



Request for Proposals (RFP) 1819-12
E-Waste and Hazardous Household Waste (HHW) Management/Removal Services

The Jackson County Board of County Commissioners hereby requests proposals for E-Waste and Hazardous Household Waste (HHW) Management/Removal Services to establish a contract with a qualified and experienced emergency and debris management firm to provide services to the County during disaster or emergency events. All interested parties must register their name, email address, address and telephone number with the County (using the form in the RFP) to receive any future changes, additions, addendums or notices concerning the RFP. It is the responsibility of prospective proposers to check the County website www.jacksoncountyfl.net/purchasing for any future addendums to this RFP.

Advertisement Date: February 2, 2019

Bid Deadline: February 14, 2019
Jackson County Board of County Commissioners
2864 Madison Street
Marianna, FL 32448

Contact: Judy Austin, Purchasing Agent
2864 Madison Street
Marianna, FL 32448
(85) 482-9633
jaustin@jacksoncountyfl.com

Please direct all questions in writing via email to the contact listed above. Proposers are required to complete and submit one (1) original and five (5) copies in one envelope marked clearly on the outside

(RFP) 1819-12 **E-Waste and Hazardous Household Waste (HHW) Management/Removal Services**

Late submittals will be returned unopened. Submittals will be opened as soon as possible after the submission deadline. Evaluation and selection will occur in accordance with the appropriate requirements at a time and place to be determined. The Jackson County Board of County Commissioners reserves the right to reject any and all submittals, to waive any informalities or irregularities in the ITB process and to award the contract(s) in the best interest of the County.

SCOPE OF WORK

1. PURPOSE

The Jackson County Board of County Commissioners (COUNTY) is seeking proposals to establish a E-Waste and Hazardous Household Waste (HHW) Management/Removal Services contract with a qualified and experienced emergency and debris management firm, herein after referred to as Contractor or Debris Management Contractor (DMC), to provide services to the County during disaster or emergency events, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP). Disasters include natural events such as hurricanes, tornadoes, windstorms, floods, and fires, as well as man-made events or emergencies such as civil unrest and terrorist attacks. In the event of a disaster or emergency, the DMC shall service the County first.

Services may include, but not be limited to, E-Waste and Hazardous Household Waste (HHW) management and disposal services to include separation, storage, processing and disposal. The Count's expectation is that by hiring a professional Debris Management Contractor (DMC) to assist the County in a disaster event, the County is fully dependent and relying upon the professional expertise, training and experience of the DMC. The DMC shall be fully responsible to advise the County on the do's and don'ts of the Stafford Act, Federal Emergency Management Administration (FEMA) procedures and/or other governmental regulatory agencies and insurance companies.

DMC shall perform all work in compliance with such regulations, representing the County to ensure maximum financial recovery. DMC will work under the direction of the County's Contract Manager. The County Administrator or designee will issue the Notice to Proceed to start work and the notice to reduce resources and to end work. All payments under the contract resulting from this RFP shall be made only for services approved by the County Administrator or designee.

To be eligible for award of a contract in response to this RFP, the Proposer must demonstrate that it has successfully completed services, as specified in this solicitation and are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the Jackson County Board of County Commissioners.

The selected firm must be experienced and knowledgeable in Federal Emergency Management Administration (FEMA) and Insurance reimbursement rules and procedures and must demonstrate such to the County in its proposal and subsequent selection process presentations. The selected firm must also demonstrate experience and knowledge with state, local and federal environmental regulating and permitting agencies. The selected firm will be responsible for staying current with all FEMA and other agencies' guidelines and regulations and will be responsible for advising the County from beginning to end to ensure maximum financial recovery for the County.

2. DEFINITIONS

- 2.1. **Clean As You Go Policy** means clearing all debris from each street or work zone on the first pass, whenever possible
- 2.2. **Contract Manager** means the County's representative duly authorized by the County Administrator to provide direction to the DMC regarding services provided pursuant to this RFP and resulting contract.
- 2.3. **Debris Management Contractor (DMC)** means the successful Proposer, whether a corporation, partnership, individual or any combination thereof, and its successors, personal representatives, executors, administrators and assignees.
- 2.4. **Debris Monitor** means the firm retained by the County designated to monitor the DMC's activities pursuant to its contract with the County and to ensure compliance with FEMA requirements.
- 2.5. **Drop-Off Site** means a site established for residents of Jackson County to drop off debris.
- 2.6. **Electronic Waste (E-Waste)** means loosely discarded, damaged, obsolete, or broken electrical or electronic devices including, but not limited to, computers, computer monitors, televisions, and microwaves.
- 2.7. **FDEP** means the Florida Department of Environmental Protection.
- 2.8. **FDOT** means the Florida Department of Transportation.
- 2.9. **FEMA** means the Federal Emergency Management Administration.
- 2.10. **FFWC** means the Florida Fish and Wildlife Conservation Commission.
- 2.11. **FHWA** means the Federal Highway Administration.
- 2.12. **Household Hazardous Waste** means used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the U.S. Environmental Protection Agency: 1) toxic; 2) flammable; 3) corrosive; and/or 4) reactive. Examples of Household Hazardous Waste include small quantities of normal household cleaning and maintenance products, latex and oil-based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, and propane gas cylinders in accordance with Environmental Protection Agency (EPA) Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.
- 2.15. **OSHA** means the U.S. Department of Labor's Occupational Safety and Health Administration.
- 2.16. **Project Manager** means the DMC's representative authorized to make and execute decisions on behalf of the DMC

3. GENERAL REQUIREMENTS

- 3.1. DMC shall supply all labor, supervision, materials, equipment, facilities, power, communications, provisions, and other services and supplies necessary for, or incidental to, the performance of E-waste and HHW removal and disposal services as described in this RFP, in accordance with all laws, regulations and FEMA requirements. Any and all services provided by DMC and labor, materials and equipment used by DMC, and its subcontractors, must comply fully with all Federal, State and local laws, regulations and guidance.
- 3.2. DMC shall submit with its response to this RFP an operational plan to demonstrate compliance with the bid specifications.
- 3.4. DMC shall not accept, solicit, or contract any local work (within Jackson County not currently under contract) with other governments, private businesses, homeowners, or others while actively performing debris management services for the Jackson County during an emergency event, without the express written consent from the County.
- 3.5. DMC shall commence required services within twenty-four (24) hours of issuance of Notice to Proceed. DMC shall mobilize a minimum of fifty percent (50%) of the required resources within forty-eight (48) hours of issuance of Notice to Proceed and one hundred percent (100%) of the required resources within ninety-six (96) hours. The County may issue Notice to Proceed twenty-four (24) to forty-eight (48) hours prior to a storm event, depending upon the magnitude of the event, in order to allow sufficient time to prepare for commencement of operations.
- 3.6. DMC shall maintain a Clean As You Go Policy and supervise and enforce such policy during debris management operations.
- 3.7. DMC shall prepare and present a written plan of operations, including a clear description of the percentage of work DMC may subcontract out and a list of subcontractors, at an annual meeting with the County .
- 3.8. DMC shall provide phone consultations and reference information to County staff upon request.
- 3.9. DMC shall notify the County within twenty-four (24) hours of any Notices of Violation or other notice of any legal or regulatory actions taken against DMC or its subcontractors while conducting work within the scope of this contract. DMC shall be responsible for responding to and completing any corrective action necessary in response to such notice, and for any fines resulting from any violations of Federal, State or local laws or regulations.
- 3.10. To the extent required by applicable federal and state regulations, the County must approve all of DMC's subcontractors prior to their providing service. DMC shall not use a subcontractor to whom the County reasonably objects. DMC shall supply the County, as part of the annual plan of operations, a list of local individuals and firms under contract. All

subcontractors shall work for the DMC rather than the County. All subcontractors will operate in strict accord with local, State, and Federal laws governing the type of work to be performed.

- 3.11. DMC agrees to hire or contract with willing local individuals and firms to provide labor and Equipment for emergency services and to give local firms working within the Jackson County the first opportunity when awarding subcontracted work.

4. E-WASTE and HAZARDOUS HOUSEHOLD WASTE REMOVAL

DMC shall provide collection and removal activities including, but not limited to, the following types of tasks:

- 4.1. **FEMA Compliance** -DMC shall work closely with the Debris Monitor to ensure that all work is FEMA-compliant and all documentation is properly obtained, DMC's failure to utilize federally-approved documentation while performing work may result in nonpayment of services to the DMC by the County.
- 4.2. **Removal from Public Rights-of-Way** -As identified and directed by the County, DMC shall provide all labor, services, equipment, materials, and supplies necessary to collect E-Waste and Hazardous Household Waste (HHW) from the County's rights-of-way and public property.
- 4.5. **Multiple Schedule Pass** -DMC shall make as many passes as necessary, unless otherwise directed by the Contract Manager, to collect all E-Waste and Hazardous Household Waste (HHW) set out by residents for collection within the rights-of-way from both sides of the roadway. **DMC shall not move from one designated work area to another designated work area without approval from the Debris Monitor or Contract Manager.**
- 4.6. **Security of Debris during Hauling** -DMC shall secure waste on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, DMC shall ensure that each load is secure so that no waste extends horizontally beyond the bed of the equipment in any direction. All loose waste shall be reasonably secured during transport in accordance with FDOT guidelines. As required, DMC will survey the primary routes used by DMC for hauling as soon as possible after the transport and will recover fallen or blown waste from the roadways.
- 4.7. **Damage by DMC** -DMC shall restore and/or repair, at DMC's expense, all damaged infrastructure (curbs, sidewalks, water meters, utility lines, etc.) if the damage is caused by DMC's activities. DMC is responsible for the preservation of all public and private property including turf, landscaping, sidewalks, curbs, fences, driveways and sprinkler heads and valves. If any direct or indirect damage occurs to public or private property, on account of any act, omission, neglect or misconduct in the execution of the work on the part of DMC, such property shall be restored by DMC at its expense to a condition similar or equal to that existing before such damage or injury, or DMC

shall repair such damage in a manner acceptable to the Contract Manager. DMC shall respond to complaints immediately or within twenty-four (24) hours and repair any damage within the timeframe established by the County. In the event DMC fails to respond in a timely manner, the County may respond and perform damage repairs as necessary and all costs for labor, equipment and supplies shall be deducted from the DMC's invoice. Additionally, DMC's continuous and repetitive incidents of "failure to respond" as contracted may be considered cause to cancel this contract.

- 4.8. **Eligibility of Waste** -The Contract Manager or Debris Monitor will have load site monitors stationed at designated Choke Points. The Contract Manager or Debris Monitor will also have roving monitors that will observe DMC operations to ensure that only Eligible Waste items, as determined by FEMA regulations, is removed from the specified locations as designated. Each truck that is observed picking up material outside of the designated rights-of-way or assigned work zone, or material that is classified as ineligible, will have all loads hauled that day deducted and the load tickets invalidated. DMC shall be responsible for any hauling, processing and disposal costs charged to the County by that truck during that day.
- 4.9. **Interference with Disaster Recovery Efforts** -DMC shall conduct its work so as not to interfere with the disaster response and recovery activities of Federal, State and local government or agencies, or of any public utilities.
- 4.10. **Monitoring of DMC Removal Activities** -The Contract Manager and Debris Monitor will monitor all DMC operations. DMC is expected to work closely with the Debris Monitor and has the responsibility to follow FEMA procedural protocol and guidelines, obtaining all required documentation during the performance of work. Each truck driver will be given a load ticket that validates where the material originated. The estimated quantity will be recorded on the load ticket and a copy of the load ticket will be given to the truck driver.
- 4.11. **E-Waste and Hazardous Household Waste** -DMC shall remove, haul and recycle in any permissible manner consistent with Federal, State and local laws and regulations, E-Waste and hazardous Household Waste from public property and rights-of-way.

5. **DOCUMENTATION MANAGEMENT AND SUPPORT**

DMC shall provide data management and support to the County during the emergency recovery effort including, but not limited to, the following:

- 5.1. DMC shall utilize load tickets provided by the Debris Monitor to track and document the removal and management of Eligible Waste. DMC shall ensure that load tickets meet the requirements of FEMA and other Federal, State, or local reimbursement agencies.
- 5.2. Each load ticket shall contain the following information:
 - 5.2.1 Prime Contractor name.

- 5.2.2 County contract/Disaster number.
 - 5.2.3 Load ticket number.
 - 5.2.4 Sub-Contractor name.
 - 5.2.5 Truck Driver name.
 - 5.2.6 Date and time of pick up.
 - 5.2.7 Date and time of delivery.
 - 5.2.8 Pick up location (street address or primary street between specific area).
 - 5.2.9 Truck ID number and capacity.
 - 5.2.10 Total cubic yards picked up.
 - 5.2.11 Debris classification (Vegetative, White Goods, C&D, Mulch, Stump, etc.)
 - 5.2.12 Delivery site.
 - 5.2.13 Load Monitor Printed Name and Signature.
 - 5.2.14 Dump Monitor Printed Name and Sign.
- 5.3. Load tickets will be issued by the Debris Monitor or County personnel prior to departure from the loading site. The Debris Monitor/County will keep two (2) copies of the load ticket and the vehicle operator will retain the remaining copies for DMC's records. DMC will scan all load tickets. DMC shall provide scanned copies of all load tickets, as well as a spreadsheet itemizing all load tickets, every thirty (30) days or more frequently as requested by the Contract Manager.
- 5.4. DMC shall supply certification placards meeting FEMA requirements and place such placards on its vehicles. Placards shall also include the wording Jackson County and the DMC's name.
- 5.5. DMC shall have a system for clearly tracking and documenting all its costs associated with work conducted pursuant to this contract, identifying expenditures eligible for reimbursement, and maintaining documentation of the recovery process.
- 5.6. DMC will work closely with the County and applicable Federal, State and local agencies to ensure that the County's emergency recovery procedures and data documentation for Eligible Waste meet the requirements of the reimbursement agencies. DMC shall provide to the County all records, disposal tickets, field inspection reports and other data necessary to adequately document recovery services and provide sufficient substantiation for Federal and State reimbursement applications. DMC shall provide hard copies and electronic scanned documents with an itemized spreadsheet. DMC shall assist, as directed by the County, in responding to Federal and State agency requests for additional information and in negotiations with Federal and State officials. DMC shall retain all documentation and records for a minimum of ten (10) years.
- 5.7. DMC shall reconcile any discrepancies between the Debris Monitor's daily report and the corresponding load tickets within forty-eight (48) hours.
- 5.8. DMC shall provide documentation for all items salvaged or recycled. Documentation

shall include identification of material type, quantity, salvage or recycling location for material, and the value of the salvaged or recycled material. DMC shall provide the value of the salvaged or recycled material back to the County as a reimbursement credit back to FEMA, as required by FEMA. The value of the material will be defined as the value of the material as paid to DMC by the entity accepting the material for salvage or recycling.

6. STAFF AND EQUIPMENT REQUIREMENTS

- 6.1. DMC shall have a professional Project Manager with the knowledge, skills and training to manage the disaster recovery process efficiently and effectively. Extensive knowledge of FEMA, FHWA, NRCS, FDOT, FDEP, FFWC and other applicable Federal, State or local agency regulations and policies is required.
- 6.2. DMC shall ensure that its work force, including subcontractors, maintains self-sufficiency related to fuel, vehicle repair/maintenance, housing, sanitation, food, and related accommodations in a manner that is consistent with local requirements and minimizing adverse effects on the community. Employee overnight camping must be approved by the Contract Manager.
- 6.3. DMC shall employ a Project Manager and an Operations Manager, both fluent in English, who shall be accessible and shall have full authority to act on behalf of DMC and to address and resolve issues that may arise during the course of the work. All communications given to the Project Manager or Operations Manager in writing by the Contract Manager shall be as binding as if given to DMC. The County expects the DMC to dedicate key employees to this contract for a minimum period of one year in order to fully understand the scope and responsibilities as a first responder.
- 6.4. The Operations Manager shall be on call twenty-four (24) hours per day, seven (7) days per week, and shall be available by cell phone. In the event normal communication (telephone, cell phone, radio, etc.) is unavailable, DMC shall provide its Project Manager and Operations Manager with a reliable means of communication (satellite radio, satellite telephone, etc.) with the County.
- 6.5. DMC's Operations Manager shall coordinate daily with the Contract Manager and Debris Monitor, and shall comply with all directions and guidance provided by Federal or State representatives.
- 6.6. DMC must attend any and all meetings required by the Contract Manager to evaluate the waste removal and disposal operations.
- 6.7. All equipment and equipment operators used in the performance of this contract must be in compliance with all applicable Federal, State, and local rules and regulations.
- 6.8. Prior to start of work, DMC shall submit, electronically and in hardcopy to the County

and Debris Monitor, certification indicating the type of vehicle; make; model; license plate number; DMC equipment number; measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to transport debris; and any other information necessary to comply with Federal or State requirements. The measured volume shall be calculated from actual physical measurement performed by DMC and the reported volume shall be the same as shown on the signs affixed to each piece of equipment. DMC and Debris Monitor or Contract Manager shall jointly measure the volume of each piece of equipment calculated from actual interior bed measurements.

- 6.9. Per **FEMA Recovery Policy RP9523.12**, mechanically loaded vehicles are preferred for debris removal. Hand-loaded vehicles are prohibited unless pre-authorized, in writing, by the Contract Manager or Debris Monitor. The observed capacity of all hand-loaded trucks and trailers shall be reduced by fifty percent (50%) to account for low compaction.
- 6.10. All trucks and trailers utilized in transporting debris shall have a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris while in transport. All trucks and trailers should be capable of rapidly dumping its load without the assistance of other equipment. Subject to approval by the County, sideboards or other extensions to the bed are allowed provided they meet all applicable rules and regulations and are constructed to withstand severe operating conditions. Vehicles must be re-measured and re-marked if sideboards or extensions are removed or if the vehicle is similarly altered. Equipment used under this contract shall be rubber-tired and sized properly to fit loading conditions. Excessively sized equipment (100 cubic yards and up) or nonrubber-tired equipment must be approved for use on the road by the Contract Manager or Debris Monitor.
- 6.11. All equipment used in the performance of this contract shall be in good operating condition. Trucks or equipment designated for use under this contract shall not be used for any other work during the working hours of this contract. DMC shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will DMC mix debris hauled for others with debris hauled under this contract. DMC and subcontracted employees are strictly prohibited from engaging in scavenging.
- 6.12. DMC shall be responsible for obtaining sites to stage equipment, such as trucks, when not in use.

7. REPORTING

DMC shall submit periodic, written reports, in a format required by the County, documenting the progress of debris removal and disposal. These reports shall include, but are not limited to, the following:

- 7.1. **Daily Reports** -DMC shall make daily reports to the County to detail the progress of waste removal and disposal operations. Such reports shall include (1) a description of

all areas where work was done, detailing street names and address blocks where debris removal was completed during each pass; (2) types and volumes of debris transported, reduced and disposed; (3) the number of trucks, other equipment and personnel utilized that day; and (4) other operational and complaint tracking information as requested by the City. The format of the reports shall be developed during the pre-event planning and coordination phase.

- 7.2. **Weekly Summaries** -DMC shall submit, within two days of the close of the week, a summary of all information contained in the daily reports as described above. At the request of the County, the data making up the weekly summaries shall also be submitted in electronic format, utilizing Microsoft Excel or Access. The submitted electronic weekly data will include DMC or subcontractor name, load ticket number, load date, load location, truck yardage, percent full, calculated yardage (or weight if applicable), field monitor name/number, tower monitor name, debris materials categorization, location of collection (e.g., ROW), etc.
- 7.3. **Damage Reports** -DMC shall notify the Contract Manager, on a daily basis, of any significant damage to public or private property or major problems, such as equipment failure or loss of qualified labor.
- 7.4. **Data Reconciliation** -Reconciliation of data will be accomplished weekly between DMC and the Contract Manager or Debris Monitor. All discrepancies will be resolved within five (5) days.
- 7.5. **Final Project Closeout** -Within thirty (30) days of final inspection and/or closeout of the project by the City, DMC shall prepare and submit a detailed description of all debris management activities in an electronic spreadsheet, to include, but not limited to, the total volume by type of debris hauled, reduced and/or disposed; final disposal locations and amounts of the debris delivered to each; and the total cost of the project invoiced to the County. DMC shall provide, upon request of the County and/or no later than project closeout, a release of liens demonstrating that all subcontractors to DMC have been fully paid. DMC will provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for the County. Final project reconciliation must be approved by the County.
- 7.6. **Report Maintenance** -DMC will be subject to audit by Federal, State and local agencies. DMC shall maintain all reports, records, debris reporting tickets and correspondence related to this contract for a period of not less than ten (10) years.

8. OTHER OPERATIONAL CONSIDERATIONS

- 8.1. **Inspection** -All emergency debris shall be subject to inspection by the Debris Monitor, Contract Manager, or any public authority in accordance with generally accepted standards to insure compliance with the contract and applicable Federal, State and

local laws and regulations. DMC shall, at all times, provide the Debris Monitor and County access to all work sites and disposal areas.

- 8.2. **Working Hours** -Unless otherwise approved by the County, all activity associated with gathering, loading and hauling debris shall be performed during visible daylight hours. DMC may work during these hours six (6) days per week, including holidays. It is expected that DMC shall work every day except Sunday until project completion. Holiday leave and closure may be authorized based on operational needs and with County approval. DMC shall be responsible to coordinate with the Contract Manager in the event weather conditions delay or modify the daily schedule.
- 8.3. **Traffic Control** -DMC shall mitigate the impact of its operations on local traffic to the fullest extent practicable. DMC is responsible for establishing and maintaining appropriate traffic controls in all work areas. DMC shall provide sufficient signage, flags, barricades and appropriate public safety personnel to ensure the safety of vehicular and pedestrian traffic in all work areas.

9. TECHNICAL ASSISTANCE

DMC may be requested by the City to provide technical expertise and guidance to support the City during the emergency recovery effort including, but not limited to, the following:

- 9.1. Assisting in emergency debris recovery planning efforts such as disaster recovery plan development and identification of adequate resources.
- 9.2. Assisting in determining and assessing the impact and magnitude of the emergency event before federal assistance is requested, identifying damaged locations and facilities, assessing and preparing initial estimates of debris volumes, distinguishing between pre-emergency damage and emergency-generated damage, documenting eligible costs, and describing the physical and financial impact of the emergency.
- 9.3. Providing training sessions for key County personnel.
- 9.4. Assisting with developing, producing or distributing public information.

10. PRICING

Bidder shall provide all-inclusive unit prices that include supplying all equipment, tools, and labor necessary to perform the duties described in the bid item. The documentation and recovery process, including plan development, mobilization, demobilization, record keeping and quality control shall be included in the prices. Prices must be provided for bid items or Bidder may be deemed non-responsive.

11. CONTRACT PERIOD

The initial contract term shall commence upon date of award by the County and shall expire five (5) years from that date. The County reserves the right to extend the contract for one (1), additional five-year term, providing all term conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the County in writing.

12. INVOICES

The Contractor should submit regular invoices for no more than 30-day periods. Invoice format and documentation should be acceptable for FEMA reimbursement. Timely invoicing is beneficial for both County and DMC. Invoices should be submitted within 60 days of service provision to reconcile with supporting documentation prior to payment disbursement.

13. NON EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the County may, at any time, secure similar or identical services from another vendor at the County's sole option. The County may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the County prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in their proposal. If the price(s) offered are not acceptable to the County, and the situation cannot be resolved to the satisfaction of the County, the County reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

14. DELETION OR MODIFICATION OF SERVICES

The County reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the County, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If the Contractor and the County agree on modifications or revisions to the task elements, after the County has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the County for written approval prior to proceeding with the work.

15. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute trained, qualified, personnel for those listed in the proposal, the County shall receive prior notification and have the right to review, test and approve such substitutions, if deemed necessary. If the County has reasonable evidence to believe that an employee of the Contractor is incompetent, or has performed his or her employment in an objectionable manner, the County shall have the right to require the Contractor to resolve the situation to the County's satisfactions, provided, however, that the Contractor shall not be required to institute or pursue to completion any action if to do so would violate any law, state statute, city ordinance, contract or employment or union agreement.

16. SUBCONTRACTORS

If the Contractor proposes to use subcontractors in the course of providing these services to the County, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the County, prior to any contract award. The County reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets County approval. Contractor shall ensure that all Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, counsel being subject to the County's approval, and indemnify and hold harmless the County and the County's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the County. Contractor shall require all of its subcontractors to provide the same coverage that is required for the Contractor, as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

17. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the County.

18. SAFETY

The Contractor(s) shall adhere to the **Florida Department of Transportation's Manual on Uniform Traffic Control** for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

19. VERIFICATION OF EMPLOYMENT STATUS

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency are required to utilize the U.S. Department of Homeland Security's E-Verify system (per the **State of Florida Executive Order Number 11-02 "Verification of Employment Status"**) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency. **U.S. Department of Homeland Security's E-Verify System Affirmation Statement** should be completed and submitted with Bidder's response to this RFP.

GENERAL CONDITIONS-The following instructions are given for the purpose of guiding bidders in properly preparing their bids or proposals. These directions have equal force and weight with the specifications, and strict compliance is required with all provisions.

- 20. QUALIFICATIONS OF BIDDERS** - no proposal will be accepted from, nor will any contract be awarded to, any person who is in arrears to the Jackson County Board of County Commissioners, upon any debt or contract, or who has defaulted, as surely or otherwise, upon any obligations to the County, or who has deemed irresponsible or unreliable to the County.
- 21. PERSONAL INVESTIGATION** -Bidders shall satisfy themselves by personal investigation and by such other means as they may deem necessary or desirable as to the conditions affecting the proposed work and the cost. No information derived from maps, plans, specifications, or from the County Manager, or their assistants or any other department of the County shall relieve the contractor from any risk or from fulfilling all terms of the contract.
- 22. INCONSISTENCIES** -Any seeming inconsistency between different provisions of the plans, specifications, proposal or agreement, or any point requiring explanation must be inquired into by the bidder, in writing, at least five (5) days prior to the time set for the opening proposals. After proposals are opened, the bidders shall abide by the decision of the County as to such interpretation.
- 23. ADDENDA AND INTERPRETATIONS** -No interpretations of the meaning of the plans, specifications or other contract documents will be made orally to any bidder. Prospective bidders must request interpretation in writing. To be considered, such request must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all interpretations and any supplemental instructions will be in the form of a written addenda. Failure of any bidder to receive any such addenda or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become a part of the contract document. Contractor shall verify that he has all addenda before submitting his bid.
- 24. LEGAL CONDITIONS** -Bidders are notified to familiarize themselves with the provisions of the law of the
State of Florida relating to the hours of labor on municipal work, and with the provisions of the laws of the State of Florida and the County.
- 25. FILLING IN BIDS** -All prices must be written in the proposal and also stated in the figures, and all proposals must fully cover all items for which proposals are asked and no other. Bidders are required to state the names and places of residence of all persons interested, and if no other person is interested, the bidder shall state that the proposal is, in all respects, fair and without collusion or fraud. Where more than one person is interested, it is required that all persons interested or their legal representative make all verification and subscribe to the proposal.
- 26. NON-COLLUSION** -The bidder agrees that there has been no consorting with any other firm or employees from any other firm who will be submitting a bid on the same project.
- 27. WITHDRAWALS** -Any bidder may, without prejudice to himself, withdraw his proposal at any time prior to the expiration of the time during which proposals may be submitted. Such request for

withdrawal must be in writing and signed in the same manner and by the same person who signed the proposal. After the expiration of the period for receiving proposals, no proposal can be withdrawn, modified, or explained.

28. CONTRACT - The bidder to whom award is made shall execute a written contract to do the work and maintain the same good repair until final acceptance by the proper authorities, and shall furnish good and sufficient bonds as specified within ten (10) days after receiving such contract for execution. If the bidder to whom the first award is made fails to enter into a contract as provided, the award may be annulled and the contract let to the next higher bidder who is reliable and responsible in the opinion of the County. Such bidder shall fulfill every stipulation as if it were the original party to whom award was made.

29. TERMS OF CONTRACT -The term of this Agreement shall be five (5) year period from "notice to proceed." The term can be extended one (1) additional five (5) year term.

30. MEASUREMENT AND PAYMENT -Payments and charges shall be in accordance with the Bid Proposal Schedules.

31. OWNER MAY STOP THE WORK -If the work performed by the contractor is deficient, contrary to the bid documents or contract, or the contractor fails to perform work in such a way that the completed work will conform to the Contract Documents, the owner may order the contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the owner to stop the work shall not give rise to any duty on the part of the owner to exercise this right for the benefit of the contractor or any other party.

32. TERMINATION -The agreement described hereafter may be terminated by either party with 30 days written notice to the other party.

33. CUSTOMER RELATIONS -The Contractor, all its employees and subcontractors under the supervision and control of the Contractor shall at all times at a site, office, or yard be required to conduct themselves in a professional and courteous manner and do all things necessary to insure good and harmonious customer relations. Continuous failure to abide by this requirement shall constitute a basis for termination of this agreement.

34. APPLICATION FOR PROGRESS PAYMENT -Unless otherwise prescribed by law, the contractor shall submit monthly to the County for review an Application for Payment filled out and signed by the contractor covering the work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. The amount of retainage with respect to progress payments will be ten percent (10%) of the total project cost.

35. QUANTITIES -The County reserves the right to add or delete from the estimated quantities listed in the proposal.

36. PROPOSAL SECURITY-In accordance with 44 CFR 13.36, the County shall request a bid guarantee from each bidder. However, since this solicitation will be used on an as-needed basis during emergency situations that may result in a large range of costs, the County cannot estimate a bid price. Therefore, in lieu of requesting a bid guarantee equivalent to five percent of the bid price,

the County shall request a bid guarantee in the amount of five-thousand dollars (\$5,000). Each Proposal must be accompanied by a certified or cashiers' check made payable to the Jackson County Board of County Commissioners. **Proposers must also submit their original proposal security at time of the bid due date, or they will be determined as nonresponsive.**

The Proposal Security of the Successful Proposer will be retained until such Proposer has executed the Contract and furnished the required insurance, whereupon the Proposal Security will be returned. If the Successful Proposer fails to execute and deliver the Contract and furnish the required insurance and bonds within fifteen (15) calendar days of the Notice of Award, the County may annul the Notice of Award and the entire sum of the Proposal Security shall be forfeited. The Proposal Security of the non-awarded Proposers will be returned within seven (7) calendar days after County and the Successful Proposer(s) have executed the written Contract or if no such written Contract is executed within ninety (90) calendar days after the date of the Proposal opening, upon the demand of any Proposer at any time thereafter, provided that he has not been notified of the acceptance of his Proposal.

- 37. BID PRICES** -All prices submitted must be firm through the completion of the project. Any bids Containing escalation clauses will be rejected upon bid opening. The County will award payment at the conclusion of the work, and upon full acceptance.

38. INSURANCE REQUIREMENTS

The Contractor shall provide:

- 38.1 PUBLIC LIABILITY** -Provide Owner's Contractor's Protective Insurance for the benefit of the County with a combined single limit of one million dollars (\$1,000,000), consistent with the indemnification obligations described below.
- 38.2 WORKER'S COMPENSATION** -Provide Worker's Compensation and Employer's Liability Insurance for the benefit of a contractor's work force.
- 38.3 INDEMNITY** -Protect, defend, indemnify and hold harmless the Jackson County, its public officials, officers, employees and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses or liabilities of every kind in connection with or arising directly out of the work agreed to be performed herein. Without limiting the foregoing, any and all such claims, suits, etc. relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible personal property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. The contractor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is groundless, false or fraudulent. In case of injury to persons, animals or property, real or personal, by reason of failure to erect or maintain proper and necessary barricades, safeguards and signals or by reason of any negligence of any contractor, subcontractor or

any of the contractor's agents, servants, or employees during the performance of the work before the estimates have become due under this contract, the County may through its officials, withhold such payments as long as it may deem necessary for the indemnity of the County as Owner, provided that the failure to pay the same shall not be construed or considered as a waiver of the indemnity as hereinabove set forth.

To the extent such claims, damages, losses or expenses are caused in whole or in part by negligent acts or omissions of the contractors, anyone directly or caused indirectly employed by either or anyone for whose acts either may be liable, regardless of whether obligations shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity, which would otherwise exist as to a party or person described in this Article.

38.4 **AUTOMOBILE LIABILITY** -Covering all owned, hired, and non-owned automobile equipment for the benefit of the City with a combined single limit of \$500,000.

38.5 **CERTIFICATE OF INSURANCE** -Before commencing performance of this contract, the contractor shall furnish the Jackson County BOCC a duplicate policy of Certificate of Insurance for the required insurance as specified above, which shall contain the following:

38.5.1 Name of insurance carrier(s)

38.5.2 Effective and expiration dates of policies

38.5.3 Thirty (30) days written notice by the carrier of any cancellation or material change in any policy.

38.5.4 Duplicate Policy or Certification of Insurance stating that the interests of the County are included as additional insured, and specifying the protection/location. Such insurance shall apply despite any insurance, which the City may carry in its own name.

38.6 **SUBCONTRACTOR INSURANCE** -Contractor shall require all of its subcontractors to provide the aforementioned coverage that the contractor is required to maintain and any subcontractors shall be the sole responsibility of the contractor.

39. **PROPOSAL REQUIREMENTS**

The proposer interested in responding to this RFP must provide the information requested below. Submittals that do not respond completely to all requirements specified herein may be considered non-responsive and eliminated from the process. **All proposals shall address and be tabbed/indexed as outlined below:**

39.1 **Tab I -Project Cost (40 Points)** The Proposal Form shall be signed by the contact person authorized to represent the contractor.

39.2 **Tab II - Letter of Interest:** Limit to two (2) pages. Attach a letter of interest that explains your firm's interest in working on this project, a positive commitment to perform the required work and a description of the firm including:

- 39.2.1 Size of firm
- 39.2.2 Range of activities of Firm
- 39.2.3 Years of experience that the proposer has in providing similar services
- 39.2.4 Recent, current, and projected workload of the firm, and availability and access to the firm's top level management personnel
- 39.2.5 A brief statement which explains why your proposal would be the most effective and beneficial

39.3 Tab III -Experience, Qualifications, and References (40 points): The relative experience and qualification of each applicant's proposed team, with respect to the project scope, will be judged and a relative rating assigned. This parameter expresses the general and specific project-related capability of the in-house staff and indicates the adequate depth and abilities of the organization which it can draw upon as needed. This will include management, technical, and support staff. Major consideration will be given to the successful completion of previous projects comparable in design, scope, and complexity.

- 39.3.1 Describe the firm's background, history and overall experience.
- 39.3.2 Describe the firm's expertise and experience in performing proposed work.
- 39.3.3 Proposer will provide experienced staff. Certification or active involvement with disaster preparedness agencies is highly desirable such as: NIMS certification, FEMA Region IV, FEMA National Advisory Council, FEMA National Training Programs (NTP), FEMA Center for Domestic Preparedness (CDP), FEMA Emergency Management Institute (EMI), Florida State Emergency Response Team (SERT), and/or Florida Governor's Hurricane Conference training/instructor.
- 39.3.4 Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure subcontractors, if necessary.
- 39.3.5 Identify location of the office responsible for this project, the contact person and supervisory personnel who will work on the project, including the relative experience of all professionals proposed for use on the team in the planning and administration of the project.
- 39.3.6 Provide resume(s) of the on-site staff (Project Manager) to be assigned to the project with emphasis on their experience with similar work.
- 39.3.7 If the Contractor proposes to use subcontractors in the course of providing these services to the County, this information shall be a part of the bid response. Package should also include a list of subcontractors proposed to work on the project including professional services, along with their abilities and qualifications as related to the project's specific requirements and their ability to accomplish the project.
- 39.3.8 List of current and future debris management contractual obligations with their current status and projected termination dates.
- 39.3.9 Provide reasonable assurance that such obligations will not preclude DMC from meeting its obligations under this contract.
- 39.3.10 Plan for managing multiple Florida-based debris management contracts.

- 39.3.11 Proposer must currently have a minimum of three (3) full-service Disaster Debris Management contracts in place in which (1) the Bidder is the primary contractor; and (2) the contract is with a government entity with a population of at least 8,000 residents
- 39.3.12 Provide specific examples of similar contracts delivered by the proposed team members with details on related projects (preferably where the team was the same). References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. Details of References should include the following:
 - 39.3.12.1 Name and location of the project.
 - 39.3.12.2 A detailed description of the comparable project (similar in scope of services to those requested herein).
 - 39.3.12.3 Nature of the firm's responsibility on the project.
 - 39.3.12.4 Project owner's representative name, address, phone number, and e-mail address.
 - 39.3.12.5 Project duration and the date the project was completed or is anticipated to be completed.
 - 39.3.12.6 Size of project including number of residents.
 - 39.3.12.7 Cost of project.
 - 39.3.12.8 Work for which staff was responsible.
 - 39.3.12.9 Contract Type. .

39.4 **Tab IV -Operational Plan (20 points):** The Operational Plan shall demonstrate the proposer's compliance with the bid specifications and demonstrate their understanding of the requirements and needs of this project.

- 39.4.1 The Operational Plan shall clearly address all aspects of the project proposed; including pre-planning services, debris management services, operating plan, mobilization timeframes, staffing, management, employee training, quality assurance, quality control, etc.
- 39.4.2 Organizational structure of firm; chain of command; subcontractor's plan.
- 39.4.3 Define methods used to complete assigned tasks.
- 39.4.4 Include details of your approach and work plans.
- 39.1.1 Identify any issues or concerns of significance that may be appropriate.

39.5 **Tab V-Business Structure & Professional Registration Certificates:**

- 39.5.1 Proposer must provide proof that it is properly and legally licensed to perform Disaster and Debris Management Services. List appropriate licenses. A reproduction of the firm's current professional registration certificate(s) is required for the services offered and must be in the name of the firm offering said services. Firms must be properly registered at the time of application to practice their profession in the State of Florida and with the appropriate State Board governing the services offered.
- 39.5.2 If the firm offering services is a corporation, or joint venture, it must be properly chartered with the Department of State to operate in Florida and provide a copy of the firm's current Florida Corporate Charter.

39.6 **Tab VI -Additional Information:** Please provide the information listed below and any additional information that you deem necessary to complete your proposal in this section, if it has not been requested in another section.

39.6.1 Public Entity Crimes Form

39.6.2 Drug Free Workplace Certification

39.6.3 E-verify Statement Certification

39.6.4 Sub Consultants Certification

39.7 **Tab VII -Bidder's Security**

40. EVALUATION OF PROPOSALS & PROCESS OF SELECTION

Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the RFP. Evaluations shall be based upon the information and references contained in the proposals as submitted. **As such, the Proposal should be as comprehensive as possible; clearly describing the details of services that the Proposer intends to provide.**

The County will convene an Evaluation Committee and brief its members on the scope of the project and the services required. The Evaluation Committee will evaluate proposals based on the following criteria:

Criteria Points

Experience, Qualifications, and References 40 points

Operational Plan 20 points

Project Cost 40 points

Total Points 100 points

The Evaluation Committee shall have the option to short-list the proposers based on the criteria listed above. Then the Evaluation Committee may schedule a second meeting for selected firms to make presentations and answer questions of clarification as part of its evaluation. As part of this process, the firms shall have officials of the appropriate management level present and representing the firm. The project manager should be available. The firm shall be prepared to present an overall briefing regarding the manner in which the contractual obligations will be accomplished. The Evaluation Committee will make a recommendation to the County Commission for the award of contract(s). The County intends to award contracts to a Primary and a Secondary DMC. The contract(s) shall be awarded to the most responsive/responsible proposer(s) whose proposal is determined to be the most advantageous to the County taking into consideration the evaluation criteria. All Proposals received from Proposers in response to the solicitation will become the property of COUNTY and will not be returned to the Proposers. The Contract shall be awarded by County's Commission to the responsible Proposer whose Proposal is determined to be the most advantageous to COUNTY, taking into consideration the evaluation factors and criteria set forth in the Evaluation of Proposals.

PROPOSER'S CERTIFICATION

Company Name: _____ **Federal Taxpayer ID:** _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone: _____ **Fax:** _____

Email: _____

Submitted By: _____ **Title:** _____

The undersigned has read the Jackson County Request for Proposals (RFP) and the other related documents identified in the RFP, and any Addenda, receipt of all which is hereby acknowledged:

BID Number _____

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____
_____	_____

Names and Titles of all officers, partners or individuals doing business under trade name:

The business is a: Sole Proprietorship _____ Partnership _____ Corporation _____

Section A – General Services

Item	Description	Unit of Measure	Price per Unit of Measure
Haul-out of E-Waste	Recovery and recycling of eligible E-waste such as televisions , computers, computer monitors, microwaves, and other items specified by the County in writing (hauling of E-waste to final disposal site	Cubic Yard	\$
Management and Haul-out of Hazardous Household Waste	Proper management, storage, and disposal of household hazardous waste	Pound	\$

1. I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my qualification will remain firm for a period of 365 days in order to allow the County adequate time to evaluate the qualifications.
2. I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
3. The applicant certifies to the best of his/her knowledge and belief, that his/her 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 proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or 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 government entity (Federal, State, Local) with commission of any of the 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, Local) terminated for cause or default.

4. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the County of Jackson

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a qualification for the same product or service; no officer, employee or agent of the Jackson County BOCC or any other proposer is interested in said qualification; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business

Signature Date:

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ___ day of _____, 201 ____, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires:

FLORIDA SWORN STATEMENT UNDER F.S. SECTION 287.133(3)(A), ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid, Qualifications, Proposal or Contract for _____.
2. This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is and my relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any 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.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means 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 records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. Jackson County, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. 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 the state or of the United States with the legal power to enter into a binding contract for provision of goods or services led by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

Signature Date:

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ___ day of _____, 201___, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires:

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed Proposer certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace, 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 violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee understands the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is 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 this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER(S): _____

SIGNATURE: _____

NAME (TYPED OR PRINTED): _____ TITLE: _____

E-VERIFY STATEMENT

Bid/Proposal/RFQ Number: _____

Project Description: _____

Vendor/Consultant/Lessee acknowledges and agrees to the following:

Vendor/Consultant/Lessee 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:

1. All persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the vendor/Consultant/Lessee to perform work pursuant to the contract with the Department.

Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION**

TO BE COMPLETED BY ALL SUB-CONSULTANTS

Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. 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.

Company/Firm: _____

Authorized Signature: _____

Printed Name & Title: _____

Date: _____

AGREEMENT

This AGREEMENT, made this ____ day of _____, 2018, by and between the Jackson County Board of County Commissioners, acting herein through its County Administrator, hereinafter called "OWNER" and _____, doing business as a _____, located in the County of _____, County of _____, and the State of Florida, hereinafter called "CONTRACTOR". WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I

That for, and in consideration of, the payments and agreements hereinafter mentioned, to be made performed by the OWNER and CONTRACTOR hereby agrees with the OWNER to commence and complete the work described as follows: All of the terms, conditions, and provisions of **Request for Proposal # 1819-12** are incorporated herein by reference and made a specific part thereof.

ARTICLE II

In accordance with the Request for Bids the Contractor shall furnish at his own expense all labor, vehicles, materials, tools, and equipment needed to perform the services required by this Agreement and the Request for Proposal. The CONTRACTOR further agrees that the "prices as quoted in the Request for Proposal shall remain constant for the duration of this Agreement.

ARTICLE III The term of this Agreement shall be **three (3) year period** from "notice to proceed." The term can be extended one (1) additional three (3) year term.

ARTICLE IV

If it is determined that it is in the best interest of either party of the Agreement to terminate this agreement prior to the expiration date, for any cause, a thirty (30) calendar day written notice shall be given by the party wishing to terminate this Agreement.

ARTICLE V

Contractor agrees to indemnify and save Owner its public officials, agents, servants and employees harmless from and against any and all claims arising out of or in any way connected with the willful misconduct or negligence of the contractor, or its employees and to carry at its own expense policies of insurance described in **RFP # 1819-01** to protect the Owner and its interests from such actions of the contractor or sub-contractors. Contractors further agrees to reimburse Owner for any and all court costs and other expenses, including reasonable attorney's fees incurred by owner in defending any action, at both the trial and appellate levels, including paralegal expenses associated therewith, brought against Owner for injury or damage claimed to have been suffered as a result of or in any way connected with contractor's willful misconduct or negligence or that of its employees.

The Consultant's performance under this agreement shall be subject to the FEMA Required Contract Clauses attached as Exhibit A hereto, the contents of which are incorporated herein

AGREEMENT:

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counterparts, each of which shall be deemed an original, in the Year and Day first mentioned above.

Jackson County Board of County Commissioners

ATTEST:

Clayton O. Rooks, Clerk of the Court (seal)

By: _____

Clint Pate, Chairman of the Board

Date _____

APPROVED AS TO FORM AND LEGALITY:

Michelle Blankenship Jordan, County Attorney

ATTEST:

Contractor

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

EXHIBIT A

INCORPORATION OF FEMA REQUIRED CONTRACT CLAUSES

NOTICE: THIS IS A FEDERALLY FUNDED PROJECT

AWARDING AGENCY: Federal Emergency Management Agency (FEMA), Department of Homeland Security.

Funding, in whole or in part, for this Project is through a Public Assistance grant from FEMA and therefore all provisions of 2 CFR §§ 200.317 through 200.326 under the Uniform Administrative Requirements (“Uniform Rules”) apply to this Project.

Federal Law requires that contracts relating to the Project include certain provisions of 2 CFR §§ 200.317 through 200.326 under the Uniform Administrative Requirements. Depending upon the type of work or services provided and the dollar value of the Project, some of the provisions set forth in 2 CFR §§ 200.317 through 200.326 may not apply to the Contractor or to the work or services to be provided hereunder; however, the provisions are nonetheless set forth to cause this Project to comply with Federal Law.

This Project will be in strict compliance with program requirements of the Awarding Agency and of 2 CFR §§ 200.317 through 200.326. The contractor hereby certifies that they will comply with all applicable federal laws, regulations, and FEMA policies, procedures and directives.

- (1) **Remedies.** Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
- (2) **Termination for Cause and Convenience.** Termination for cause and for convenience by the recipient or sub-recipient including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)
- (3) **Not to Exceed – Contract Amendments.** The Contractor shall not exceed the maximum fees, as noted in the Section titled *Compensation*, without a prior written request to the Jackson County and authorization by written amendment to the Contract, including a change to the Scope of Work/Services. The written request shall include documentation and justification for such request including a detailed cost and schedule impact to the Project.
- (4) **Retention of all required records.** Records shall be retained for three years after recipients or sub-recipients make final payments and all other pending matters are closed.
- (5) **Access to Records.**
 - a) The Contractor agrees to provide the Jackson County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the

Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c) The Contractor agrees to provide the FEMA Administrator or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(6) Small and minority businesses, women's business enterprises and labor surplus area firms.

- a) Qualified small and minority businesses and women's business enterprises will be included on solicitation lists developed by the Contract Compliance Officer.
- b) Small and minority businesses and women's business enterprises will be solicited when they are potential sources for services.
- c) When economically feasible, total project requirements will be divided into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.
- d) Delivery schedules will be established that encourage participation by small and minority businesses and women's business enterprises, where requirements permit.
- e) Services provided by organizations such as the Small Business Administration and Minority Business Development Agency of the Department of Commerce will be used, as appropriate.
- f) Prime contractors are required to use the affirmative steps listed in items (6) (a) through (6) (e) above, if subcontracts are let.

(7) Equal Employment Opportunity. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

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

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended and supplemented, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended and supplemented, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965 as amended and supplemented, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g) The Contractor will include the portion of the sentence immediately preceding paragraph (a) of this section and the provisions of paragraphs (a) through (g) 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, as amended and supplemented, 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."

(8) Compliance with the Davis-Bacon Act and the Copeland “Anti-Kickback” Act.

- a) Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b) All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c) In accordance with the statute, Contractors must be 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.
- d) The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e) In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be 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. The non-Federal entity must report all suspected or reported violations to FEMA.
- f) In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback” Act. However, for purposes of grant programs where both clauses do apply, FEMA requires the following:
 - i. Contractor. The Contractor shall comply with 18 USC § 874, 40 USC § 3145 and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract.
 - ii. Subcontracts. The Contractor or Subcontractor shall insert in any subcontract the clause above and other such clauses as the FEMA may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any

Subcontractor or lower tier Subcontractor with all of these contract clauses.

- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and Subcontractor as provided in 29 CFR § 512.

(9) **Compliance with the Contract Work Hours and Safety Standards Act.** Applicable for all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 USC §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 CFR Part 5.

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

paragraphs (a) through (d) of this section.”

(10) Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more must file the required certification.

(11) Procurement of Recovered Materials.

- a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
- Competitively within a timeframe providing for compliance with the contract performance schedule;
 - Meeting contract performance requirements; or
 - At a reasonable price.
- b) Information about this requirement is available at EPA’s Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

(12) Compliance with the Clean Air Act. Applicable for contracts of amounts in excess of \$150,000.

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

(13) Compliance with the Federal Water Pollution Control Act. Applicable for contracts of amounts in excess of \$150,000.

- a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b) The Contractor agrees to report each violation to the Jackson County and understands and agrees that the Jackson County will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

- (14) **Suspension and Debarment.** Applicable to all FEMA grant and cooperative agreement programs.
- a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c) This certification is a material representation of fact relied upon by the Jackson 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 State of Florida and the Jackson County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d) The Contractor agrees to comply with the requirements of 2C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- (15) **No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligation or liabilities to the non-Federal entity, Contractor or any other party pertaining to any matter resulting from the contract.
- (16) **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 USC Chap 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to the contract.
- (17) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).
- (18) Notice of awarding agency requirements and regulations pertaining to reporting.
- (19) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (20) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- (21) Contractors shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, Paragraph XXV (2013)

- (22) **Bonding Requirements.** Applicable for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold (\$150,000), the awarding agency may accept the bonding policy and requirements of the recipient (State of Florida) or sub-recipient (Jackson County) provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:
- a) A bid guarantee from each Contractor equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the Contractor will, upon acceptance of its bid, execute such contractual documents as may be required within the time specified.
 - b) A performance bond on the part of the Contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Contractor's obligations under such contract.
 - c) A payment bond on the part of the Contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.