

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

**REQUEST FOR PROPOSALS
2023-O
DEBRIS MONITORING 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 **3:00 PM** local time on **August 22, 2023** for the following:

DEBRIS MONITORING SERVICES

The Columbia County Board of County Commissioners (BoCC) is soliciting proposals from qualified businesses registered to do business in the State of Florida for Emergency Debris Monitoring Services. The primary role for debris monitors is to document the location and amount of debris collected. Debris monitors should be able to estimate debris quantities, differentiate between debris types, properly fill out load tickets, and follow all site safety procedures. There must be no conflict of interest between the monitoring contractor (RFP #2023-O) and the debris removal contractor (RFP 2020-B). Sealed proposals will be received at the office of the Board of County Commissioners, 135 NE Hernando, Suite 203, Lake City, FL 32056-1529 until **3 pm EST on August 22, 2023**. At that time, the proposals will be opened and read aloud. Proposals received after said time will be returned unopened.

The principle feature of this procurement by the County is known as: Emergency Debris Monitoring Services. The specifications of this procurement are stated in RFP # 2023-O.

The Bid Forms and specifications may be obtained from the County's web site at <http://www.columbiacountyfla.com/PurchasingBids.asp>. Deadline for questions regarding construction plans, specifications, and/or bid documents must be received before **3:00 P.M. on August 15, 2023**.

This RFP and any addenda issued will be posted to the County's website at www.columbiacountyfla.com. Or can be obtained by contacting the Columbia County Purchasing Department at (386) 719-2028 or ejones@columbiacountyfla.com.

**Columbia County RFP 2023-O
Debris Monitoring Services**

TABLE OF CONTENTS

SECTION NUMBER	TITLE	PAGE NUMBER
I	General Instructions	2
II	Intent and General Information	7
III	Estimated Schedule of Events	9
IV	Cone of Silence	9
V	Scope of Services (SOS)/Scope of Work (SOW)	10
VI	Operational Requirements	12
VII	Proposal Response Requirements	18
VIII	Evaluation of Proposals and Selection	21
IX	Intent to Award and Contract Execution	23
X	Standard Terms and Conditions	24
Appendix A	Debris Monitoring Legal Ad	28
Appendix B	Draft Contract	
Appendix C	Required Forms	

Columbia County RFP 2023-O
Debris Monitoring Services

SECTION I. GENERAL INSTRUCTIONS

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

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

Columbia County RFP 2023-O
Debris Monitoring Services

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

Columbia County RFP 2023-O
Debris Monitoring Services

23. All materials, equipment and supplies shall be subject to rigid inspection, under the immediate supervision of the Purchasing Department, its designee and /or the department to which they are delivered. If defective material, equipment, or supplies are discovered, the contractor, upon being instructed by the Purchasing Department or designee, shall remove, or make good such material, equipment, or supplies without extra compensation. It is expressly understood and agreed that the inspection of materials by the County will in no way lessen the responsibility of the Contractor release him from his obligation to perform and deliver to the County Sound and satisfactory materials, equipment, or supplies. The Contractor agrees to pay the costs of all tests upon defective material, equipment, or supplies or allow the costs to be deducted from any monies due him from the County.
24. Unless otherwise specified by the Purchasing Department all materials, supplies, or equipment quoted herein must be delivered within thirty (30) days from the day of notification or exceptions noted on bid sheets.
25. A contract will not be awarded to any corporation, firm, or individual who is, from any cause, in arrears to the County or who has failed in former contracts with the County to perform work satisfactorily, either to the character of the work, the fulfillment or guarantee, or the time consumed in completing the work.
26. Reasonable grounds for supposing that any bidder is interested in more than one proposal for the same item will be considered sufficient cause for rejection of all proposals in which he is interested.
27. Submitting a proposal when the bidder intends to sublet the contract may be a cause for rejection of bids or cancellation of the contract by the County Manager.
28. Unless otherwise specified the County reserves the right to award each items separately or on a lump sum basis whichever is in the best interest of the County.
29. The County reserves the right to reject any and/or all quotations, to waive any minor discrepancies in the bids for all bidders equally, quotations, or specifications, when deemed to be in the best interest of the County and also to purchase any part, all or none of the materials, supplies, or equipment specified.
30. Failure of the bidder to sign the bid or have the signature of an authorized representative or agent on the bid proposal in the space provided will be cause for rejection of the bid. Signature must be written in ink. Typewritten or printed signatures may not be acceptable.
31. Any bidder may withdraw his/her bid at any time before the time set for the opening of the bids. No bid may be withdrawn in the thirty- (30) day period after bids are opened.
32. It is mutually understood and agreed that if at any time the Purchasing Department or designee shall be of the opinion that the contract or any part thereof is unnecessarily delayed or that the rate of progress or delivery is unsatisfactory, or that the contractor is willfully violating any of the conditions or covenants of the agreement, or executing the same in bad faith, the Purchasing Department or his/her designee shall have the power to notify the aforesaid contractor of the nature of the complaint. Notification shall constitute

Columbia County RFP 2023-O
Debris Monitoring Services

delivery of notice, or letter to address given in the proposal. If after three (3) working days of notification the conditions are not corrected to the satisfaction of the Purchasing Director, he shall thereupon have the power to take whatever action he may deem necessary to complete the work or delivery herein described, or any part thereof, and the expense thereof, so charged, shall be deducted from any paid by the County out of such monies as may become due to the said contractor, under and by virtue of this agreement. In case such expense shall exceed the last said sum, then and in that event, the bondsman or the contractor, his/her executors, administrators, successors, or assigns, shall pay the amounts of such excess to the County on notice made by the Purchasing Department or his/her designee of the excess due.

33. If the bidder proposes to furnish any item of foreign make or product, he shall write "foreign" together with the name of the originating country opposite such item on a proposal.
34. Any complaint from bidders relative to the invitation to bid or attached specifications shall be made prior to the time of opening bids; otherwise, the bidder waives any such complaint.
35. Contracts may be cancelled by the County with or without cause on thirty- (30) days advance written notice.
36. All contractors submitting bids for road projects in excess of \$250,000 must be pre-qualified with the Florida Department of Transportation and shall provide proof of such qualification upon request.
37. Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the Purchasing Department for Columbia County, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays and legal holidays), after the posting of the bid tabulation. Protest procedures may be obtained in the Purchasing Department.
38. A person or affiliate who has been placed on the convicted vendor's list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to Columbia County, may not submit a bid on a contract with Columbia County for the construction or repair of a public building or public work, may not submit bids on leases of real property to Columbia County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Columbia County, and may not transact business with Columbia County for a period of 36 months from the date of being placed on the convicted vendor list.
39. Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;
 - A. All persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
 - B. All persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with the County.

**Columbia County RFP 2023-O
Debris Monitoring Services**

40. Contractor shall register on line at <https://www.columbiacountyfla.com/PurchasingBids.asp> for this specific project. All addendums are delivered via email through this website, and it is the contractor's responsibility to ensure all addendums are used in the bid submittal.

**Columbia County RFP 2023-O
Debris Monitoring Services**

SECTION II. INTENT AND GENERAL INFORMATION

Columbia County, Florida through this Request for Proposal Number No. 2023-O, is soliciting proposals from qualified businesses registered to do business in the State of Florida for Emergency Debris Monitoring Services. According to the FEMA Public Assistance Program and Policy Guide (FP 104-009-2), Effective June 1, 2020, in order to receive FEMA disaster assistance funding for debris removal the jurisdiction must monitor contracted debris removal operations. It may use staff resources, contractors, or a combination of both to monitor debris removal operations. The primary role for debris monitors is to document the location and amount of debris collected. Debris monitors should be able to estimate debris quantities, differentiate between debris types, properly fill out load tickets, and follow all site safety procedures. There must be no conflict of interest between the monitoring contractor (RFP 2023-O) and the debris removal contractor (RFP 2020-B).

NOTE: Columbia County reserves the right to award to multiple vendors.

Firms that are interested in preparing a response for this RFP must complete the requirements set forth in this RFP, its attached documents and documents incorporated by reference (collectively referred to as the “RFP”). Under the proposal process of Columbia County, the conditions set forth herein are binding on the Proposer as confirmed by the signature of a person with legal authority to bind the Proposer on the cover letter transmitting its Proposal to Columbia County in response to this RFP.

If this RFP is amended, the Columbia County Purchasing Department will issue an appropriate addendum to the RFP. If an addendum is issued, all terms and conditions of this RFP that are not specifically modified in the addendum shall remain unchanged. An addendum to this RFP will be issued if any of the dates and/or times change. Specific dates and times will be determined at each phase.

It is understood and the Proposer hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the specifications of this RFP. Failure by the Proposer to acquaint themselves with the available information will not relieve them from the responsibility for estimating properly the difficulty or cost of successfully performing the work. Proposers are expected to examine the specifications and all instructions pertaining to the required commodities and services. Failure to do so will be at the Proposer’s own risk.

The County reserves the right to reject any Proposal found to be non-responsive, vague, or non-conforming. The County also reserves the right at any time to withdraw all or part of this RFP in order to protect its best interests. The County is not liable for any costs incurred by the Proposer in preparing its response, nor is a response an offer to contract with any Proposer. Pursuant to Chapter 119, Florida Statutes (FS), all responses are subject to Florida’s public record laws.

**Columbia County RFP 2023-O
Debris Monitoring Services**

While every effort is made to ensure the accuracy and completeness of information in the RFP, it is recognized that the information may not be complete in every detail and that all work may not be expressly mentioned in the RFP. It is the responsibility of the Proposer to include in its proposal all pertinent information in accordance with the objectives of the RFP.

Proposers interested in the work are instructed to submit **four (4) copies of the proposal package**, one unbound original, marked “Original” and **three (3)** bound copies, marked “Copy”. The submittal **MUST** also include **one (1)** flash drive containing the entire submittal formatted to be read with Microsoft ® software products or Adobe ® PDF software. The complete proposal must be submitted in accordance to this RFP, no later than **August 8, 2023 at 2:00 p.m. Eastern Time**, unless otherwise changed through an addendum to this RFP. Submissions should be sent to the Columbia County Purchasing Department, 135 NE Hernando Avenue, Suite 203, Lake City, FL 32056-1529. Attention: Purchasing Officer Erica Jones. **Proposals received after this date and time will not be considered and shall be returned to the Proposer unopened.**

- **Columbia County is an Equal Opportunity Employer.**
- **Minority and Women Owned businesses are encouraged to participate.**
- **Columbia County strictly enforces open and fair competition.**

ADA – Special Accommodations: Any person requiring accommodations by the County due to a disability should call the Purchasing Department at (386) 719-2028 at least five (5) working days prior to any pre-response Conference, response opening or meeting. If you are hearing or speech impaired, please contact the County Purchasing Department by the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

The RFP and any addenda issued are available on the Columbia County website at <http://www.columbiacountyfla.com/purchasingbids.asp>. All questions pertaining to this RFP should be submitted in writing in accordance with the RFP instructions.

**Columbia County RFP 2023-O
Debris Monitoring Services**

Failure to comply with this or any other paragraph of this RFP shall be sufficient reason for the rejection of the Proposal.

All times listed in the Schedule of Events are Eastern Standard Time (EST).

EVENT	DATE/TIME
RFP Advertisement Date	July 19, 2023
Release of RFP	July 14, 2023
Technical Questions Due from Prospective Proposers	August 15, 2023
PROPOSALS DUE TO THE BOCC	August 22, 2023 at 3 pm
Oral Presentations (If Required)	August 10-11
Board Consideration of Intended Award	September 7, 2023
Posting of Notice of Award	September 7, 2023

All inquiries and questions concerning this RFP must be in writing (email is acceptable), received in accordance with the Schedule of Events above. All inquiries and questions must be directed to Erica Jones, Purchasing Director at ejones@columbiacountyfla.com.

Questions and responses will be posted on the County’s website and, if necessary, an Addendum(s) will be issued.

SECTION IV. CONE OF SILENCE

A. A Cone of Silence will be in effect for this RFP beginning with the advertisement date of July 19, 2023.

B. The prospective Proposer shall not have any communication with any County officers, agents, or employees regarding this RFP or project. No interpretation of the meaning of the plans, specifications or RFP shall be made to a Proposer orally. Any such oral or other interpretations or clarifications shall be legal without legal effect.

C. All requests for interpretations or clarifications shall be in writing, addressed to the contact person shown above in Section III, Estimated Schedule of Events. All such requests for interpretations or clarifications must be received in writing in accordance with Section III, Estimated Schedule of Events. Any and all such interpretations and supplemental instructions shall be in the form of a written addendum which, if issued, shall be posted on the County’s website on the date

Columbia County RFP 2023-O
Debris Monitoring Services

indicated in Section III, Estimated Schedule of Events. Such written addenda shall be binding on the Proposer and shall become a part of the RFP Document(s).

SECTION V. SCOPE OF SERVICES (SOS)/ SCOPE OF WORK (SOW)

- A. **Background:** Columbia County is an inland community and is vulnerable to natural and manmade disasters including, but not limited to: hurricanes, tornadoes, floods, hazardous materials releases and spills. Disasters such as hurricanes often produce large volumes of debris. Debris and damaged trees create hazardous conditions that include blocked roadways/drives, and obstacles to emergency vehicles. These hazards and obstacles often block routine, essential, and emergency traffic, both vehicular and pedestrian. One of the first essential steps in securing the jurisdiction is the removal of hazardous debris to allow for security, emergency and other service traffic.
- B. **Scope of Work:** Columbia County is requesting proposals for Emergency Debris Monitoring Services by individuals and/or organization(s) as follows:
1. Columbia County requires the support of contract debris monitors following a disaster. The contract monitors are necessary to support the debris removal from public rights-of-way and public property, monitoring the reduction and disposal sites, as well as roving monitors to assure debris management plan and contracts are effectively and efficiently implemented.
 2. Within 72 hours of notification, the Contractor shall be able to provide an adequate number of qualified personnel (all personnel shall be a minimum of 18 years of age and have a valid driver's license issued in the United States) to monitor up to 30 debris removal sites and 5 reduction/disposal sites along with the associated roving monitors. The Contractor will be required to increase or reduce its staffing from this point depending on the severity of the debris generating event and the number of sites that are in operation.
 3. The Contractor shall provide all monitors with the appropriate personal protective equipment to include but not be limited to: eye protection; hearing protection; safety vests; hard hats and wet and cold weather clothing to comply with all federal, State and local requirements.
 4. The Contractor shall provide a mandatory debris monitor training session for all its supervisors and monitors prior to the start of the first shift.

Columbia County RFP 2023-O
Debris Monitoring Services

5. The Contractor shall provide all transportation and communication equipment necessary to remain in contact with County and Contractor Staff, and all required logistical support.
6. Immediately following the storm, the Contractor will establish points of contact with contractors, geographically divide Columbia County by zone, assign contractors to zones at the direction of the County and identify temporary disposal staging and reduction sites (TDSRS).
7. The Contractor will establish a Debris Management Center to include a Call Center Hotline for public information.
8. All monitoring will be done in compliance with FEMA Guidelines and will abide by any Columbia County requirements.
9. The Contractor shall reference FEMA procedures to ensure the company is familiar with FEMA requirements prior to beginning work. In particular, the Contractor will be guided by the FEMA Public Assistance Debris Monitoring Guide of March 2021 (unless there is a more recent version published and effective at the date and time services are provided.) This document is located on-line at [FEMA Public Assistance Debris Monitoring Guide \(March 2021\)](#).

C. Loading Site Monitoring Services:

1. The function of the Load Site Monitor is to issue debris load tickets for **eligible** debris cleared and removed at locations designated by the Debris Management Center.
2. The Contractor shall within 72-hours notification by the County, be prepared to provide qualified on-site personnel to monitor debris removal operations at debris loading sites located throughout Columbia County. Additional sites may be added as debris removal efforts increase. Each loading site will operate up to 14 hours per day, 7 days per week. The exact number and location of loading sites will be determined by the County Debris Manager in coordination with the debris removal contractor.
3. Citizen Drop-Off Sites: The Contractor will have Load Site Monitor stations at each Citizen Drop-Off site being operated by the debris removal and disposal Contractor. The Citizen Drop-Off sites must be identified by the removal Contractor and coordinated with the County Debris Management Center the day before. A minimum of one (1) Load Site Monitor will be stationed at the actual loading site and issue a load ticket to each driver in accordance with established procedures that validates where the material originated and that it is eligible for pickup. The load ticket must contain a street address and GPS coordinates. The volume of debris hauled will be estimated at the disposal site by the Disposal Site Monitor.

**Columbia County RFP 2023-O
Debris Monitoring Services**

4. The Contractor shall provide all management, supervision, labor, transportation, safety and other equipment that is necessary to initiate debris load tickets to document the removal of eligible debris from public access roads, rights-of-way, and public property within Columbia County.
5. The Contractor shall provide a minimum of one Loading Site Monitor per site per day for a 12-14- hour shifts.

D. Debris Reduction/Disposal Site Monitoring Services:

1. The function of the Reduction/Disposal Site Monitors is to complete the load ticket and estimate volumes that have been transported to the reduction/disposal site for processing, storage and disposal. A shift may be up to fourteen (14) hours.
2. Monitors must be capable of spending shifts in an outside environment and be able to climb a staircase ladder of 10 feet high.

E. Roving Debris Monitor Services:

1. The function of the Roving Debris Monitor is to verify that only **eligible** debris is being removed from designated public rights-of-way and public property within an assigned debris pickup zone in Columbia County.
2. The roving monitor(s) must be prepared to operate approximately 10-12 hours per day, 7 days per week. Additional roving monitors may be required as needed with the approval of the County.
3. The Contractor shall provide all management, supervision, labor, transportation, and equipment necessary to monitor the operations of the debris removal and disposal Contractor, and shall report all safety violations of the County Project Manager.
4. Roving Debris Monitors must be capable of spending shifts in an outside environment and be able to climb a staircase ladder of 10 feet or higher.

SECTION VI. OPERATIONAL REQUIREMENTS

- A. General Operating Procedures:** The County will require the Debris Hauling Contractor(s) to remove and transport debris from the public rights-of-way and public property within Columbia County to the designated debris reduction/disposal sites. Each load of eligible debris shall be tracked using a multi-page load ticket. The Contractor shall provide the load tickets to be used.

**Columbia County RFP 2023-O
Debris Monitoring Services**

The following guidance provides the basic procedures for completing the load tickets. Revised procedures, if necessary, may be established by the Contractor, in coordination with the County, and shall be followed by the Contractor in lieu of the following procedure.

- B. Load Ticket Section 1:** The Debris Load Site Monitor will be responsible for completing the appropriate information on the load ticket. The Load Site Monitor will retain one copy of the load ticket and give the remaining copies to the truck driver. The Debris Load Site Monitor will maintain a log that contains the information that is required in the Reporting Section.
- C. Load Ticket Section 2:** The Reduction/Disposal Site Monitor is responsible for completing the remaining sections of the load ticket. The Reduction/Disposal Site monitor will verify that all required information is completed by the Loading Site Monitor. After verifying that Section I is complete, the monitor in the inspection tower will make an estimate of the volume of debris contained in the truck or trailer in cubic yards. Each truck or trailer will have the measured size in cubic yards recorded on the side of the truck or trailer. That number should be validated with the volume stated in Section 1.
- D. Reduction/Disposal Site Monitor:** It is the responsibility of this person to indicate the name of the debris reduction site and estimate the volume of material contained within the bed of the truck or trailer. The estimated volume will be recorded on the load ticket in the Estimated Debris Volume block and the Debris Reduction/Disposal Site monitor will sign in the designated block. The Reduction/Disposal Site Monitor will retain one (1) copy of the load ticket and give the remaining copies to the Debris Removal Contractor's representative at the reduction/disposal site. The Reduction/Disposal Site Monitor's copy will be turned into their supervisor at the end of each day. These are controlled forms and cannot be lost since they will be used to verify the amount of money paid to the debris reduction/disposal site Contractor and to the debris hauling Contractor. The Reduction/Disposal Site Monitor will maintain the appropriate log.
- E. Operational Requirements of Roving Monitor(s)**
1. The Roving Monitor(s) will provide oversight of all debris removal and disposal operations provided by the debris removal and disposal contractor.
 2. The Roving Monitor(s) will be the "Eyes and Ears" in the field for the Contractor. Therefore, their observations and reports must be backed up with digital photographs wherever possible.
 3. The Roving Monitor(s) are expected to make multiple visits to all loading sites and disposal sites on a random daily basis.

**Columbia County RFP 2023-O
Debris Monitoring Services**

F. Reporting

1. The Loading Site Monitor will turn their copy of the load ticket into their supervisor at the end of each shift. The Contractor shall also be responsible for entering all data into a daily and master spread sheet, preferably in Microsoft Access, as well as maintaining original load tickets and logs. Daily summaries will be submitted to the County within one (1) day. Additionally, all finalized data and tickets will be provided to the County upon completion of the project.
2. The Loading Site Monitors will also maintain a daily log including the following information:
 - a. Loading Site Monitor's Name
 - b. Supervisor's Name
 - c. Number of Load Tickets issued during the shift
 - d. Starting Load Ticket # _____ Ending Load Ticket # _____
 - e. Any problems encountered or anticipated
 - f. Name of the Debris Site delivered to
3. The Reduction/Disposal Site Monitor will turn in their copy of the load ticket to their supervisor at the end of each shift. The Contractor's supervisor will ensure that the load tickets and log are submitted to the County no later than 10 a.m. the following day.
4. The Reduction/Disposal Site Monitors will maintain a daily log that contains the following information:
 - a. Debris reduction/disposal site location
 - b. Reduction/Disposal Site Monitor's Name
 - c. Supervisor's Name
 - d. Truck/Trailer number and volume of debris hauled into the site
 - e. Cumulative total of debris delivered at the site during the shift
 - f. Any problems encountered or anticipated
5. The Roving Monitor(s) will be responsible for completing the Debris Removal/Loading Site Monitoring Checklist provided by the County Debris Management Center. This report will be submitted to the immediate supervisor on a daily basis.
6. The Roving Monitor(s) will report any serious or safety related discrepancies observed to their supervisor. The Supervisor will keep the

Columbia County RFP 2023-O
Debris Monitoring Services

County Debris Manager informed of situations that impact the execution of the debris removal contract.

7. The supervisor will collect all written reports and provide a copy to the County Debris Manager by 5:00 p.m. the following day.
8. The Contractor will provide Monitors with a means of communications (cell phones, radio, etc.) to contact their supervisor or the Debris Management Center in the event of any problems that occur. Monitors should not argue with truck drivers or other Contractor personnel. They are advised to wait until a supervisor arrives on site to resolve the problem.

G. Truck Certification

1. The Contractor measures, records, and photo documents debris hauling trucks. Truck capacity is data-based. Capacity database drives office data preparation for FEMA project worksheet generation.
2. Trucks are assigned a unique number. If a truck is re-measured it must receive a new number. Truck numbers and capacities are clearly labeled on all trucks retained by Columbia County to remove debris.
3. Hard and electronic copies of truck certification are filed on behalf of Columbia County for FEMA and other federal audits.

H. Hazardous Tree Removal

The Contractor monitors are trained to identify dangerous hanging limbs, leaning trees and uprooted stumps that present an imminent threat to public health and safety and report the location of the same to the County Monitor. The County Monitor will determine and advise if further documentation is required (pictures, measurements, location, etc.)

I. Demolition Programs

1. If necessary, the Contractor will work with Columbia County to implement a demolition program for structures destroyed by an event.
2. The Contractor will ensure that all County ordinances are followed and that all necessary documentation is collected and recorded.

**Columbia County RFP 2023-O
Debris Monitoring Services**

3. The Contractor will serve as the liaison between demolition contractors, FEMA, building inspectors, and the Florida Department of Environmental Protection (FDEP). Demolition and debris removal will be monitored according to Columbia County's contract. The selected company shall coordinate with the County to set up a system of forms to be used in the event of the activation of this contract.
4. Documentation of demolition program will be data-based and filed as support documentation for FEMA reimbursement and contractor invoice reconciliation. The Contractor will provide assistance to the County as needed in completing any and all forms necessary for reimbursement from State or Federal Agencies.
5. The Contractor will work with Columbia County and FEMA to identify scopes of work to remove vegetative hazards.
6. Vegetative hazard removal will be monitored according to Columbia County's Debris Removal contract.
7. Documentation of vegetative hazard removal will be data-based and filed as support documentation for FEMA reimbursement and contractor invoice reconciliation.

J. Right of Entry Work

1. Sand recovery, vegetative hazard removal and demolition programs often times require for a County to instruct its contractors to perform work on private property. If this is necessary in Columbia County, the Contractor will:
 - a. Manage the administration, mailing and collection of Right Of Entry documentation.
 - b. Survey, in conjunction with FEMA, properties for hazards that are eligible for FEMA reimbursement.
 - c. Monitor and document the work for reimbursement and reconciliation purposes.
 - d. Serve as Columbia County's public relations representative on site as work is being performed.

K. Public Information

**Columbia County RFP 2023-O
Debris Monitoring Services**

1. The Contractor will provide the necessary labor and equipment to operate a call center to communicate a consistent message regarding the debris removal progress and programs to Columbia County residents.
2. The Contractor will assist Columbia County public information staff in preparing public service announcements and other media as necessary.

L. Reimbursement Appeals

The Contractor will assist the County in preparing appeals for any funds that are deemed non-reimbursable by FEMA.

M. Safety

1. The Contractor's Loading Site Monitors and Reduction/Disposal Site Monitors must wear required safety equipment, as needed, whenever on the site. The following are mandatory: hard hat, reflective vest, work boots, long pants, appropriate cold and rainy weather clothing, eye and hearing protection.
2. The Contractor will maintain a telephonic contact list at each loading site and reduction/disposal site of the Contractor's Supervisor, County Debris Manager, County Debris Management Center, and nearest fire, police and emergency medical facilities.
3. The Contractor will ensure that the Contractor personnel adhere to the debris reduction site Contractor's safety requirements.

N. Other Considerations

1. The Contractor shall supervise and direct the work, using qualified labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes and fees necessary to perform under the terms of this contract.
2. The Contractor must be duly licensed in accordance with federal and state statutory and regulatory requirements to perform the work. The Contractor shall obtain all permits necessary to complete the work. The Contractor shall be responsible for determining what permits are necessary to perform under the contract. Copies of all permits shall be submitted to the County Debris Management Center before commencing work.

Columbia County RFP 2023-O
Debris Monitoring Services

3. The Contractor shall be responsible for correcting any notices of violations issued as a result of the Contractor's or any subcontractor's actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost.
4. The Contractor shall be responsible for paying any and all costs associated with violations of law or regulation relative to the Contractor's activities. Such costs might include but are not limited to: site cleanup and remediation; fines, administrative and civil penalties; third party claims imposed on Columbia County by any third party as a result of noncompliance with federal, state or local environmental laws and regulations or nuisance statutes by the Contractor, its subcontractors or any other persons, corporations, or legal entities retained by the Contractor under this contract.
5. **Meetings:** The Contractor must attend any and all meetings required by the County Debris Manager to evaluate the performance of all monitors.
6. **Quality Assurance:** The Contractor must provide sufficient personnel and management to assure the policies and procedures of work meets the requirements and intent of this contract. The work will be closely monitored.
7. **Grant Requirements:** In order to comply with federal grant regulations, additional rules and regulations will apply. See the FEMA Public Assistance Program and Policy Guide, FP 104-009-2, June 2020.

SECTION VII. PROPOSAL RESPONSE REQUIREMENTS

A. Overview

1. The County has established certain mandatory requirements that must be included as part of any Proposal. The use of the terms "shall," "must", or "will" (except to indicate simple futurity) in this RFP indicates a mandatory requirement or condition. The words "should" or "may" in this RFP indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature will not by itself cause a rejection of a proposal.
2. Proposals not meeting all material requirements of this request or which fail to provide all required information, documents, or materials such as request forms, bonds, etc., will be rejected as non-responsive. Material requirements of the Proposal are those set forth as mandatory, or without which an adequate analysis and comparison of replies is impossible, or those which affect the

Columbia County RFP 2023-O
Debris Monitoring Services

competitiveness of replies or the cost to the County. A Proposer whose Proposal, past performance, or current status that does not reflect the capability, integrity, or reliability to perform fully and in good faith the requirements of the Contract may be rejected as non-responsible.

3. The County reserves the right to determine which proposals meet the material requirements of the RFP and which proposals are responsible and/or responsive. Further, the Board of County Commissioners may reject any and all proposals and seek new proposals when it is in the best interest of the County to do so.
4. A proposal by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by secretary or an assistant secretary. The corporate address and state of incorporation shall be provided on the Proposal Form, for a Proposal by a/an:
 - a. Partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be provided on the Proposal Form.
 - b. A Limited Liability Company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
 - c. An individual shall show the Proposer's name and business address.
 - d. A Proposal by a joint venture shall be executed by each joint venture member in the manner indicated on the Proposal Form. The official address of the joint venture must be provided on the Proposal Form.
5. All names shall be printed in ink below the signatures.
6. The Proposal shall contain an acknowledgement of receipt of all Addenda, the numbers and dates of which shall be filled in on the Proposal Form.
7. The postal and email addresses and telephone number for communication regarding the Proposal shall be shown.
8. A proposer seeking to do business with the County shall, at the time of submitting a Proposal, be appropriately registered with the Department of State in accordance with the provisions of Chapters 605, 607, 617, or 620

Columbia County RFP 2023-O
Debris Monitoring Services

Florida Statutes, as applicable. For further information on required filing forms, please go to the following sites: <http://sunbiz.org/index.html> or <http://www.dos.state.fl.us/doc/index.html>.

The Proposal shall contain evidence of the Proposer's authority and qualification to do business in the state or locality where the Project is located or the Proposer shall covenant in writing to obtain such qualification prior to award of the Contract and attach such covenant to the Proposal. The Proposer's state contractor license number, if any, shall also be shown on the Proposal form.

B. Proposal Construction

The Proposer will construct its Proposal in the following format as outlined. A divider must separate each section as prescribed.

1. TAB 1: Proposal Transmittal Form on the Firm's Letterhead (Form No. 1)

All signatures must be by an individual with the authority to legally bind the Proposer, witnessed and corporate and/or notary seal (as applicable.) If the individual signing the Proposal Transmittal Form does not have the apparent authority to legally bind the Proposer, attach documentation demonstrating such authority. The corporate or mailing address must match the company information as it is listed on the Florida Department of State Division of Corporations. Attach a copy of the webpage(s) from <http://www.sunbiz.org> as certification of this required information. Verify that all addenda and tax identification number have been provided.

2. TAB 2: Executive Summary and Qualification Application (Form No. 2)

This summary should not be more than three (3), front and back pages. Include Form 2, Qualification Application and Questionnaire. Additional pages may be added to Form 2 if needed.

3. TAB 3: Letters of Reference (Form No. 3)

Include three (3) reference letters from similarly situated communities or local governments dated 2016 or later. Letters must be on the entities letterhead and signed by an authorized official and include a brief description of the project

**Columbia County RFP 2023-O
Debris Monitoring Services**

and results, date of the project and name of the contact person, e-mail and phone number.

4. TAB 4: Key Staff

Include a summary of leadership and key staff, their role and experience that will be assigned to work with the County. Include behind the summary a resume of each staff member listed in the summary with relevant information to the services requested (limit one page, front and back, per person).

5. TAB 5: Approach

Include a detailed description of how your organization will approach the services being requested.

6. TAB 6: Required Forms Documents and Certifications

Please note any concerns with the proposed contract on Form No. 15. Any comments that are included on this form regarding the contract documents will be forwarded to the legal department for review. The County's acceptance of comments does not guarantee any revision will be made to the contract documents. Comments not included on this form **WILL NOT** be considered. Please indicate NONE or NOT APPLICABLE (N/A) if there are no comments on the proposed contract documents.

C. Cost Proposal

Each Proposer must complete and submit the Cost Proposal Form set forth in Form Number 18. If this form is not completed, the Proposal will not be considered.

All Proposals will be opened on the date and time indicated in **Section III Estimated Schedule of Events** (i.e., date Proposals are due) or as modified by addendum.

SECTION VIII. Evaluation of Proposals and Selection Process

**Columbia County RFP 2023-O
Debris Monitoring Services**

1. Proposals submitted to this RFP that satisfy the required qualifications and are deemed to be submitted by responsive and responsible Proposers shall be ranked by a Selection Committee authorized by the County Administrator.
2. The County reserves the right to reject any or all Proposals, including without limitation, nonconforming, nonresponsive, unbalanced or conditional Proposals. The County further reserves the right to reject the Proposal of any Proposer whom it finds, after reasonable inquiry and evaluation, to be non-responsive. The County also reserves the right to waive all informalities not involving price, time or changes in the Services and to negotiate contract terms with the Successful Proposer.
3. More than one Proposal for the same services from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Proposer has an interest in more than one Proposal for the Services may be cause for disqualification of the Proposer and the rejection of all Proposals in which that Proposer has an interest.
4. The County may conduct such investigation as it deems necessary to establish the responsibility, qualifications, and financial ability of Proposers, proposed subcontractors, suppliers, individuals, or entities to perform the services in accordance with the Contract document.
5. In ranking the Proposals, the Selection Committee shall evaluate the Proposals on the basis of the information provided by the Proposer, and rank each Proposal for compliance with the qualifications of each Proposer and compliance with the mandatory requirements of the RFP. The County reserves the right to award to more than one Proposer.
6. The selection committee will evaluate the Proposals that are responsive to the requirements of this RFP using the following weighted criteria listed in order of importance:

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

**Columbia County RFP 2023-O
Debris Monitoring Services**

Proposers may be selected for interviews or oral presentations (shortlisted). The County makes no commitment to any Proposer to this RFP beyond consideration of the written responses to the RFP. All Proposers will be notified of the shortlisted and non-shortlisted Proposers as well as the date, time and location of interviews and/or oral presentations.

7. The Proposals deemed best by the selection committee shall be presented to the County Manager in the form of an Agenda Item for a Regularly Scheduled Meeting of the Columbia County Board of County Commissioners. At this meeting the Board shall either accept or deny the recommendation of the selection committee as presented by the County Manager.
8. Individual Committee members will be removed from the Committee if unable to participate in all reviews, and scoring will be based on scores of the remaining Committee Members.

SECTION IX. Intent to Award and Contract Execution

1. The County reserves the right to incorporate the successful Proposal into the Contract. Failure of a Proposer to accept this obligation may result in the cancellation of the award.
2. The construction, interpretation, and performance of this RFP, and all transactions under it shall be governed by the laws of the State of Florida and Columbia County. The Contract shall include all terms and conditions of this RFP, any addenda, response and the County's contract issued as a result of this RFP.
3. The County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. The County reserves the right to reject any and all Proposals or to waive any minor irregularity or technicality in the Proposals received. The award will be made to the lowest responsible and responsive Proposer(s) within the category chosen for the basis of the award. The County reserves the right to award to one or multiple Proposers at its discretion.
4. The Successful Proposer will be required to assume the responsibility for all services offered in the Proposal. The County will consider the Successful Proposer to be the sole point of contact with regard to contractual matters, including payment on any or all charges.
5. After successful posting of the award for 72 hours, the Successful Proposer will be required to enter into the Contract with the County.

**Columbia County RFP 2023-O
Debris Monitoring Services**

SECTION X. Standard Terms and Conditions

1. Definitions

General terms used throughout this RFP are provided below. Additional definitions may be provided as applicable to a specific section or subject matter.

Award – means the determination of a successful Proposer(s) in response to this RFP, resulting in an offer of a Contract to perform the services pursuant to the RFP and their Proposal.

County – means the Columbia County Board of County Commissioners (BoCC) and its employees.

Contract – means the legally enforceable document agreed to and signed by the County and the successful Proposer(s) (collectively referred to as the “Parties”), a draft contract is attached hereto as Appendix B and incorporated herein.

Engineer – means the engineer/engineering firm responsible for preparing the construction drawings and specifications.

Payment Bond – means a bond which assures that the subcontractors, laborers, and material suppliers will receive payment for the services and products used to fulfill the contract.

Performance Bond – means a bond to assure satisfactory performance of the terms of the contract.

Proposal Bond – means an insurance agreement in which a third party agrees to be liable to pay a certain amount of money in the event that a selected vendor fails to accept the contract as a Proposal. If required, a Proposal bond/deposit shall be for 5% of the amount of the Proposal.

Proposer – means any firm, individual or organization submitting a Proposal in response to this RFP

RFP – Request for Proposal. Refers to this document, its attachments, and any documentation hereinafter incorporated by reference.

Columbia County RFP 2023-O
Debris Monitoring Services

Successful Proposer – means a Proposer who is awarded a Contract as a result of the Proposal submitted in response to this RFP.

Work or Scope of Work (SOW) – means the scope of work (description) of the services that are to be provided.

2. Florida Public Records Law and Confidentiality

- a. By submitting a Proposal in response to this RFP, a Proposer acknowledges that the County is a government entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Proposer further acknowledges that any materials or documents provided to the County may be “public records” and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by law.
- b. Should the Proposer provide the County with any materials which it believes, in good faith, contain information that would be exempt from disclosure or copying under Florida Law; the Proposer shall indicate that belief by typing or printing, in bold letters, the phrase “PROPRIETARY INFORMATION” on the face of each affected page of such materials. The Proposer shall submit to the County both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Proposer fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.
- c. Should any person request to examine or copy any material so designated, and provided the affected Proposer has otherwise fully complied with the provision, the County, in reliance on the representations of the Proposer, will produce for that person only the redacted version of the affected materials. If the person requests to examine or copy the complete version of the affected material, the County shall notify the Proposer of that request, and the Proposer shall reply to such notification, in writing that must be received by the County no later than 4:00 p.m., EST, of the County business day following the Proposer’s receipt of such notification, either permitting or refusing to permit such disclosure or copying.
- d. Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Proposer refuses to permit disclosure or copying, the Proposer agrees to,

Columbia County RFP 2023-O
Debris Monitoring Services

and shall, hold harmless and indemnify the County for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by the County, or assessed or awarded against the County, in regard to the County's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such a request and the Proposer is not initially named as a party, the Proposer shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any Proposal submitted by a Proposer in response to this RFP and shall constitute the County's sole obligation with regard to maintaining confidentiality of any document, material or information submitted to the County.

3. Construction and Venue

The validity, construction, and effect of this RFP and subsequent contract shall be governed by the Laws of the State of Florida. The provisions of the RFP, successful Proposer's Proposal and subsequent contract shall be complied with by the Parties, but only to the extent they are consistent with applicable law and Contract. In the event of an inconsistency, the Order of Precedence shall be followed:

- a. Laws of Florida and Contract
- b. RFP and all of its addenda and attachments
- c. Successful firm's proposal

The venue for all actions arising under the RFP and subsequent Contract shall lie in Columbia County, Florida, United States.

4. Contract

- a. The Successful Proposer will be required to enter into the Contract with the County and will be required to perform the work in accordance with the Contract terms and conditions. The Draft Contract is attached hereto as Appendix B and incorporated herein by reference.
- b. Any exceptions to the proposed Contract must be noted in the proposal response in Form No. 15 – Comments on Proposed Contract. The County is under no obligation to modify the proposed contract to conform to the Successful Proposer's Contract exceptions. Contingent Proposals will not be

**Columbia County RFP 2023-O
Debris Monitoring Services**

accepted. If acceptance of the Contract Award is contingent on an exception and modification to the Contract, the Proposer must provide this information to the County at the time of submission of technical questions, as outlined in the Estimated Schedule Of Events in order to obtain a determination from the County regarding the proposed exception. If a Proposer's exception and modification are rejected by the County during the technical question portion of the Proposal process and the Proposer later submits a Proposal, the Proposer shall be deemed to have accepted this Contract provision.

5. Term of the Contract and Termination

- a. The Initial term of the Contract shall begin no sooner than the later of the dates executed by both Parties and shall be effective for a three-year period unless otherwise modified in writing by both parties.
- b. The Contract may be renewed by written agreement for up to two (2) one-year renewal periods beyond the initial term. The extension shall be exercised only if all prices, terms and conditions remain the same and approval is granted by the Columbia County BoCC. The County reserves the right to re-negotiate rates based on current market conditions.
- c. The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such a period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to the Respondent, but the Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract Price and Contract Time may be adjusted for increases in the cost and time caused by the suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which the Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

6. Insurance Requirements and Bond Requirements

- a. Insurance Verification Requirements – See Appendix B, Section XIII Insurance
- b. Bond Requirements – there are no bonding requirements.

**Columbia County RFP # 2023-O
Debris Monitoring Services**



LEGAL ADVERTISEMENT

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

REQUEST FOR PROPOSAL (RFP) 2023- O

EMERGENCY DEBRIS MONITORING SERVICES

PROPOSAL ADVERTISE DATE: JULY 19, 2023

PROPOSAL RELEASE DATE: JULY 14, 2023

RESPONSE DUE DATE AND TIME: AUGUST 22, 2023 AT 3 PM EST

The Columbia County Board of County Commissioners (BoCC) is soliciting proposals from qualified businesses registered to do business in the State of Florida for Emergency Debris Monitoring Services. The primary role for debris monitors is to document the location and amount of debris collected. Debris monitors should be able to estimate debris quantities, differentiate between debris types, properly fill out load tickets, and follow all site safety procedures. There must be no conflict of interest between the monitoring contractor (RFP #2023-O) and the debris removal contractor (RFP 2020-B). Sealed proposals will be received at the office of the Board of County Commissioners, 135 NE Hernando, Suite 203, Lake City, FL 32056-1529 until **3 pm EST on August 22, 2023**. At that time, the proposals will be opened and read aloud. Proposals received after said time will be returned unopened.

The principle feature of this procurement by the County is known as: **Emergency Debris Monitoring Services**. The specifications of this procurement are stated in **RFP # 2023-O**.

This RFP and any addenda issued will be posted to the County's website at www.columbiacountyfla.com. Or can be obtained by contacting the Columbia County Purchasing Department at (386) 719-2028 or ejones@columbiacountyfla.com.

A person or affiliate who has been placed on the convicted Respondent 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

**Columbia County RFP # 2023-O
Debris Monitoring Services**

property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of a threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO (\$35,000) for a period of 36 months from the date of being placed on the convicted Respondent list.

The Columbia County Board of County Commissioners reserves the right to waive informalities in any bid; reject any or all proposals, in whole or in part; re-bid a project, in whole or in part; and to accept a proposal that in its judgement is the lowest and best bid of a responsible bidder. In accepting a bid, Columbia County may award a contract based only on the base bid, the base bid plus all alternates, or the base bid plus any alternates which Columbia County selects with all decisions being made based upon what Columbia County believes to be the best interests of its tax payers, in the reasonable exercise of its discretion. Columbia County further reserves the right to increase or decrease quantities as may be required to meet the needs of Columbia County, at the unit price which was bid. Columbia County does not discriminate on the basis of race, color, national origin, sex, Religion, age, marital status, and disability/handicapped status in employment or provision of service.

Columbia County is an Equal Opportunity Employer

Minority Owned and Women Owned Businesses are encouraged to participate

Columbia County strictly enforces open and fair competition

ADA – Special Accommodations: Any person requiring accommodations by the County due to a disability should call the Purchasing Department at (386) 719-2028 at least five (5) working days prior to any pre-response Conference, response opening or meeting. If you are hearing or speech impaired, please contact the County Purchasing Department by the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

RFP 2023- O
Debris Monitoring Services
Appendix B – Draft Agreement

CONTRACT FOR RFP 2023-O

Emergency Debris Monitoring Services

This contract is made by and between Columbia County, Florida, (hereinafter referred to as the “County”), whose principal address is 135 NE Hernando Ave., Suite 203, Lake City, FL 32056-1529, and _____ whose address is _____ (hereinafter referred to as the “Contractor”), and states as follows:

WITNESSETH

WHEREAS, the County pursued a competitive process to seek interested firms for the provision of Emergency Debris Monitoring Services (the “Services”) through a Request for Proposals #2023-O (the “RFP”); and

WHEREAS, Contractor submitted a proposal in response to the RFP, was selected pursuant to the RFP, and represents that Contractor is capable, prepared, certified, and insured to provide such Services; and

WHEREAS, both the RFP, including any addenda thereto, and the Contractor’s Proposal are incorporated herein by this reference and shall be binding upon both parties; and

WHEREAS, the County wishes to enter this Contract with Contractor to provide the Services on an as needed basis, in accordance with the RFP and the Proposal.

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. Incorporation of Documents

The following documents are incorporated by reference into this Contract:

1. Request for Proposal (RFP) and Contractor’s Acknowledgement, **RFP 2023-O**, **Emergency Debris Monitoring Services**, date of opening _____, and any addenda thereto; and
2. Contractor’s Proposal

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties. Any changes to the Contract shall be by a contract amendment which must be agreed to and fully executed by both parties. The cost of a change, modification, or change order must be allowable, allocable, within the scope of any grant or cooperative agreement, and

RFP 2023- O
Debris Monitoring Services
Appendix B – Draft Agreement

reasonable for the completion of the scope. A cost or price analysis shall be performed when making contract modifications and amendments.

II. Scope of Work

The Contractor will provide Emergency Debris Monitoring services, as further outlined in the RFP and Contractor’s Acknowledgement. Any changes to the Contract shall be a contract amendment, which must be agreed to in writing and fully executed by both parties.

III. Duration of the Contract and Termination of the Contract

The Contract will be valid when fully executed by both parties.

The term of this Contract shall be from the date last signed below and continue for an initial term of three (3) years. The Parties may agree to up to two (2) additional one (1) year renewal periods in writing, with execution by both Parties, and prior to the expiration of the contract.

The County may terminate the Contract for convenience at any time by providing thirty (30) calendar days written notice to the Contractor. If terminated, the Contractor shall be owed for materials provided and accepted by the County up until the point of termination.

The County may terminate the Contract in whole or part for cause, if the County determines that the performance of the Contractor is not satisfactory, the County shall notify the Contractor of the deficiency in writing with a requirement that the deficiency be corrected within ten (10) days of such notice. Such notice shall provide reasonable specificity to the Contractor of the deficiency that requires correction. If the deficiency is not corrected within such a time period, the County may either (1) immediately terminate the Agreement, or (2) take whatever action is deemed appropriate to correct the deficiency. In the event the County chooses to take action and not terminate the Agreement, the Contractor shall, upon demand, promptly reimburse the County for any and all costs and expenses incurred by the County in correcting the deficiency.

If the County terminates the Agreement, the County shall notify the Contractor of such termination in writing, with instruction to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

The County reserves the right to unilaterally cancel this Contract for refusal by the Contractor or any contractor, sub-contractor or materials vendor to allow

RFP 2023- O
Debris Monitoring Services
Appendix B – Draft Agreement

public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Contract unless the records are exempt.

Upon receipt of a final termination or suspension notice under this Article, the Contractor shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following:

1. Necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; and
2. Furnish a statement of the activities and other undertakings of the cost of which are otherwise includable as costs under this Contract. The termination or suspension shall be carried out in conformity with the latest schedule of costs un this Contract. The closing out of federal financial participation in the services provided shall not constitute a waiver of any claim which the County may otherwise have arising out of this Contract.

IV. Mobilization

When a written Notice to Proceed has been received by the Contractor and/or the on-site Contractor Representative, he/she will make all of the necessary arrangements to mobilize a minimum of 25% of the required resources within 48 hours and 100% within 7 days of commencement and conduct of these contracted services.

V. Method of Payment

The Contractor will be paid for their services provided in accordance with the terms and conditions of this contract, the RFP and the Contractor's Acknowledgement, and the Proposal. The maximum contract sum payable by the County to Contractor for services performed under this Contract shall not exceed \$1,000,000.

VI. Fees under options or renewal

If the parties mutually agree to exercise the renewal option, there will be no rate increase.

VII. Taxes and Assessments

RFP 2023- O
Debris Monitoring Services
Appendix B – Draft Agreement

The Contractor agrees to pay all sales, use or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Contract. The Contractor further agrees that it shall protect, reimburse and indemnify the County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits to this Contract.

VIII. Invoice Requirements

The Contractor shall request payment as set forth in the Request for Proposal (RFP) and the Contractor's Acknowledgement. The County shall make payments within forty-five (45) days of the invoice date.

IX. Waiver of Claims

The Contractor's acceptance of final payment shall constitute a full waiver of any and all claims related to the obligation of payment by it against the County arising out this Contract or otherwise related to the Project, except those previously made in writing and identified by the Contractor as unsettled at the time of the final payment. Neither the acceptance of the Contractor's services nor payments by the County shall be deemed to be a waiver of any of the County's rights against the Contractor.

X. Nondiscrimination

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation. Additionally, (As per Executive Order 11246) the Contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following:

RFP 2023- O
Debris Monitoring Services
Appendix B – Draft Agreement

employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.

XI. Subcontracting

The Contractor shall not subcontract any services or work to be provided to the County without the prior written approval of the County’s representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The County’s acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into, and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

XII. Indemnification and Hold Harmless

The Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by negligence, recklessness or intentional wrongful conduct the Contractor and other persons employed or utilized by the Contractor in the performance of this Contract.

XIII. Insurance

During the life of the Contract the Consultant shall provide, pay for, and maintain, with companies satisfactory to the County, the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida. Prior to execution of this Contract by the County, the insurance coverages and limits required must be evidenced by properly executed Certificates of Insurance on forms which are acceptable to the County. The Certificates must be personally, manually signed by the Authorized Representatives of the insurance company/companies shown on the Certificates with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to the County, on a timely basis, if required by the County. These Certificates and policies shall contain provisions that sixty (60) days written notice by registered or certified mail shall be given the County of any cancellation, intent not to

RFP 2023- O
Debris Monitoring Services
Appendix B – Draft Agreement

renew, or reduction in the policies coverages, except in the application of the Aggregate Limits Provisions. In the event of a reduction in the Aggregate Limit of any policy, the Consultant shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. All insurance coverages of the Consultant shall be primary to any insurance or self-insurance program carried by the County applicable to this Project.

The acceptance by the County of any Certificate of Insurance for this Project evidencing the insurance coverages and limits required in this Contract does not constitute approval or agreement by the County that the insurance requirements have been met or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of this Contract.

Before starting and until acceptance of the work by the County, the Consultant shall maintain insurance of the types and to the limits specified in paragraph 14.7 entitled “Required Insurance.” The Consultant shall require each of its sub-consultant’s or sub-contractor’s work, insurance of the types and to the limits specified in paragraph 14.7, unless such insurance requirement for the sub-consultant or sub-contractor is expressly waived in writing by the County. Said waiver shall not be unreasonably withheld upon the Consultant representing in writing to the County that the Consultant’s existing coverage includes and covers the sub-consultants and sub-contractors for which the waiver is sought, and that such coverage is in conformance with the types and limits of insurance specified in paragraph 14.7. All liability insurance policies, other than the Professional Liability, Worker’s Compensation and Employer’s Liability policies, obtained by the consultant to meet the requirements of this Contract shall name the County as an additional insured as to the operations of the Consultant under this Contract and the Contract Documents and shall contain severability of interests provisions.

If any insurance provided pursuant to this Contract expires prior to the completion of the work, renewal Certificates of Insurance and, if requested by the County, certified, true copies of the renewal policies shall be furnished by the Consultant sixty (60) days prior to the date of expiration. Should at any time the Consultant not maintain the insurance coverages required in this Contract, the County may cancel this Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Consultant for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Contract.

Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the County’s Representative prior to the commencement of the work.

RFP 2023- O
Debris Monitoring Services
Appendix B – Draft Agreement

The Consultant shall not commence work under this paragraph and such insurance has been approved by the County’s Representative, nor shall the Consultant allow any sub-contractor to commence work on its sub-contract until all similar such insurance required of the sub-contractor has been obtained and approved.

Policies shall be issued by companies authorized to do business under the laws of the State of Florida and shall have adequate Policyholders and Financial Ratings in the latest ratings of A.M. Best rating of A- or better.

Required Insurance

- a. Workers’ Compensation insurance as required by the State of Florida.
- b. Employer’s Liability Insurance with limits of \$1,000,000 per Accident.
- c. Comprehensive business automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, hired or non-owned vehicles, with minimum limits of \$1,000,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be \$500,000 per person, \$500,000 per occurrence, \$25,000 property damage.
- d. Commercial general liability covering claims for injuries to members of the public or damage to property of others arising out of any covered act or omission of the Consultant or any of its employees, agents or subcontractors or sub-consultants, including Premises and/or Operations, Independent Contractors; Broad Form Property Damage, and a Contractual Liability Endorsement with \$300,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be \$100,000 per person, \$300,000 per occurrence, \$50,000 property damage.
- e. Professional liability insurance of at least \$1,000,000 for design errors and omissions, exclusive of defense costs. The Consultant shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the County Purchasing Agent or designated county employee. The County may require the Consultant to provide a higher level of coverage for a specific project and time frame.

RFP 2023- O
Debris Monitoring Services
Appendix B – Draft Agreement

- f. The County shall be named as an additional insured with respect to the Consultant's liabilities hereunder in insurance coverage's identified in Paragraphs c., d., and e. Columbia County, a political subdivision of the State of Florida, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage in respects to: Liability arising out of activities performed by or on behalf of the Contractor/Vendor. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees or volunteers.

- g. The Consultant shall require its subcontractors to be adequately insured at least to the limits prescribed above, and to any increased limits of the Consultant if so, required by the County during the term of this Contract. The County will not pay for increased limits of insurance for subcontractors.

The County reserves the right to require any other insurance coverage that it deems necessary depending upon the exposures.

The Consultant, and its insurance carrier, waives all subrogation rights against Columbia County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from Others or equivalent.

XIV. Compliance with Laws

The Contractor shall secure any all permits, licenses and approvals that may be required in order to perform the Work, shall exercise full and complete authority over the Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Work, and shall make all reports and remit all withholdings or other deductions from the compensation paid to the Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule or regulation.

XV. Notice

All notices required by this Contract shall be in writing to the representatives listed below:

RFP 2023- O
Debris Monitoring Services
Appendix B – Draft Agreement

The authorized representative for the County shall be:

David Kraus, County Manager
Columbia County Board of County Commissioners
135 NE Hernando Avenue, Suite 203
Lake City, FL 32056-1529
Phone: (386) 755-4100
Email: david_kraus@columbiacountyfla.com

The authorized representative for _____ shall be:

_____, _____

Phone: _____

Email: _____

Courtesy Copy to:

Erica Jones, Purchasing Director
Columbia County Board of County Commissioners
135 NE Hernando Avenue, Suite 203
Lake City, FL 32056-1529
Phone: (386) 719-2028
Email: purchasing@columbiacountyfla.com

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least five (5) business days prior notice of the address change.

XVI. Governing Law and Venue

This contract shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall lie in Columbia County, Florida.

XVII. Public Records

RFP 2023- O
Debris Monitoring Services
Appendix B – Draft Agreement

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

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 (386) 755-4100, jcrews@columbiacountyfla.com, 135 NE Hernando Avenue, Suite 203, Lake City, FL 32056-1529.

The Contractor must comply with the public records law, Florida Statute Chapter 119, specifically Contractor must:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County’s custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Further, the Contractor agrees to provide the FEMA Administrator or his/her authorized representatives access to records pertaining to work being performed and completed under this Contract.

XVIII. Audit

RFP 2023- O
Debris Monitoring Services
Appendix B – Draft Agreement

The County and/or its designee shall have the rights from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after the termination of this Contract.

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Contract. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, the Government Accountability Office, the Comptroller General of the United States, FEMA or any of their duly authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Contract. All financial records, timecards and other employment records, and proprietary data and information shall be kept and maintained by the Contractor at a location in _____ County, Florida, provided that if any such material is located outside _____ County, then, at the County's option the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy or transcribe such material at such other location. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at the Contractor's place of business.

In the event that an audit is conducted by the Contractor specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor, then the Contractor shall file a copy of the audit report with the County's Auditor within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

Failure on the part of the Contractor to comply with the provisions of this Paragraph shall constitute a material breach upon which the County may terminate or suspend this Contract.

County Audit Settlements: If, at any time during or after the term of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the

RFP 2023- O
Debris Monitoring Services
Appendix B – Draft Agreement

Contractor, then the difference shall be either repaid by the Contractor to the County by cash payment upon demand or, at the sole option of the County, deducted from any amounts due to the Contractor from the County. If such an audit finds that County’s dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by cash payment.

XIX. Compliance with Other Federal Standards

19.1 General Federal Provisions: Work issued under this Contract may be fully or partially funded by a Federal Grant. Where applicable, in accordance with Federal Law, the Contractor shall comply with the provisions of this Article and comply with the authorities enumerated below, which are incorporated herein by reference.

19.1.1 2 CFR Part 25.110

19.1.2 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000

19.1.3 Executive Orders 12549 and 12689

19.1.4 41 CFR Part 60-1(a) and (d)

19.1.5 Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations.

19.2 Nondiscrimination Acts and Authorities: For all federally funded work issued under this Contract, the Contractor agrees for itself, its successors, and its assigns, to comply and to assure that any subcontractor also agrees to comply with the following Title VI List of Pertinent Nondiscrimination Acts and Authorities.

19.2.1 Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq. 78 stat. 252), as implemented by the Department of the Treasury’s Title VI regulations, 31CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement;

19.2.2 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et. Seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

19.2.3 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964.);

19.2.4 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C.§4601), prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

RFP 2023- O
Debris Monitoring Services
Appendix B – Draft Agreement

19.2.5 Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et. Seq.) as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. part 27;

19.2.6 The Age Discrimination Act of 1975, as amended, (42 U.S.C. §6101 et. Seq.). and Treasury’s implementing regulations at 31 C.F.R. Part 23 (prohibit discrimination on the basis of age);

19.2.7 Airport and Airway Improvement Act of 1982, (49 U.S.C. §471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

19.2.8 The Civil Rights Restoration Act of 1987, (PL-100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs and activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

19.2.9 Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto (as amended 42 U.S.C. §§12101 et seq.) or in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131 – 12189) as implemented by the Department of Transportation regulations at 49 CFR parts 37 and 38.

19.2.10 The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. §47123) prohibits discrimination on the basis of race, color, national origin, and sex);

19.2.11 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

19.2.12 Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

19.2.13 Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

19.2.14 Federal Fair Labor Standards Act (Federal Minimum Wage). All contracts and subcontracts that result from this solicitation incorporate by

RFP 2023- O
Debris Monitoring Services
Appendix B – Draft Agreement

reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

19.2.15 Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this Contract incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

19.3 Nondiscrimination Clauses for Compliance with Regulations. For all federally funded work issued under this Contract, the Contractor agrees for itself, its successors, and it assigns to comply with the following Nondiscrimination Clauses.

19.3.1 Nondiscrimination. The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR part 21.

19.3.2 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

19.3.3 Information and Reports. The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain

RFP 2023- O
Debris Monitoring Services
Appendix B – Draft Agreement

compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

19.3.4 Sanctions for Noncompliance. In the event of a Contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending the contract, in whole or part.

19.3.5 Incorporation of Provisions. The Contractor will include the provisions of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

19.4 Mandatory Disclosures (31 U.S.C. §§ 3799-3733). For all federally funded work under this Contract, the Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this Contract. The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting any applicable Federal award.

19.5 Conflict of Interest (2 CFR § 200.112). For all federally funded work under this Contract, the Contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts. A conflict of interest exists when any of the following occur: (i) Because of other activities, relationships, or contracts, a Contractor is unable, or potentially unable, to render impartial assistance or advice; (ii) A Contractor’s objectivity in performing the work is or might be otherwise impaired; or (iii) The Contractor has an unfair competitive advantage.

RFP 2023- O
Debris Monitoring Services
Appendix B – Draft Agreement

19.6 Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.), 2 CFR §182. To the extent applicable, the Contractor must comply with the Federal Drug Free workplace requirements of the Drug Free Workplace Act of 1988.

19.7 Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II (C); 41 CFR §61-1.4; 41 CFR §61-4.3; Executive Order 11246 as amended by Executive Order 11375. For all federally funded work under this Contract, the Contractor agrees as follows:

- (1) 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 their employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The 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;
- (2) 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.
- (3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining Contract 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;
- (4) 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;
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders;
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with an 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

RFP 2023- O
Debris Monitoring Services
Appendix B – Draft Agreement

federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law;

(7) 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.

19.8 Minority/Women Business Enterprise. For all federally funded work under this Contract, the Contractor must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, the prime contractor will require compliance by all subcontractors. Prior to the contract award, the contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in may large counties and cities

19.9 Procurement of Recovered Materials. For all federally funded work under this Contract, the Contractor must comply with Section 6002, of the Solid Waste Disposal Act, as amended by the Resource Conservation Recovery Act. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and

RFP 2023- O
Debris Monitoring Services
Appendix B – Draft Agreement

establishing an affirmative procurement program for the procurement of recovered materials identified in EPA guidelines.

19.10 Environmental and Energy Policies. For all work over the micro-purchase threshold, the Contractor and sub-consultants and subcontractors will comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (Pub. L.94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

19.11 Clean Air Act and Federal Water Pollution Control Act. In all work funded in excess of \$150,000, the Contractor shall comply with the Clean Air Act as set forth below:

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- (2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance under this Contract.

19.12 Federal Suspension and Debarment. This Contract may be covered in part as a 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 its subcontractors, 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).

- (1) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 300, subpart C and must include a requirement to comply with these regulations in any lower tiered covered transaction it enters into.
- (2) By entering this Contract, the Contractor has made the Certification set forth in this section. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the

RFP 2023- O
Debris Monitoring Services
Appendix B – Draft Agreement

State of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (3) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000 subpart C throughout the terms of this contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- (4) By signing this contract, the Contractor, referred to in this section as the prospective lower tier participant, is providing the certification set out in accordance with these instructions:
 - a. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension or debarment.
 - b. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - c. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
 - d. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
 - e. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without

RFP 2023- O
Debris Monitoring Services
Appendix B – Draft Agreement

modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

- f. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
 - g. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - h. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- (5) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Lower Tier Covered Transactions

The Contractor has certified its eligibility within its Proposal and will secure the following certification from any sub-contractors. The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. §552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. {READ CERTIFICATION INSTRUCTIONS ABOVE BEFORE COMPLETING CERTIFICATION}.

- (a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or

RFP 2023- O
Debris Monitoring Services
Appendix B – Draft Agreement
voluntarily excluded from participation in this transaction by any
Federal or State 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 contract 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.
- (e) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

19.13 Davis-Bacon Act (40 U.S.C. §§3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5

The Contractor agrees to comply with all of the provisions of the Davis-Bacon Act as amended. The Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the Notice to Proceed. The decision to award a Notice to Proceed shall be conditioned upon the acceptance of the wage determination.

19.14 Federal Lobbying

The Contractor who applies for an award of \$100,000 or more shall file the required Byrd Anti-Lobbying Amendment certification as set forth in the RFP. Each tier of subcontractor will certify 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

RFP 2023- O
Debris Monitoring Services
Appendix B – Draft Agreement

employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. §13.52. Each tier of subcontractor 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 Contractor.

19.15 Copeland Anti Kick Back Act (40 U.S.C. §3145 as supplemented by 29 CFR Part 3).

The Contractor shall comply with all of the requirements of 18 U.S.C. § 874, 40 U.S.C. §3145, 29 CFR Part 3 which are incorporated herein by this reference. The Contractor is prohibited from inducing by any means any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

19.16 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 – 3708 as Supplemented by 29 CFR Part 5.)

All applicable work issued in excess of \$100,000 that involves the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor and all sub-consultants and subcontractors are required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.

19.17 Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401).

If the Federal funding for any work meets the definition of “funding agreement” under 37 CFR §401.2, the Contractor may be subject to

RFP 2023- O
Debris Monitoring Services
Appendix B – Draft Agreement

additional standard patent rights clauses in accordance with 37 CFR §401.14.

19.18 Access to Records and Reports

The Contractor will make available to the County’s granting agency, the granting agency’s Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, County, County Clerk of Court’s Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the Contractor that are pertinent to the County’s grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the Contractor’s personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

19.19 Federal Changes

The Contractor will comply with all applicable Federal agency regulations, policies, procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of any awarded contract.

19.20 Termination for Default (Breach or Cause)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

19.21 Termination for Convenience

For any work issued over the micro-purchase threshold may be terminated by the County in whole or in part at any time, upon ten (10) days written

RFP 2023- O
Debris Monitoring Services
Appendix B – Draft Agreement

notice. If the Contract is terminated before the performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which the costs can be substantiated.

19.22 Safeguarding Personal Identifiable Information (2 CFR § 200.82)

The Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

19.23 Prohibition on Utilization of Cost Plus A Percentage of Cost Contracts (2 CFR Part 200)

The County will not issue work containing Federal funding on a cost-plus percentage of cost basis.

19.24 Trafficking Victims Protection Act (2 CFR Part 175)

The Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits the Contractor from:

- a. Engaging in severe forms of trafficking in persons during the period of time that the resulting contract is in effect;
- b. Procuring a commercial sex act during the period of time that the resulting contract is in effect; or
- c. Using forced labor in the performance of the contracted services under a resulting contract. A resulting contract may be unilaterally terminated immediately by the County for the Contractor's violating this provision, without penalty.

19.25 Domestic Preference for Procurements (2 CFR §200.322)

As appropriate and to the extent consistent with the law, to the greatest extent consistent with the law, to the greatest practicable when using Federal funds for the services provided in a resulting contract, and shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

19.26 Buy America (Build America, Buy America Act (Public Law 117-58, 29

RFP 2023- O
Debris Monitoring Services
Appendix B – Draft Agreement

All iron, steel, manufactured products, and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with the County for further details. The Contractors shall be required to submit a completed Buy American Certificate with any applicable Notice to Proceed in substantially the following form:

a. Buy American Certificate (FAR 52.225-2) Contractor certifies that each end product, except those listed in paragraph 19.26.2 of this provision, is a domestic end product. The Contractor shall list as foreign end products in paragraph 19.26.2 those end products manufactured in the United States that do not qualify as domestic end products. The terms “domestic end product,” “end product,” and “foreign end product” are defined in FAR 52.225-1 entitled “Buy American Supplies.”

b. Foreign End Products: Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

c. The Government will evaluate and offer in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

19.27 Prohibition on Certain Telecommunications and Video Surveillance Services Or Equipment (2 CFR §200.216)

The Contractor and any subcontractors are prohibited to obligate or spend grant funds to:

- a. Procure or obtain;
- b. Extend or renew a contract to procure or obtain; or
- c. Enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies

RFP 2023- O
Debris Monitoring Services
Appendix B – Draft Agreement

Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of governmental facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

19.28 Enhanced Whistleblower Protections (41 U.S.C. § 4712)

An employee of the Contractor and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal Funds, an abuse of authority relating to a Federal Contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal Contract (including the competition for or negotiation of a contract) or grant.

19.29 Federal Funding Accountability and Transparency Act (FFATA) (2 CFR §200.300; 2 CFR Part 170)

In accordance with FFATA, the Contractor shall, upon request, provide the County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

RFP 2023- O
Debris Monitoring Services
Appendix B – Draft Agreement

19.30 Federal Awardee Performance and Integrity Information System (FAPIS)
(The Duncan Hunter National Defense Authorization Act of 2009 (Public
Law 110-417 and 2 CFR Part 200 Appendix XII

The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

19.31 Never Contract With the Enemy (2 CFR Part 183)

For work funded by grant and cooperative agreements in excess of \$50,000 and performed outside of the United States, including U.S. Territories and in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities, the Contractor must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through sub-awards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a sub-contract.

19.32 Federal Agency Seals, Logos, and Flags

The Contractor shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without the specific federal agency pre-approval.

19.33 No Obligation by the Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from a resulting contract.

19.34 Conflict With Grant Terms

In the event of any conflict between the terms and conditions of this Article and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this Contract, the conflicting terms and conditions of that document shall prevail.

RFP 2023- O
Debris Monitoring Services
Appendix B – Draft Agreement

19.35 Vendors on Scrutinized Companies Lists

By executing this Agreement, [CONTRACTOR] certifies that it is not:

- a. Listed on the Scrutinized Companies that Boycott Israel list, created pursuant to section 215.4725, Florida Statutes,
- b. Engaged in a boycott of Israel,
- c. Listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes; or
- d. Engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the agreement. If the County determines that the contractor has submitted a false certification, the County will provide written notice to the Contractor. Unless the Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the Contractor. If the County's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of Agreement shall be imposed on the Contractor, and the Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of the County's determination of false certification by the Contractor.

XX. Assignment

The Contractor shall not assign this Contract or any part thereof, without the prior written consent of the County. If the Contractor does, with approval, assign this Contract or any part thereof, it shall require that its assignee be bound to it and to assume toward the Contractor all of the obligations and responsibilities that the Contractor has assumed toward the County.

XXI. Entire Contract and Waivers

RFP 2023- O
Debris Monitoring Services
Appendix B – Draft Agreement

This Contract (including all schedules and exhibits), as incorporated herein, contains the entire agreement between the parties and supersedes all prior oral or written agreements. The Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Contract can only be amended in writing upon mutual agreement of the parties and signed by both parties.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

XXII. Severability

If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

XXIII. Independent Contractor

The Contractor enters into this Contract as, and shall continue to be, an independent contractor. All services shall be performed only by the Contractor and the Contractor's employees. Under no circumstances shall the Contractor or any of the Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, not any of the Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation: worker's compensation, disability insurance, vacation or sick pay. The Contractor shall be responsible for providing, at the Contractor's Expense, and in the Contractor's name, unemployment, disability, worker's compensation, and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this contract.

The Contractor warrants that it fully complies with all Federal Executive Orders, statutes, and regulations regarding the employment of undocumented workers and others and that all employees performing work under this Contract meet the citizenship or immigration status requirements set forth in Federal Executive Orders, statutes and regulations. The Contractor shall indemnify, defend and hold harmless the County, its officers and employees from and against any sanctions

RFP 2023- O
Debris Monitoring Services
Appendix B – Draft Agreement

and any other liability which may be assessed against the Contractor in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

The employees and agents of each party, shall while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

XXIV. Third Party Beneficiaries

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third party beneficiary under this Contract, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

XXV. Representation of Authority to Contractor/Signatory

The individual signing this Contract on behalf of [Contractor] represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this contract. The signatory represents and warrants to the County that the execution and delivery of this Contract and the performance of _____ Obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

RFP 2023- O
Debris Monitoring Services
Appendix B – Draft Agreement

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature:

Columbia County,
A political subdivision of the State of Florida

Rocky Ford, Chair

Date

Attest:

James M. Swisher
Columbia County
Clerk of the Court

Joel Foreman
Columbia County
Attorney

Attest:

Name: _____

ITS: _____

[CONTRACTOR]

[Business Type]

Name: _____

Its: _____

Date: _____

RFP 2023- O
Debris Monitoring Services
Appendix B – Draft Agreement

RFP 2023- O
Debris Monitoring Services

Attach a copy of the webpage(s) from <http://www.sunbiz.org> here.

**RFP 2023- O
Debris Monitoring Services**

FORM No. 2

Qualification Application and Questionnaire

All qualification packages must be submitted with the proposal to be considered for qualification. No Exceptions.

PURPOSE: To provide Columbia County with reasonable assurance that the prospective proposer has the financial assets, resources, work force, and work experience to successfully complete the agreement with the County.

FIRM NAME: _____

BUSINESS ADDRESS: _____

CITY-STATE-ZIP: _____

PHONE NUMBER: _____

EMAIL: _____

The undersigned warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary.

1. What is the firm's current Florida General Business Number?

2. How many years has your organization been in business?

3. Describe and give contact information of current projects that you have underway. Do you have a project(s) underway which might interfere with the start of this work and completion on schedule?

4. List projects and provide a brief description that you have completed similar in type, size, and nature as the one proposed. Note: Projects may larger than this project.

a. Name of Project: _____

Owner/Engineer: _____ Telephone Number: _____

RFP 2023- O
Debris Monitoring Services

Address: _____

Date Started: _____ Date Completed: _____ Contract Value: _____

Team Members: _____

Description of Project: _____

b. Name of Project: _____

Owner/Engineer: _____ Telephone Number: _____

Address: _____

Date Started: _____ Date Completed: _____ Contract Value: _____

Team Members: _____

Description of Project: _____

c. Name of Project: _____

Owner/Engineer: _____ Telephone Number: _____

Address: _____

Date Started: _____ Date Completed: _____ Contract Value: _____

Team Members: _____

Description of Project: _____

5. List any additional references you would like to include outside of projects similar in scope to this one:

Name of Project: _____

Owner/Engineer: _____ Telephone Number: _____

Address: _____

RFP 2023- O
Debris Monitoring Services

Name of Project: _____

Owner/Engineer: _____ Telephone Number: _____

Address: _____

Name of Project: _____

Owner/Engineer: _____ Telephone Number: _____

Address: _____

6. Have you completed any projects within Columbia County in the past three (3) years?

7. Have you ever failed to complete work awarded to you? If so, where and why?

8. List all past project conflicts, litigations, arbitrations, mediations, informal settlement discussions, or disputes involving your company for the past three (3) years and the outcome. Fully describe the circumstances (use additional sheets if necessary).

9. State the true and exact, correct, and complete name under which you do business.
BIDDER IS:

RFP 2023- O
Debris Monitoring Services

SOLE PROPRIETORSHIP

_____ (SEAL)
(Individual's Signature)

(Individual's Name)

Florida Business License No. and Expiration Date: _____

Business Address: _____

Phone Number: _____

EMAIL: _____

A PARTNERSHIP

_____ (SEAL)
(Partnership Name)

(General Partner's Signature)

(General Partner's Name)

Florida Business License No. and Expiration Date: _____

Business Address: _____

Phone Number: _____

EMAIL: _____

RFP 2023- O
Debris Monitoring Services

A CORPORATION

_____ (SEAL)
(Corporation Name)

(State of Incorporation)

By _____ (Name of Person authorized to sign)

(Title)

(Authorized Signature)

Florida Business License Number and Expiration Date: _____
(Corporate Seal)

Attest: _____
(Secretary)

Business Address: _____

Phone Number: _____

EMAIL: _____

10. LIST ALL PRINCIPALS OF THE ORGANIZATION: (President, Vice-President, Secretary, Treasurer, Partner, etc.)

(Signature and Title of Person Submitting Application)

DATE

RFP 2023- O
Debris Monitoring Services

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
20 __, by _____, as _____ of _____ on behalf of
the company. He/She is personally known to me or has produced _____
as identification.

(Signature of Notary) Notary Public, State of _____

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Commission No.: _____ My Commission Expires: _____

.

**RFP 2023-O
Debris Monitoring Services**

**FORM No. 3
REFERENCE FORM**

Proposer Name: _____

Proposers are required to submit with their Proposals three (3) letters of reference, with which they have provided similar services as requested in this solicitation. Vendors shall use this attachment to provide the required reference information. The Board of County Commissioners/COUNTY reserves the right to contact all references during this RFP and make a responsibility determination, not subject to review or challenge.

FORMER CLIENTS and Project Description	
Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates	

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates	

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates	

Authorized Signature: _____

Name and Title: _____

RFP 2023- O
Debris Monitoring Services

FORM No. 4
INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless Columbia County, its offices and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this CONTRACT.

Signed: _____

Name: _____

Title: _____

Firm: _____

Address: _____

RFP 2023- O
Debris Monitoring Services

FORM No. 5
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Columbia County Board of County Commissioners,

By: _____
[print the individual's name and title]

For: _____
[print name of entity submitting the sworn statement]

Whose business address is:

And (if applicable) its Federal Employer Identification Number (FEIN) is: _____.

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

RFP 2023- O
Debris Monitoring Services

5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

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

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

_____ The entity submitting this sworn statement, or one or more of its officers, directors, Executives, partners, shareholders, employees, members or agents who are active in The management of the entity or affiliate of the entity has been charged with and Convicted of a public entity crime subsequent to July 1, 1989. However there has been A subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined That it was not in the public interest to place the entity submitting this sworn statement on the Convicted contractor list [Attach a copy of the final order].

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS RO THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this ____ day of _____, 2023.

Personally known _____ OR Produced Identification _____
(Type of Identification)

Notary Public – State of _____

My Commission Expires _____

NOTARY PUBLIC

Printed, Typed, or stamped name of notary public

RFP 2023-O
Debris Monitoring Services

FORM No. 6
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: _____

Name: _____

Title: _____

Firm: _____

Address: _____

RFP 2023- O
Debris Monitoring Services

FORM No. 7
DRUG FREE WORKPLACE CERTIFICATION

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

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

VENDOR: _____

TITLE: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

RFP 2023- O
Debris Monitoring Services

FORM No. 8
CONFLICT OF INTEREST DISCLOSURE

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their proposals whether any officer, director, employee, or agent is also an officer or an employee with the Columbia County Board of County Commissioners. All firms must disclose the name of any county officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the Board, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the actions of the Board in connection with this procurement.

Names of Officer, Director, Employee or Agent that is also an Officer or Employee of Columbia County:

Name of a State Officer or Employee that owns 5% or more in the Respondent's Firm

Name

Company

Date

RFP 2023- O
Debris Monitoring Services
FORM No. 9
NON-COLLUSION AFFIDAVIT

The Undersigned being first duly sworn as provided by law, deposes and says:

1. This affidavit is made with the knowledge and intent that it is to be filed with the Board of County Commissioners, Columbia County, Florida, and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.
2. The undersigned is authorized to make this Affidavit on behalf of,

(Name of Corporation, Partnership, Individual, etc.)

A, _____ formed under the laws of _____
(Type of Business) (State or Province)

Of which he/she is, _____.
(Sole partner, president, etc.)

3. Neither the undersigned nor any other person, firm, or corporation named in the above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Columbia County, Florida is directly interested therein.
4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, had directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

AFFIANT'S NAME AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this _____ day of _____

2023. Personally Known _____ or Produced Identification _____

Type of Identification _____

Notary Public

Print, Type or Stamp the Commissioned Name of Notary Public

RFP 2023- O
Debris Monitoring Services

FORM No. 10
ETHICS CLAUSE

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

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

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.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 section 1352, Title 31, U.S. Code. 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.

Signature

Date

Name of Authorized Individual

Name of Company/Organization

Address of Company/Organization

Address of Company/Organization

**RFP 2023- O
Debris Monitoring Services**

**FORM No. 11
LIST OF PROPOSED CONTRACTORS AND SERVICES TO BE PERFORMED**

<p>Subcontract 1 Name:</p> <p>Address:</p> <p>City/State/Zip:</p> <p>Services to Perform and Percentage:</p>
<p>Subcontract 2 Name:</p> <p>Address:</p> <p>City/State/Zip:</p> <p>Services to Perform and Percentage:</p>
<p>Subcontract 3 Name:</p> <p>Address:</p> <p>City/State/Zip:</p> <p>Services to Perform and Percentage:</p>
<p>Subcontract 4 Name:</p> <p>Address:</p> <p>City/State/Zip:</p> <p>Services to Perform and Percentage:</p>
<p>Subcontract 5 Name:</p> <p>Address:</p> <p>City/State/Zip:</p> <p>Services to Perform and Percentage:</p>

RFP 2023- O
Debris Monitoring Services

FORM 12

**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 contract 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 of 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

Address

City, State, Zip Code

**RFP 2023- O
Debris Monitoring Services**

**FORM No. 13
E-VERIFY COMPLIANCE CERTIFICATION**

In accordance with the Governor of Florida’s Executive Order 11-116, the Proposer hereby certifies that the U.S. Department of Homeland Security’s E-Verify system will be used to verify the employment eligibility of all new employees hired by the Contractor during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term; and shall provide documentation of such verification to the COUNTY upon request.

As the person authorized to sign this state, I certify that this firm complies/will comply fully with this RFP regarding e-Verify compliance.

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

**RFP 2023-O
Debris Monitoring Services**

FORM No. 14

REQUIRED INSURANCE 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 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.

Endorsements to insurance policies will be provided as follows:

Additional insured (Columbia County, Florida, its Officers, employees and volunteers)
General Liability and Automobile Liability

Primary and not contributing coverage-
General Liability & Automobile Liability

Waiver of Subrogation (Columbia County, Florida, its officers, employees, and volunteers)-

General Liability, Automobile Liability, Worker's Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County – General Liability, Automobile Liability,
Worker's Compensation & Employer's Liability.

Professional Liability Policy Declaration sheet as well as claims procedures for each applicable policy to be provided.

Please mark the appropriate box below:

Coverage is in place

Coverage will be placed, without exception

The undersigned declares under penalty of perjury that all the above insurer information is true and correct.

Name: _____
 Typed or Printed

Signature: _____

Date: _____

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

RFP 2023- O
Debris Monitoring Services

FORM 16
SYSTEM FOR AWARD MANAGEMENT FORM

(a) Definitions. As used in this provision.

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish the additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

“Registered in the System for Award Management (SAM) database” means that,

- (1) The Bidder has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;
- (2) The Bidder has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The bidder will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record “ACTIVE”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) (1) By submission of an offer, the bidder acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Bidder shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Bidder’s name and address exactly as stated in the offer. The Bidder also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Bidder is registered in the SAM database.

(c) If the Bidder does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Bidder should be prepared to provide the following information:

- (1) Company legal business name
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized

RFP 2023- O
Debris Monitoring Services

- (3) Company Physical Street Address, City, State and Zip Code
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical)
- (5) Company telephone number
- (6) Date the Company was started
- (7) Number of Employees at your location
- (8) Chief Executive Officer/Key Manager
- (9) Line of Business (industry)
- (10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Bidder does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Bidder.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Bidders who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Bidders may obtain information on registration at <https://www.acquisition.gov>.

Bidders SAM information:

Entity Name: _____

Entity Address: _____

Unique Entity ID: _____

CAGE Code: _____

RFP 2023- O
Debris Monitoring Services

FORM No. 17
Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

APPENDIX A, 44 C.F.R. Part 18 – CERTIFICATION REGARDIGN LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 section 1352, title 31, U.S. Code. 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. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

RFP 2023- O
Debris Monitoring Services

FORM No. 18
COST PROPOSAL

POSITIONS	HOURLY RATE	HOURS	TOTAL
Project Manager		120	
Operations Managers		960	
Data Manager		100	
GIS Analyst		100	
Field Supervisor		400	
Debris Site/Tower Monitors		2,000	
Collection Monitor		8,600	
Data Entry Clerk/Clerical		100	