
- J. Preparation Costs: The County is not liable for any costs incurred by Respondents prior to the issuance of an executed contract.
- K. Interviews: Firms responding to this RFP MUST be available for interviews by County staff and/or the Board of County Commissioners, if requested.
- L. Preparation and Changes: The Proposal must be typed or printed in ink. All corrections made by the Proposer prior to the opening, must be initialed and dated by the Proposer. No changes or corrections will be allowed after proposals are opened.
- M. Reservation of Rights: The County reserves the right to reject any and/or all proposals, in whole or in part, when such rejection is in the best interest of the county. Further, the County reserves the right to withdraw this solicitation at any time prior to the final award of contract.
- N. Cancellation: The contract may be terminated by the County without cause by giving a minimum of thirty (30) days written notice of intent to terminate. Contract prices must be maintained until the end of the thirty (30) day period. The County may terminate this agreement at any time as a result of the contractor’s failure to perform in accordance with these specifications and applicable contract. The County may retain/withhold payment for nonperformance if deemed appropriate to do so by the County.
- O. Public Entity Crimes Statement: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendors list. By submission of a

proposal in response to this solicitation, the proposer certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

- P. Certification Regarding Debarment, Suspension, and Other Responsibility Matters: The prospective primary participant must certify to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency and meet all other such responsibility matters as contained on the attached certification form.
- Q. Licenses and Registrations: The contractor shall be responsible for obtaining and maintaining throughout the contract period his or her County occupational license and any licenses required pursuant to the laws of Columbia County, the City of Lake City, or the State of Florida.

If the contractor is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State **shall be submitted** with the bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulation or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State **shall submit** a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida or such other state as applicable.

Failure to provide the above required documentation may result in the proposal being determined as non-responsive.

R. Audits, Records, and Records Retention

The contractor shall agree:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been

resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigations which may be based on the terms of this contract.

3. Upon completion or termination of the contract and at the request of County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
4. To assure that these records shall be subject at all reasonable times to inspection, review or audit by Federal, state or other personnel duly authorized by the County.
5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(10), shall have full access to and the right to examine any of the provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**COLUMBIA COUNTY PURCHASING DEPARTMENT
ATTN: RECORDS CUSTODIAN
135 NE HERNANDO AVENUE, SUITE 203
LAKE CITY, FL 32055
PHONE: (386) 758-1326
E-MAIL: bccadmin@columbiacountyfla.com**

- S. Monitoring: To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

- T. Addenda to the Specifications: If any addenda are issued after the initial specifications are released, the County will post the addenda on the Columbia County website at: <https://www.columbiacountyfla.com/Purchasing.asp>. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Department will make a good faith effort to ensure that all registered bidders (those vendors who have been registered as receiving a bid package) receive the documents. It is the responsibility of the vendor prior to submission of any proposal to check the above website or contact the Columbia County Purchasing Department at bccpurchasing@columbiacountyfla.com to verify any addenda issued. The receipt of all addenda must be acknowledged on the response sheet.
- U. Unauthorized Alien(s): The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation or any work authorized thereunder. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be for cause for unilateral termination of the Agreement by the County. As part of the response to solicitation, please complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."
- V. Employment Eligibility Verification:
1. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the County, within thirty days of this effective date of this contract/amendment/extension, documentation of such enrollment. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
 2. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program

within sixty days of the effective date of the contract between the Contractor and subcontractor whichever is later. The contractor shall obtain from the subcontractor(s) a copy of their E-Verify number.

3. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
 - a. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by the Contractor to perform employment duties within Florida within 3 business days after the date of hire.
 - b. Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
4. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County.
5. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of contract.

W. Award of RFP and Protest: The proposal will be awarded as soon as possible to the responsive, responsible respondent(s) who rank highest in the evaluation process, unless otherwise stated elsewhere in this document. The County reserves the right to waive any informality in proposals and to award a proposal in whole or in part when either or both conditions are in the best interest of Columbia County.

Notice of the Intended Decision will be posted on the Columbia County website at: <https://www.columbiacountyfla.com/Purchasing.asp> for a period of seventy-two (72) consecutive hours, which does not include weekends or County observed holidays. Any Bidder/Respondent who desires to protest the intended Decision must file a notice of intent to protest in writing within seventy-two (72) hours after the posting of the Notice of Intended Decision. Any bid award

recommendation may be protested on the grounds of irregularities in the specifications, bid procedure, or the evaluation of the bid. Such notice of intent of bid protest shall be made in writing to the Purchasing Director, 135 NE Hernando Avenue, Suite 203, Lake City, FL 32056-1529.

The Protestor shall file a formal written bid protest 10 days after the date in which the notice of intent of bid protest has been submitted. Failure to file a notice of intent of bid protest or failure to file a formal written bid protest shall constitute a waiver of all rights granted under this section. The vendor shall be responsible for inquiring as to any and all award recommendations/postings.

Should concerns or discrepancies arise during the bid process, vendors are encouraged to contact the Purchasing Department prior to the scheduled bid opening. Such matters will be addressed and/or remedied prior to a bid opening or award whenever practically possible. Vendors are not to contact departments regarding the vendor complaint.

- X. Errors and Omissions: The County and its representatives shall not be responsible for any errors or omissions in the RFP. Due care and diligence has been exercised in the preparation of this RFP, and all information contained herein is believed to be substantially correct. Information is subject to review by the successful proposer.
- Y. Terms and Conditions: Columbia County objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with the terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response or placing a respondent in default.
- Z. Work: Contractor understands that no amount of work is guaranteed to it nor is the County under an obligation to utilize the services of the Contractor in those instances where the work to be performed can be done by County personnel or under a separate contract. Any work to be performed shall be upon the written request of the County Manager or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

The County reserves the right to negotiate with the successful proposer for any related products or services not specifically stated in this solicitation.

III. SCOPE OF SERVICES

Columbia County is seeking the services of a qualified contractor to provide Disaster Recovery Consultant/Financial Services. The purpose of this solicitation 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 NIMS/ICS 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 “Super Circular”, FEMA Guidelines, FEMA Public Assistance Program and Policy Guide (PAPPG), Hurricane Sandy Improvement Act, Housing and Urban Development (HUD), Federal Highway Administration (FHWA), and any other applicable local, state, federal laws and regulations.

The qualified Contractor shall be responsible for assisting the County in disaster recovery, hazard mitigation activities, and the closeout/audit process(es) that are inclusive of, but not limited to, preparing Project Worksheets and detailed damage inspection reports, preparing Unified Hazard Mitigation Grant Program (HMGP) applications, and consulting 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 the 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 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 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.

A. Budget:

The budget shall be limited to the most current cost reimbursement amount eligible for FEMA Direct Administrative Costs.

B. Scope of Work:

The Recovery Program is created pursuant to the FEMA Public Assistance Grant Program. 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.

The Contractor shall provide qualified personnel to perform services related to the recovery from disasters. These individuals shall have a working knowledge of all FEMA Public Assistance and Individual Assistance Program regulations and policies. The Contractor shall also have working knowledge of Direct Administrative Costs (DAC) funding for the 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:

1. Disaster Recovery Financial Services

The primary scope of work to be provided to the County is listed below. However, the County reserves the right to request any of the services described in Exhibit A on an as needed basis. Costs for such requested services will be negotiated according to unit prices contained in Exhibit B, the Contractor's bid proposal.

During the terms of this contract, the Contractor shall provide all personnel, equipment, and resources necessary to assist the County in identifying and properly documenting (i) all emergency management and disaster recovery services provided, and all related costs incurred by the County as a result of any declared and non-declared events, and (ii) all donations and volunteer services received by the County, in response to emergency management and recovery efforts (Services).

The Services performed by the Contractor may, at the direction of the County, include, but not be limited to the following:

- a) Provide personnel to augment recovery capabilities for declared and non-declared events as needed by the County;
- b) If necessary, provide emergency planning, disaster recovery, mitigation planning and program management services required/requested by the County;
- c) Provide pre-trained specialists under the FEMA Public Assistance Program as needed (including experience with alternative procedures);
- d) Prepare with 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 the same;
- e) Collect, write and submit as necessary, 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) Participate in 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) Track 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;
- l) Provide performance reports to the County as 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 check 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 shall 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 Contractor shall have experience in transitioning cost recovery services from another entity with minimal disruption of services. During a potential transition period the contractor shall meet all Public Assistance deadlines as well as comply with any audit and closeout requirements. These requirements extend to current or potential incidents that may occur prior to the contract award.
2. The Contractor shall not provide any Services until receiving a written notice to proceed from the County. The Provision of Services will be based on task orders, signed by the Parties, which describes the Services to be provided and specify, with respect to the persons providing those Services, the number, position descriptions, hourly rates, and total hours to be expended. Each task order shall also specify the FEMA Reimbursement Activity, and the total task order cost.
 3. The Contractor must comply with all FEMA procurement and contracting requirements, including compliance with the Additional Federal Terms and Conditions (Attachment A), FEMA's Super Circular (79. Fed. Reg. 75871) and with 2 CFR, Part 200.317 through Part 200.326.

4. 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 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 State and Federal Agencies;
 - e) Work with local government staff to prepare timely Hazard Mitigation Grant Program (HMGP) grant applications;
 - f) Conduct public meetings to assist homeowners with the program requirements;
 - g) Prepare project Scope of Work and budget;
 - h) Comply with all grant program mandates and documentation requirements;
 - i) Conduct financial tracking of program funds and payments;
 - j) Develop and submit quarterly progress reports to the County and the State;
 - k) Assist and facilitate local government staff with the Public Assistance (PA), HMGP, Community Development Block Grant (CDBG) and CDBG-DR, and Economic Development Administration (EDA), Fire Management Assistance Grant program (FMAG) processes;
 - l) Provide in-progress reviews as required to keep the County informed on project progress;
 - m) Prepare Project Worksheet closeout packages;
 - n) Review all procurement to ensure FEMA eligibility;
 - o) Track all disaster related expenses and maintain support documentation to justify each expenditure;
 - p) Assist with integrating mitigation actions into the recovery process, specifically with the use of Section 406 hazard mitigation funds;
 - q) Obtain data base access to all FEMA and State of Florida Disaster Recovery, specifically FEMA Grants Portal and Florida PA.
 - r) Provide grant management advice to the County related to FEMA, Federal, or State agency pass-through grants. The Contractor will review the County's current record keeping strategy for documentation. The Contractor may be required to provide the County with pre-disaster assistance in an effort to assess what requirements are needed within the County to prepare for gathering the needed expenditure data, assign required disaster liaison, and/or any other pre-disaster preparation that may be required. Proposer will assist the affected departments to develop a standard guideline as part of their emergency plans on how reimbursement

expenditures are recorded, what type of documentation should be maintained, and provide any other associated services that may be directly related to support recovery costs and reimbursement from appropriate agencies.

5. Program Staff Augmentation List:

- a) 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 a liaison to the State's Program and Contract Managers. Responsible for quality control, performance reporting, providing the Division the status of projects, and coordinating with the State Public Assistance Officer, the State Individual Assistance Officer, and the Deputy Individual Assistance Officer when requested.
- b) 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, has a knowledge of the FEMA Public Assistance Program and Policy Guide (PAPPG), be 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 Purchasing Department expects that, at the time of contract performance, the Vendor will fill this position with an individual who has a minimum of two years' experience working directly with FEMA's Public Assistance Program, 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 capability.

- c) Project Specialist: Develop project worksheets, gather documentation from Sub-grantees, determine eligibility of Sub-Grantees's work, assist in project applications, and provide programmatic assistance to the Sub-grantees. Knowledge of grants management, FEMA rules and regulations, knowledge of the most current version of the FEMA Public Assistance Program and Policy Guide (PAPPG), 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.

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

IV. REQUIRED SUBMITTALS

Each Applicant is requested to provide the following information using the same numbering/lettering scheme as the format below:

Tab A Corporate Background/Executive Summary

Provide company background and any information that makes the Agency qualified for this project, including, but not limited to:

1. Company name, corporate headquarters address, phone, fax, and company website.
2. Branch office locations, if applicable.
3. Address of the office that is to perform the work.
4. Key contact information to include name, address, phone, fax number and e-mail address.
5. List firm's ownership and date established.
6. Federal Identification Tax Number or Social Security Number.
7. Florida Corporate Charter Number, if applicable.
8. Present size of firm, the nature of services offered, and a breakdown of staff by the number of full-time and part-time positions.

Tab B Business Experience

Include a reference list of clients to whom the Proposer has provided services like those being proposed by the County. Only include the specific experience of the Proposer, not individual employees' past experiences.

1. List the current Disaster Recovery Consultant clients and year service began.
2. List all other clients.

3. List the clients/projects which best illustrate the experience of the firm and current staff which is being assigned to this project. List no more than 10 projects, which were completed within the last five (5) years. This list must include your five largest client references.
 - a) Name and location of the client/project
 - b) The nature of the firm's responsibility on this project.
 - c) Client's representative name, address and phone number.
 - d) Date the project was completed or is anticipated to be completed.
 - e) Fee for this project.
 - f) Project Manager and other key professionals that are involved and specify the role for each.
4. List any contracts/projects that have been cancelled within the last five (5) years and provide the reason for cancellation.

Tab C

Resources and Key Project Personnel

The Proposer shall describe the organizational structure proposed for this scope of work. The Proposer shall include the number of experienced staff that will be working on this project. Provide a brief resume of all staff included on the organizational chart. Experience and training relevant to this RFP must be specific in each resume. Make sure to include the staff member's experience with disaster recovery consultant services. The resume should include but, not be limited to the following:

1. Name and title.
2. Job assignment for other projects.
3. Percentage of time to be assigned full time.
4. How many years with this firm?
5. How many years with other firms?
6. Experience
 - a) Types of projects
 - b) Size of projects (dollar value and scope of the project)
 - c) What was the specific project involvement?
7. Education
8. Training
9. Active registration(s), if applicable
10. Other experience and qualifications that are relevant to this project.

It should be understood that it is the intent of Columbia County to insist that those indicated as the project team in the RFP response actually execute the project.

Tab D Project Approach

Describe how you would approach this project and outline the specific services to be provided. At a minimum, include the following:

1. Describe your initial Public Assistance support work.
2. Describe how you recover money from FEMA.
3. Provide a copy of a current contract for the services described herein.
4. 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.

The Proposer is to provide in sufficient detail to allow the County to evaluate how the Proposer's management and operating plan will achieve the goal of providing disaster recovery financial services. This section should also include a narrative description of:

- a) Reports submitted to the County to support task orders and invoicing, including any daily/weekly/monthly work plans and log, timesheets for staff solely assigned or assigned to multiple projects, and/or cross-referenced time and task records for estimated and actual work. A standard ICS form 214 Activity Log, filled out correctly can meet this requirement, if the Proposer does not have an equivalent form.
- b) Methods to estimate and reconcile actuals to original, amended and actual plans for maintaining Direct Administrative Cost (DAC) requirements of FEMA.
- c) Reports to provide clarity on County records and duties, as compared to contractor work products and duties, with

reference to timelines, deadlines and DAC planning over the term of the storm closeout, audit and acceptance.

Tab E Fee Structure

1. Please complete the fee table below by inputting the anticipated amount of time to complete each deliverable and a cost for each deliverable. The Vendor/Contractor shall provide all labor and other resources necessary to provide the supplies, equipment, and/or services in strict accordance with the specifications defined in this solicitation for the amounts specified in the table, inclusive of all travel, equipment, materials, and any other related expenses (e.g., insurance and permits, overhead and fringe benefits, profit).

Deliverable #	Description	Anticipated Time to Complete Deliverable	Deliverable Cost
1.	Preparation with the County of a Preliminary Damage Assessment including site information, description of damage and related cost impacts		
2.	Preparation for and conducting with all PDA impacted County entities an Applicant Kickoff Meeting		
3.	Project formulation and Site Sheet preparation in the first 60 days		

4.	Category A-G Project Worksheets	By Task Order	By Task Order
5.	Category A-G Project Worksheet Documentation	By Task Order	By Task Order
6.	Hazard Mitigation Grant Program- project and application development	By Task Order	By Task Order
7.	Onsite (EOC, Warehouse, etc) tracking and documentation of eligible costs and equipment usage during the incident period.	By Task Order	By Task Order
*Grand Total Cost			\$

NOTE: Evaluation points for cost will be calculated on the Grand Total Cost of the example work tasks described above.

2. Provide a fully loaded hourly rate for the key personnel to provide the provision of services outlined in this solicitation. All overtime and travel expenses are included in these rates. These costs are not additional to those Task Costs identified above and must be consistent with FEMA published allowable DAC titles and cost. Rates must be fully reimbursable by FEMA. Use additional pages as necessary.

Positions	Hourly Rate
Project Manager	
Project Specialist	
Other Positions (Please specify)	

Tab F Complete and submit the following included forms: Proposal Response Cover Sheet; Insurance Certification Form; Equal Opportunity/Affirmative Action Statement; Certification Regarding Debarment, Suspension, and Other Responsibility Matters; Primary Covered Transactions; Affidavit Certification Immigration Laws; Non-Collusion Affidavit; Drug-Free Workplace Form; and a current W-9 Form.

V. SELECTION PROCESS

- A. The County Manager shall appoint an Evaluation Committee composed of at least three members who will review and evaluate all proposals that were received on time. The Committee may, select one or more firms for interview based on the evaluation of the responses of each proposer.

Meetings of the Evaluation Committee subsequent to the opening of the solicitation shall be public meetings except for any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as a part of the competitive solicitation, or at which a vendor answers questions as a part of the competitive solicitation. Also, any portion of a meeting at which negotiation strategies are discussed are exempt from being a public session.

Notice of all meetings shall be posted on the Purchasing Department website at: www.columbiacountyfla.com/Purchasing.asp.

- B. The evaluation process may be done in two phases: Phase I – Review and ranking of proposals; Phase II – Presentation and final rankings (optional). If phase II is selected, a posting of the selected shortlist will be posted on the Purchasing Department website. If Phase II is not selected, the rankings in Phase I will be the final rankings.
- C. The Evaluation Committee will recommend to the Board of County Commissioners (BoCC), in order of the ranking, up to three (3) firms deemed to be most highly qualified to perform the requested services.
- D. The County will negotiate with the most qualified firm (first ranked firm) for the proposed services at compensation which the BoCC determines is fair, competitive, and reasonable for said services.
- E. Should the County be unable to negotiate a satisfactory contract with the firm considered to be fair, competitive, and reasonable, negotiations with that firm shall be formally terminated. The County shall then undertake negotiations with

the second most qualified firm. Failing to accord with the second most qualified firm the Board shall terminate negotiations. The County shall then undertake negotiations with the third most qualified firm.

- F. Should the County be unable to negotiate a satisfactory contract with any of the selected firms, the Board representative shall select additional firms to continue negotiations.

VI. EVALUATION CRITERIA

All proposals will be reviewed for compliance with mandatory requirements stated within the RFP. Additional documentation may be requested by the Evaluation Committee from Finalists to confirm meeting the stated requirements. The documentation will serve only to clarify proposal data, but at no time should this information change the terms of the proposal submitted. The Evaluation Committee may make such investigations as necessary to determine the ability of the Proposer to adhere to the requirements specified within this RFP.

- A. Proposals will be evaluated and ranked on the basis of the following considerations:

Evaluation Criteria	Maximum Points
1. Corporate Background/Executive Summary	15
2. Business Experience	20
3. Resources and Key Project Personnel	20
4. Project Approach	30
5. Cost/Fee	15
Maximum Points Allowed	100
*Actual rating for each criteria may range from zero (lowest rating) to the maximum rating points for that criteria.	

VII. INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold harmless the County, its officials, officers, employees and agents, from and against any and all claims, damages, liabilities, losses, costs, or suits of any nature whatsoever arising out of, because of, or due to any acts or omissions of the Contractor, its delegates, employees and agents, arising out of or under this Agreement, including reasonable attorney's fees. The County may, at its sole option, defend itself or require the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

VIII. MINORITY/WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES

A. Minority Business Enterprise (MBE) and Women (WBE) Business Enterprise Requirements

Since this project is funded with federal dollars, there is no Minority and Women Business Enterprise aspirational target prescribed for this solicitation. Each Proposer is strongly encouraged to secure MBE and WBE participation through purchase(s) of those goods or services to be provided by others. Each Proposer must take the following affirmative steps to ensure these firms when possible:

1. Place qualified small, minority, and woman-owned business solicitation lists;
2. Assure that such businesses are solicited when they are potential sources;
3. Divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses;
4. Establish delivery schedules, where requirements permit, which encourage such businesses to respond; and
5. Use service and assistance from such organizations as SBA, Minority Business Development Agency of the Department of Commerce.

Proposers that require assistance or guidance with these MBE, WBE, SBE, and DBE requirements should contact the Purchasing Department for Columbia County by e-mail at bccpurchasing@columbiacountyfla.com.

B. Equal Opportunity/Affirmative Action Requirements

The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

For federally funded projects, in addition to the above, the contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

In addition to completing the Equal Opportunity Statement, the Respondent shall include

A copy of any affirmative action or equal opportunity policies in effect at the time of submission.

IX. INSURANCE

Respondent's attention is directed to the insurance requirements below. Respondents should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to strictly comply with the insurance requirements, that bidder may be disqualified from award of the contract, or otherwise found non-responsive.

Respondent procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Respondent, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Respondent's pricing.

1. Minimum Limits of Insurance

The Contractor shall maintain limits no less than:

- a. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: One Million and 00/100 (\$1,000,000) dollars combined single limit per accident for bodily injury and property damage. **(Non-owned, hired car).**
- c. Workers' Compensation Employers Liability: Insurance covering all employees meeting Statutory Requirements in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. **Waiver of Subrogation in lieu of Additional Insurance is required.**
- d. Professional liability Insurance, including errors and omissions: For all services provided under the terms of this agreement with minimum limits of One Million and 00/100 (\$1,000,000) Dollars per occurrence; or claims made from with "tail coverage" extending three (3) years beyond the term of the

agreement. Proof of “tail coverage” must be submitted with the invoice for final payment.

- e. Umbrella: \$5,000,000 combined single limit for bodily injury and property damage combined per occurrence and annual aggregate. The coverage shall provide excess coverage for employer’s liability, general liability, including completed operations and auto liability.

2. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

3. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

a. General Liability and Automobile Coverages (**County is to be named as Additional Insured**).

1. The County, its officers, officials, 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, including the insured’s general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
2. The Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor’s Insurance and shall not contribute with it. The Contractor hereby waives subrogation rights for loss or damage against the county.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.

4. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles are all at the sole responsibility and risk of the Contractor.

b. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days with prior written notice by certified mail, return receipt requested, and has been given to the County.

4. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-VII.

5. Verification of Coverage

The Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

6. Subcontractors

Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

X. Travel Expenses

Consultant travel which is not covered within the scope of the consultant's contract and which is billed separately to the County on a cost reimbursement basis must receive prior approval and will be reimbursed in accordance with the Columbia County Travel Policy. Travel expenses shall be limited to those expenses necessarily

incurred in the performance of a public purpose authorized by law to be performed by the Columbia County Board of County Commissioners and must be within limitations described herein and in Ch. 112.06, Florida Statutes. Consultants and contractors, travelling on a cost reimbursement basis, must have their travel authorized by the department head from whose budget the travel expenses will be paid and the County Manager.

XI. ETHICAL BUSINESS PRACTICES

- A. Gratuities: It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.
- B. Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontractor or order.
- C. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

XII. AGREEMENT

After the proposal award, the County will at its option, prepare a purchase order or an agreement specifying the terms and conditions resulting from the award of this bid. Every procurement of contractual services shall be evidenced by a written agreement. The respondent will have five calendar days after receipt to acknowledge the purchase order or execute the agreement.

The performance of Columbia County of any of its obligations under the purchase order or agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the purchase order or agreement for the current and any future periods provided for within the bid specifications.

XIII. PURCHASES BY OTHER PUBLIC AGENCIES

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

PROPOSAL RESPONSE COVER SHEET

This page is to be completed and included as the cover sheet for your response to the Request for Proposals.

The Board of County Commissioners, Columbia County, reserves the right to accept or reject any and/or all bids in the interest of Columbia County.

Mike Null, County Purchasing Officer

Robby Hollingsworth, Chairman
Columbia County Board of County Commissioners

This solicitation response is submitted by the below names firm/individual by the undersigned authorized representative.

(Firm Name)

BY

(Authorized Representative)

(Printed or Typed Name)

Address _____

County, State, Zip Code _____

E-Mail Address _____

Telephone _____

ADDENDA ACKNOWLEDGEMENTS: (IF APPLICABLE)

Addendum # 1 dated _____ Initials _____

Addendum # 2 dated _____ Initials _____

Addendum # 3 dated _____ Initials _____

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The Contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____

Title: _____

Firm: _____

Address: _____

City, State, Zip: _____

INSURANCE CERTIFICATION FORM

To indicate that the Bidder/Respondent understands and is able to comply with the required insurance, as stated in the bid/RFP document, Bidder/Respondent shall submit this insurance sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

- A. Is/are the insurer(s) to be used for all required insurance (except Worker's Compensation) listed by Best with a rating of no less than A-/VII?

_____ YES _____ NO

Commercial General Liability: Indicate Best Rating:
Indicate Best Financial Classification:

Business Auto: Indicate Best Rating:
Indicate Best Financial Classification:

1. Is the insurer to be used for Workers' Compensation insurance listed by Best with a rating of no less than A-/VII?

___ YES ___ NO

Indicate Best Rating:
Indicate Best Financial Classification:

If the answer is NO, provide name and address of insurer:

2. Is the Respondent able to obtain insurance in the following limits (next page) as required for the services agreement?

_____ YES _____ NO

Insurance will be placed with Florida admitted insurers unless otherwise accepted by Columbia County. Insurers will have A.M. Best ratings of no less than A-/VII unless otherwise accepted by Columbia County.

Required Coverage and Limits

The required types and limits of coverage for this bid/request for proposals are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.

Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by Columbia County. At the option of Columbia County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Columbia County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional Insured: (Columbia County, Florida, its Officers, employees and volunteers)

Primary and not contributing coverage: General Liability and Automobile Liability

Waiver of Subrogation: (Columbia County, Florida, its officers, employees, and volunteers) – General Liability, Automobile Liability, Workers’ Compensation and Employers’ Liability.

Thirty days advance written notice of cancellation to the County: General Liability, Automobile Liability, Worker’s Compensation and Employer’s Liability.

Claims will be directed to _____ (person/agency) at _____ (address/fax/e-mail) for investigation and appropriate handling.

Please mark the appropriate line:

_____ Coverage is in place _____ Coverage will be placed without exception.

Name _____
(Typed or Printed)

Signature _____

Date: _____

Title _____
(Company Risk Manager or Manager with Risk Authority)

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED
TRANSACTIONS**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible , or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period, preceding this 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 (Federal, State or local) transaction or contact under 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;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1) (b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
3. No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Title

Contractor/Firm

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

Columbia County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) {Section 274a(e) of the Immigration and Nationality Act (“INA”).

Columbia County may consider such employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Columbia County.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature: _____ Title: _____

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____.

Personally known _____

NOTARY PUBLIC

OR Produced Identification _____ Notary Public – State Of _____

(Type of Identification) My commission expires: _____

Printed, Typed or stamped commissioned name of notary

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

COLUMBIA COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.

NON-COLLUSION AFFIDAVIT

I, _____ of the County of _____ according to law on my oath, and under penalty of perjury, depose and say that:

1. I am _____ of the firm of _____
_____ in response to the Request for

Proposals for:

Disaster Recovery Consultant Services for the Department of Emergency Management and that I executed the said proposal with the full authority to do so.

2. This response has been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to the qualifications or responses of any other responder or with any competitor; and, no attempt has been made or will be made by the responder to induce any other person, partnership or corporation to submit, or not to submit, a response for the purpose of restricting competition;
3. The statements contained in this affidavit are true and correct, and made with full knowledge that Columbia County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

(Signature of Responder)

(Date)

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me (name of individual signing) affixed his/her signature in the space provided above on this _____ day of _____ 20__.

NOTARY PUBLIC

My Commission Expires: _____

DRUG –FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

(Name of Business)

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 response/bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under response/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 (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, or 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.

Responder’s Signature

Date

ATTACHMENT A ADDITIONAL FEDERAL TERMS AND CONDITIONS

1. DISPUTES/REMEDIES

Any dispute concerning performance of the Contract resulting from this solicitation shall be resolved informally by the Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the County Purchasing Director. The Purchasing Director shall decide the dispute, reduce the decision to writing, and deliver a copy to the Contractor and the Contract Manager. The Purchasing Director's decision upon all claims, questions, and disputes shall be final, conclusive and binding upon the parties.

2. EQUAL OPPORTUNITY

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

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.
- c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions., including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. COPELAND ANTI-KICKBACK ACT

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 C.F.R. pt.3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may deem appropriate by the required instructions. A clause requiring the subcontractors to include these clauses in any

lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work, to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a work week.
- b. Violation. Liability of unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- c. Withholding for unpaid wages and liquidated damages. Columbia County, Florida shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or

lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

5. NOTICE OF FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) REPORTING REQUIREMENTS AND REGULATIONS

- a. General. Columbia County, Florida is using Public Assistance grant funding awarded by FEMA to the State of Florida to pay, in whole or in part, for the costs incurred under this contract. As a condition of Public Assistance funding under (major disaster or emergency) declaration FEMA-XXXX-XX, FEMA requires the State of Florida provide various financial and performance reporting.
 - 1) It is important that the contractor is aware of these reporting requirements, as Columbia County, Florida may require the contractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements to the State of Florida which, in turn, will enable the State of Florida to satisfy reporting requirements to FEMA.
 - 2) Failure of the State of Florida to satisfy reporting requirements to FEMA is a material breach of the FEMA-State Agreement and could result in loss of Federal financial assistance awarded to fund this contract.
- b. Applicable Regulations and Policy. The applicable regulations, FEMA policy, and other sources setting forth these reporting requirements are as follows:
 - 1) 44 C.F.R. §13.40 (Monitoring and Reporting Program Performance)
 - 2) 44 C.F.R. §13.41 (Financial Reporting)
 - 3) 44 C.F.R. §13.50 (b) (Reports)
 - 4) 44 C.F.R. §206.204 (f) (Progress Reports)
 - 5) FEMA Standard Operating Procedure No. 9570.14, Public Assistance Program Management and Grant Closeout Standard Operating Procedure (Dec. 2013).
 - 6) FEMA-State Agreement

6. ACCESS TO RECORDS

- a. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of grantee), 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 Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- b. The Contractor 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 contractor 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.

7. RETENTION OF RECORDS

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the contractor agrees to maintain the same until the State of Florida, Columbia County, Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related to the litigation or settlement of claims.

8. CLEAN AIR ACT

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 et seq.
- b. The Contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of the recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

9. ENERGY EFFICIENCY/CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the “Energy Policy and Conservation Act”.

10. FEDERAL WATER POLLUTION ACT

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The Contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$100,00 financed in whole or in part with Federal assistance provided by FEMA.

11. SUSPENSION AND DEBARMENT

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals, (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

12. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. §1352 (AS AMENDED)

Contractors who apply or bid for an award of \$100,000 or more shall 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 in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. §1352. Each tier shall 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 recipient.

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

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

The undersigned Contractor certifies, to the best of his or her knowledge, 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

AGREEMENT

THIS AGREEMENT (“Agreement” or “Contract”) made this _____ day of _____, 2022 by and between _____, a(n) _____, with whose principle address is _____, hereinafter called “Contractor”, and **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, with its mailing address at Post Office Box 1529 Lake City, Florida 32056-1529, hereinafter called “County”.

WITNESSETH:

WHEREAS, the County solicited bids for the provision of certain services to the County with accompanying instructions for the submission of bids under RFP No. 2022-T “Disaster Recovery Consultant”; and

WHEREAS, the Contractor was determined as the most qualified responsive bidder to that solicitation for bids, and was selected as the prevailing bidder by the County on _____; and

WHEREAS, the County and the Contractor desire to enter into an agreement for the provision of services by the Contractor to the County and the terms of payment by the County to the Contractor with other terms and conditions that shall govern the subject matter of this Contract;

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the parties agree as follows:

I. RECITALS INCORPORATED

The above recitals are true and correct and are incorporated here by reference.

The Contractor shall provide consultant services as set forth in the bid documents for RFP No. 2022-T, which are attached hereto and made a part hereof as is fully set forth herein.

II. FEES FOR SERVICES

The Contractor shall be compensated in accordance with the Bid Form submitted by the Contractor for RFP No. 2022-T and attached as Exhibit A .

III. PERMITS AND INSURANCE

Prior to commencement pursuant to this Agreement, the Contractor shall provide the County copies of all current and applicable licenses and permits together with all insurance documents set forth in the bid documents.

IV. INVOICING AND PAYMENT

The County shall make payment of all approved invoices to the Contractor in accordance with the Local Government Prompt Payment Act, Fla. Stat. section 218.70 et seq.

V. TERM

The term of this agreement shall be three (3) years beginning June 1, 2022. Subject to

approval at the sole discretion of the County's Board of Commissioners, this Agreement may renew for up to two (2) successive one (1) year term, for a total of five (5) years. Up to ninety (90) days but not fewer than thirty (30) days prior to the end of the initial term of this Agreement, Contractor may notify the County of Contractor's desire not to renew this Agreement, such that on the last day of that term this Agreement shall terminate and no renewal shall occur. This provision shall not be construed in any manner to require either party to renew this Agreement.

VI. INDEMNITY

Contractor (as indemnitor) shall indemnify, save and hold County, its officers and employees, agents, successors, and assign(as indemnitee) harmless from and against and in respect of any act, judgement, claim, domain, suit, proceeding, expenses, orders, action, loss, damage, cost, charge, interest, fine, penalty, liability, reasonable attorney and expert fees, and related obligations (collectively, the "claims") arising from or related to any action, neglect or omission of Contractor in its performance under the Agreement, whether direct or indirect including but not limited to, liabilities, obligations, responsibilities, remedial actions, losses, damages, punitive damages, consequential damages to third parties, treble damages, costs and expenses, fines, penalties, sanctions, interest levied and other charges levied by other federal, state and local government agencies on County by reasons of Contractor's direct or indirect actions. This indemnity will survive and remain in force after the expiration or termination of the Agreement and is unlimited; provided, however that the indemnity is not intended to cover claims against County arising out of County's own negligence or intentional misconduct. Nothing herein shall be interpreted by the parties or any third party that County waives its sovereign immunity otherwise provided by law. For purposes of this section, the term County shall include County, officers, and its employees.

VII. INTEGRATION

This written instrument and the attachments to which reference is made constitute the entire Agreement between the County and the Contractor. All prior and contemporaneous agreements and understandings, whether oral or written, are without effect in the construction of any provision if they alter or otherwise vary any term or condition set forth in this instrument.

VIII. RIGHT TO REQUIRE PERFORMANCE

The failure of the County at any time to require performance by the Contractor of any provision of this Agreement shall in no way affect the right of the County thereafter to enforce such provision. Nor shall waiver by the County of any material breach of any terms of this Agreement be taken or held to be a waiver of any subsequent material breach of such term or as a waiver of any provision of this Agreement.

IX. AMENDMENT

This Agreement may be altered, amended, or repealed only by a written instrument signed by authorized representatives of the parties.

X. LAW TO GOVERN AND VENUE

The laws of the State of Florida shall govern the validity, construction, interpretation, and effect of this Agreement. The state courts situated within Columbia County, Florida, shall be the exclusive venue for any legal proceeding concerning this Agreement.

XI. ASSIGNMENT

The Contractor shall not assign any portion of the agreement for services to be rendered hereunder without written consent first obtained from the County and any assignment made contrary to the provisions of this section may be deemed a default of the Agreement and shall not convey any rights to the assignee. Any change in Contractor's ownership shall, for purposes of the Agreement, be considered a form of assignment. The County shall not unreasonably withhold its approval of a requested change in ownership, so long as the transferee is of known financial and business integrity for the undertaking and can conclusively demonstrate the ability to perform all terms and conditions and obligations of this agreement.

XII. PRODUCT ENDORSEMENT/ADVERTISING

Contractor shall not use the name of the County for the endorsement of any commercial products or services or Contractor's logo or brand name without the expressed written permission of the County. This shall not prevent Contractor from informing third parties of Contractor's contract with County and naming County as a business reference for Contractor.

XIII. WARRANTY REGARDING CONSIDERATION AND PROCUREMENT

Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor to procure or solicit any agreement under this procurement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or other consideration contingent upon or resulting from this procurement. Further, Contractor represents that its pricing has been independently arrived at without collusion. It has not knowingly influenced and promises that it will not knowingly influence a County employee or former County employee to breach any ethical standards. It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks. Violation of this warranty shall constitute default of this Agreement.

XIV. RELATIONSHIP OF THE PARTIES

Contractor is an independent contractor. Nothing in the Agreement shall be construed to create a relationship of employer and employee or principal and agent, partnership, joint venture, or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement. Nothing in the Agreement shall create any right or remedies in any third party, it being solely for the benefit of the County and the Contractor.

XV. AGREEMENT TO PAY ATTORNEY'S FEES AND EXPENSES

In the event either party should default under any of the provisions of this agreement and the other party should employ attorneys or incur other expenses for the collection of amounts due or the enforcement of performance or observance of any obligation or

agreement on the part of either party, the prevailing party shall recover from the other party the reasonable fee for such attorneys and such other reasonable expenses and costs so incurred.

XVI. BINDING EFFECT

This agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and permitted assigns.

XVII. SEVERABILITY

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this agreement shall as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

XVIII. PUBLIC RECORDS

The parties acknowledge County is a political subdivision of the State of Florida and is required to comply with the Public Record Act of the State of Florida, Chapter 119, Florida Statutes, and all other public entity provision required of the County as a political subdivision of the State of Florida as provided by the Constitution and laws of the State of Florida. Contractor will maintain original or copies of its records regarding or arising out of this agreement for a minimum of five (5) years after the termination of this agreement, and shall make such records reasonably available to the County upon request.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS: P.O. Box 1529, Lake City, Florida 32056-1529, (386) 752-1326, bccadmin@columbiacountyfla.com.

XIX. ADDITIONAL CONVENANTS

Contractor hereby agrees that it will not bring an action in any court or other forum seeking to void, nullify, terminate or set aside this Agreement on the grounds that the Agreement does not comply with the laws of Florida, including the Constitution of the State of Florida as revised in 1968 and subsequently amended (the "Constitution"). For clarification, the parties agree that the foregoing is not an acknowledgement by either party that this agreement does not comply with the laws of the State of Florida, including the Constitution, and that the foregoing statement does not amend, modify or limit the parties' respective representations herein. Notwithstanding anything in this Agreement to the contrary, neither party will be liable to the other party for any indirect, incidental, loss of profits, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement to the extent and in the event a court of competent

jurisdiction should declare all or any material portion of this Agreement contrary to law or otherwise invalid.

XX. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

All representations, warranties and indemnities, and the covenants and agreements to be performed subsequent to the execution hereof by the parties contained in this Agreement, or in any document delivered in contemplation hereof shall survive the execution of this agreement and the termination, either voluntarily or involuntarily, of this Agreement.

XXI. BID DOCUMENTS INCORPORATED

This Agreement, to the extent applicable, shall include the terms, conditions, scope of work, and specifications of County's RFP No. 2022-T . However, the foregoing agreement shall govern and take precedence in the event of any conflict between the foregoing agreement and the bid documents.

XXII. PERFORMANCE IN CASE OF SUBSEQUENT AWARD TO THIRD PARTY

Should Contractor fail to prevail in a future procurement cycle, Contractor shall provide all services required in and under this Agreement until the ending date of this Agreement or any agreed extension of this Agreement. To ensure continued performance fully consistent with the requirements of this Agreement through any such period, the Contractor shall continue all operations and support services at the same level of effort and performance as were in effect prior to the award of the subsequent agreement to a competing organization, and shall fully cooperate with the County in providing non-proprietary data and information which will assist in an orderly transition of the service to the new contractor. Contractor shall make no changes in methods of operation which could reasonably be considered to be aimed at cutting Contractor's service and operating cost to maximize profits during the final stages of the Agreement. However, County recognizes that if a competing organization should prevail in a future procurement cycle, Contractor may reasonably begin to prepare for transition of service to the new Contractor. County shall not unreasonably withhold its approval of Contractor's request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., as long as such transition activity does not impair Contractor's performance during this period.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

Contractor:

Witness

By:

Print or type name

Witness

Print or type name

State of Florida
County of Columbia

The foregoing instrument was acknowledged before me this ___ day of _____, _____ by _____ who is personally known to me or who provided _____ as identification.

(NOTARIAL SEAL)

Notary Public, State of Florida

(Print or Type Name)
My Commission Expires:

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

By: Robby Hollingsworth, Chairman

ATTEST: _____
James M. Swisher, Clerk of Court

(Seal)

Approved as to form:

Joel F. Foreman, County Attorney