

PROPOSAL LOG

PROPOSAL: RFP_2020_005 – DISASTER RELATED RECOVERY SERVICES

DATE BOARD APPROVED PROPOSAL:

DUE DATE/TIME: 5/15/2020, 2:00 PM

AWARDED TO:

COMPANY	COMPANY INITIALS	DATE/TIME RECEIVED	STAFF INITIALS
AC Disaster Consulting	USPS	5/14/20, 12:54pm	AT
Tidal Basin	USPS	5/14/20, 1:40pm	AT

LEWIS COUNTY BOARD OF COUNTY COMMISSIONERS
 PROPOSAL ATTENDANCE SHEET

DATE: 5/15/2020

TIME: 2:00 P.M.

PROPOSAL IDENTIFIER: RFP_2020_005

STAFF IN ATTENDANCE:

PRINT NAME	SIGNATURE	DEPARTMENT
Alicia Tretheway	Alicia Tretheway	Procurement
John Macdonald	John Macdonald	Emergency Management
Matt Weldon	Matt Weldon	Public Safety Rec

BIDDERS IN ATTENDANCE:

PRINT NAME	SIGNATURE	COMPANY

PUBLIC IN ATTENDANCE:

PRINT NAME	SIGNATURE

VENDOR	ITEM #	POSITION	STANDARD HOURLY RATE
AC DISASTER CONSULTING*	1	PROGRAM MANAGER	\$ 165.00
	2	PROJECT MANAGER	\$ 160.00
	3	ASST. PROJECT MANAGER	\$ 150.00
	4	FIELD OPERATIONS SPECIALIST	\$ 130.00
	5	ADMINISTRATIVE SUPPORT	\$ 55.00
	6	GIS SPECIALIST	\$ 125.00
	7	SENIOR FISCAL RECOVERY SPECIALIST	\$ 150.00
	8	DAC SPECIALIST	\$ 60.00
	9	SUBJECT MATTERS EXPERTS	\$ 155.00
		INCIDENT MANAGEMENT TEAM/EOC	
	10	FINANCE SECTION/UNIT LEAD POSITIONS	\$ 135.00
	11	IMT/EOC FINANCE SECTION/UNIT	\$ 75.00
	12	ENGINEER(S)	\$ 165.00
	13	ENVIRONMENTAL SPECIALIST	\$ 140.00
	14	NRCS SPECIALIST	\$ 105.00
	15	TALLAHASSEE REPRESENTATIVE	\$ 150.00
	16	OTHER POSITIONS	
		TOTAL	\$ 1,920.00
			FOR CONSIDERATION AT TIME OF OF RENEWALS TAKING INTO ACCOUNT LIVING WAGE INCREASES
			FOR CONSIDERATION AT TIME OF OF RENEWALS TAKING INTO ACCOUNT LIVING WAGE INCREASES
	17	AERIAL PHOTO PACKAGE	\$ 175.00
	18	PHOTOGRAPH COPIES	SEE DOC
	19	ADDITIONAL PHOTOGRAPHS	SEE DOC
	20	ADDITIONAL LOCATION	\$ 125.00

*PRICING FORM TOTAL PG.31, 1-15 IS INCORRECT - PROPOSAL READS \$1955.00

VENDOR	ITEM #	POSITION	STANDARD HOURLY RATE
TIDAL BASIN	1	PROGRAM MANAGER	\$ 215.00
	2	PROJECT MANAGER	\$ 195.00
	3	ASST. PROJECT MANAGER	\$ 165.00
	4	FIELD OPERATIONS SPECIALIST	\$ 110.00
	5	ADMINISTRATIVE SUPPORT	\$ 65.00
	6	GIS SPECIALIST	\$ 125.00
	7	SENIOR FISCAL RECOVERY SPECIALIST	\$ 155.00
	8	DAC SPECIALIST	\$ 155.00
	9	SUBJECT MATTERS EXPERTS INCIDENT MANAGEMENT TEAM/EOC	\$ 185.00
	10	FINANCE SECTION/UNIT LEAD POSITIONS	\$ 155.00
	11	IMT/EOC FINANCE SECTION/UNIT	\$ 125.00
	12	ENGINEER(S)	\$ 205.00
	13	ENVIRONMENTAL SPECIALIST	\$ 165.00
	14	NRCS SPECIALIST	\$ 165.00
	15	TALLAHASSEE REPRESENTATIVE	\$ 165.00
	16	OTHER POSITIONS	
		TOTAL	\$ 2,350.00

PROPOSED TIME FRAME FOR INCREASES 1-15 HOURLY RATES IF ANY:

ANNUAL

PROPOSED AMOUNT FOR INCREASE IN 1-15 HOURLY RATES IF ANY:

3%

17	AERIAL PHOTO PACKAGE	SEE DOC
18	PHOTOGRAPH COPIES	SEE DOC
19	ADDITIONAL PHOTOGRAPHS	SEE DOC
20	ADDITIONAL LOCATION	SEE DOC

RFP_2020_005

DISASTER RELATED RECOVERY SERVICES

EVALUATION SCORES

TOTAL SCORE	COMPANY NAME
99	AC Disaster
88	Tidal Basin

RFP_2020_005

DISASTER RELATED RECOVERY SERVICES

EVALUATION TOTAL SHEET

COMPANY: Tidal Basin

CRITERIA	POINTS MAXIMUM 100	EVALUATOR 1 M. Weldon	EVALUATOR 2 K. Holcomb	EVALUATOR 3 J. MacDonald
A	5	5	5	5
B	20	18	17	18
C	20	20	20	20
D	15	10	11	10
E	15	10	11	10
F	20	20	20	20
G	5	5	5	5
EVALUATOR TOTALS:		88	89	88
EVALUATION SCORE *(TOTAL POINTS DIVIDED BY NUMBER OF EVALUATORS 3)*				88

RFP_2020_005

DISASTER RELATED RECOVERY SERVICES

EVALUATION TOTAL SHEET

COMPANY: AE Disaster

CRITERIA	POINTS MAXIMUM 100	EVALUATOR 1 M. Weldon	EVALUATOR 2 K. Hulcomb	EVALUATOR 3 J. MacDonald
A	5	4	4	4
B	20	20	20	20
C	20	20	20	20
D	15	15	15	15
E	15	15	15	15
F	20	20	20	20
G	5	5	5	5
EVALUATOR TOTALS:		99	99	99
EVALUATION SCORE *(TOTAL POINTS DIVIDED BY NUMBER OF EVALUATORS 3)*				99



LEVY COUNTY, FLORIDA

REQUEST FOR PROPOSALS

RFP_2020_005

DISASTER RELATED RECOVERY SERVICES

LEVY COUNTY BOARD OF COUNTY COMMISSIONERS

PROCUREMENT DEPARTMENT

P.O. BOX 310

310 SCHOOL STREET

BRONSON, FL 32621

PHONE: (352) 486-5218

FAX: (352) 486-5167

EMAIL: TRETHEWAY-ALI@LEVYCOUNTY.ORG

**BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA
RFP_2020_005
DISASTER RELATED RECOVERY SERVICES**

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BOARD OF COUNTY COMMISSIONERS

Levy County
P.O. Box 310
310 School Street
Bronson, FL 32621

REQUEST FOR PROPOSALS RFP_2020_005

LEVY COUNTY, FLORIDA

ADVERTISEMENT

Notice is hereby given that Levy County, Florida will be receiving sealed responses to Requests for Proposals at the Office of the Board of County Commissioners, Levy County Annex Building, P.O. Box 310, 310 School Street Bronson, Florida, (352) 486-5217.

REQUEST FOR PROPOSALS

RFP_2020_005

DISASTER – RELATED RECOVERY SERVICES

The intent of the County is to enter into an agreement with an experienced and qualified professional individual or firm to provide disaster – related recovery services as described in the Request for Proposals documents.

REQUEST FOR PROPOSALS DUE DATE: 2:00 P.M., EST, 5/15/2020

PROCUREMENT DEPARTMENT

BOARD OF COUNTY COMMISSIONERS

OF LEVY COUNTY FLORIDA

P.O. BOX 310

BRONSON, FLORIDA 32621

Documents can be obtained by contacting the Procurement Coordinator of Levy County, Florida at (352) 486-5218, or online through the DemandStar system by Onvia at www.demandstar.com. If you have any questions, please call Alicia Tretheway, Procurement Coordinator, at (352) 486-5218.

Chiefland Citizen

Date(s): 4/30/20, 5/7/20

**Levy County
Board of County Commissioners
310 School Street
Bronson, Florida 32621
(352) 486-5217**

STATEMENT OF NON-SUBMITTAL

If you **do not** intend to submit a response to the Request for Proposals, please return this form to the above address immediately or fax to (352) 486-5167. If this statement is not completed and returned, your company may be deleted from the Levy County list for this service.

We the undersigned have declined to submit a response on the **REQUEST FOR PROPOSALS FOR DISASTER – RELATED RECOVERY SERVICES** for the following reason(s):

- Insufficient time to respond to the Request for Proposals.
- We do not offer this service.
- Our schedule would not permit us to perform.
- Unable to meet bond/insurance requirements.
- Unable to meet proposal specifications or scope of anticipated services.
- Specifications are unclear (explain below).
- Remove us from your vendors' list for this service.
- Other (specify below).

Remarks: _____

Company Name: _____

Signature: _____

Telephone: _____ Date: _____

REQUEST FOR PROPOSALS RFP_2020_005
FOR DISASTER – RELATED RECOVERY SERVICES

PART I GENERAL INSTRUCTIONS

RP-01 PURPOSE:

- A. INTENT OF RFP:** It is the intent of Levy County (herein “the County”) with issuance of this Request for Proposal (“RFP”) to select an experienced and qualified individual or firm that clearly demonstrates the highest level of ability in providing federal and state disaster-related grant and public assistance services in the event of a hurricane or other disaster for the Levy County Emergency Management Department (herein “LCEM”) (such services hereinafter sometimes referred to as the “Project”). Events may include but are not limited to natural disasters such as hurricanes, tornados, windstorms, floods, fires, as well as man-made events such as catastrophic accidents, civil unrest or terrorist attacks (hereinafter sometimes referred to as “event”). This RFP is issued by the County to provide potential proposers with information, guidelines and rules to prepare and submit a proposal. Any submittal must satisfy all criteria established in the RFP to qualify for evaluation.
- B. ELIGIBILITY:** To be eligible to respond to this RFP, the proposing individual or firm (herein “proposer”) must demonstrate that it, or the principals assigned to the Project, have successfully completed services similar to those specified in the Scope of Work section of this RFP for at least three governmental entities within the State of Florida.
- C. TIME AND DUE DATE:** The County will accept proposals from individuals, corporations, partnerships, and other legal entities authorized to conduct business in the State of Florida. Any proposals received after the due date and time will not be opened and will not be considered, and will be returned unopened. The County is not responsible for any delays in delivery of a proposal caused by any mail, package or courier services, or caused by any other occurrence.
- i.** Date of Distribution: 4/27/2020
 - ii.** Deadline for Questions: 5/8/2020
 - iii.** Final Addendum Posting: 5/11/2020
 - iv.** Proposals Due: 5/15/20, 2:00 PM
 - v.** Professional Services Committee Review: 5/20/20
 - vi.** Shortlisted Firms Presentations/Discussions (if required): TBD
 - vii.** Board of County Commissioner’s Award: TBD
- D. BACKGROUND:** Levy County is a local government entity governed by a Board of County Commissioners (herein sometimes “Board” or “BCC”) and provides services to approximately 40,000 citizens. The County is located in north-central Florida and is approximately 133 miles southwest of the State Capitol, Tallahassee. The County is comprised of 1,413 square miles, of which 1,118 square miles is land and 295 square miles is water. The incorporated communities in the County include Williston,

Yankeetown, Chiefland, Bronson, Cedar Key, Fanning Springs, Inglis, and Otter Creek. Census-designated places consist of Andrews, East Bronson, East Williston, Manatee Road, Morriston, Raleigh, and Williston Highlands. Other unincorporated communities include Camp Azalea, Ellzey, Fowlers Bluff, Gulf Hammock, Lebanon Station, Rosewood, Turkeytown, and Usher.

RP-02 CONTRACT AWARDS: The County anticipates entering into an agreement with one (1) proposer that submits the proposal judged to be the most advantageous to the County that can perform the requested services in the time frames required and at a reasonable cost. The proposer who submits the proposal so judged and enters into an agreement with the County will sometimes be referred to hereinafter as “contractor” or “Contractor.” In Part II, Scope of Work of this RFP, a successful proposer will sometimes be referred to as the “proposer.” The selected proposer shall be required to sign a formal agreement with the County. The form of the agreement to be used with a successful proposer is attached to this RFP. In the event that the successful proposer does not execute an agreement, the County reserves the right to award the agreement with the next highest ranked proposer until an agreement can be reached or until the County elects not to enter into an agreement.

By submitting a proposal in response to the RFP, a proposer indicates its understanding that this RFP does not constitute an agreement or a contract between the proposer and the County. There is no contract or agreement between the proposer and the County until all proposals have been reviewed by the County and until a formal document of agreement is executed by the County and the selected proposer, if any.

RP-03 DEVELOPMENT COSTS: The County shall not be liable for any expense incurred in connection with the preparation of a response to this RFP. Proposers should prepare a straightforward and concise description of the proposer’s ability to meet the requirements of the RFP.

RP-04 INQUIRES AND ADDENDA: The County will not respond to oral or telephone inquiries. Proposers may submit written, faxed, or email inquiries regarding the RFP to the Procurement Coordinator, P.O. Box 310, 310 School Street, Bronson, Florida 32621; Fax number: (352) 486-5167; email: Tretheway-ali@levycounty.org. The County will respond to written, faxed or email inquiries if those inquiries are received at least five (5) working days prior to the RFP due date. Any proposer submitting a written inquiry is responsible for making sure that its inquiry reaches the County in time for a response.

The County will record its response to any inquiries. In the event any response to an inquiry requires supplemental instructions or clarification in the form of a written addendum, such addendum will be created and will be sent to all proposers who were sent the RFP by the County. Any addenda will also be available on the County’s on-line DemandStar system by

Onvia. It shall be the responsibility of the proposer, prior to submitting a proposal, to contact the Procurement Department to determine if any addenda or other written response to inquiries were issued, acknowledging that the proposer has read any addenda in its proposal. At the time of the opening of the proposals, each proposer will be presumed to have read and be thoroughly familiar with the provisions of this RFP, any addenda, and the Scope of Work (as described in this RFP) that will be required for the Project.

The County does not accept responsibility for the distribution of additional information that may not be received by a proposer for any reason. It is exclusively the responsibility of any interested parties/proposers to make certain they have received the RFP itself, and any materials distributed after the RFP is issued. Each proposer will be required to acknowledge the receipt of addenda as part of its proposal.

RP-05 PROPOSALS, SUBMITTAL AND WITHDRAWAL: Proposals are to have an introductory letter, typed on the applicable firm’s letterhead, specifically referring to the Project and the Scope of Work. Proposals must contain all information, completed forms, and documentation and must be submitted in one (1) original form, one (1) electronic version (USB flash drive), plus six (6) copies placed in a sealed package clearly marked on the outside **“RFP FOR DISASTER – RELATED RECOVERY SERVICES RFP_2020_005”** and addressed to:

Board of County Commissioners
c/o Procurement Department
P.O. Box 310
Bronson, FL 32621

Proposals received after the established deadline will not be opened or considered. A proposer may withdraw its proposal by notifying the County in writing at any time prior to the due date. Proposals not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 120 days to provide the County the services set forth in this RFP, or until one of the proposals has been selected by the Board of County Commissioners pursuant to the provisions of the RFP, whichever is later.

Proposals shall contain all required forms and documentation and any information required pursuant to this RFP. Any revisions to any of the required forms or documents may constitute disqualification of a proposal.

RP-06 PROFESSIONAL SERVICES COMMITTEE REVIEW AND PRESENTATIONS/INTERVIEWS: The Professional Services Committee will consist of the Director of Emergency Management, the Accounting Clerk from the Levy County Clerk’s Office, the Director of Mosquito Control. The Professional Services Committee will review proposals, and may conduct discussion with or may require presentations/interviews of no less than three (3) proposers (unless there are fewer than three proposals received) regarding their qualifications, approach to the Project, and ability to furnish the Scope of Work. The Professional Services Committee will develop a

recommended ranking to present to the Board. The Board may approve the Professional Services Committee's proposed ranking and may authorize negotiations for an agreement with the successful proposer based on the ranking. The Board, at its option, may choose to review the proposals or may choose to conduct discussions with or require presentation/interviews with whatever proposers the Board wishes, regarding their qualifications, approach to the Project, and ability to furnish the Professional Services. If the Board opts to do its own review and/or discussions/presentation/interviews, the Board may then provide its own ranking of the proposals and authorize negotiations for an agreement with the successful proposer.

The County shall not be responsible for any expenses incurred for discussions/presentation/interviews. Pursuant to section 286.0113(2), Fla. Stat., any portion of a meeting at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from public meeting requirements.

RP-07 PROPOSAL RESTRICTIONS/REQUIRED FORMS AND DOCUMENTATION:

- A. GENERAL:** Proposals should be on 8 ½ x 11 paper. Proposals will be restricted to a maximum of fifty (50) pages, which should be one sided, excluding cover letter, photos, index, resumes, dividers, copies of license and corporation registration, and proposal signature, pricing, drug-free workplace forms, and other documentation/forms required by this RFP.
- B. REQUIRED FORMS AND DOCUMENTATION:** The following forms and documentation shall be submitted with the proposal:
 - i.** A concise statement of interest and introduction to the submittal shall be provided on firm letterhead, not to exceed two (2) pages.
 - ii.** Describe proposer's understanding of the Scope of Work described in this RFP, plus details of the proposer's approach, and a description of why proposer's approach would be cost-effective for County.
 - iii.** List in detail the members of the project team and the expertise each will bring to the Project. The proposer should provide resumes for all their staff, contracted staff or sub-consultants. Explain the organizational structure of the firm and sub-consultants or any subsidiary company's comprising the proposer's team. Proposers should provide a list of experience for the past three (3) years of similar size and scope for Florida government entities. Information provided for each client shall include the following:
 - 1.** Client name, project manager name, address, telephone number and email address;
 - 2.** Description of project or services; and
 - 3.** Time period of the project or contract.
 - iv.** Proposers should describe how the location of the project team may benefit the County as it specifically relates to the completion of the Project. Proposers should provide a synopsis of their current workload and how it will or will not affect the Project. Additionally, proposers should provide information on other

contracts for similar work the proposer has in place that may impact the performance of work related to this RFP. Proposers should provide their preliminary design and permitting schedules timeline.

- v. Proposers should describe the steps they would propose to control the quality and cost of the Project. In the event of undesirable or unacceptable work product proposers should answer the following questions:
 - 1. What actions would you take to remedy these conditions in a timely manner?
 - 2. What steps will the proposer take to ensure that the Project is completed in a timely manner?
 - 3. Describe what steps the proposer will take to provide cost effective design solutions.
- vi. The following items should also be included:
 - 1. Completed Proposal Signature Form;
 - 2. Completed Cost Proposal (Attachment "A" to this RFP);
 - 3. Statement of proposer's financial stability, including information as to current or prior bankruptcy proceedings;
 - 4. Summary of any litigation filed against proposer in the past five years which is related to the services the proposer provides in the regular course of business. The Summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved;
 - 5. Evidence or statement of ability to provide required insurance coverages;
 - 6. If proposer is a corporation, copy of certification from Florida Secretary of State verifying proposer's corporate status and good standing and, if proposer is a non-Florida corporation, evidence of authority to do business in Florida;
 - 7. Statement of whether proposer is a minority business enterprise;
 - 8. Completed Drug-Free Workplace Form (recommended);
 - 9. Non-Collusion Affidavit;
 - 10. Copies of any licenses or certifications required to perform the services contemplated in this RFP; and
 - 11. Any other information that is required to be provided pursuant to this RFP and is applicable to proposer.

RP-08 DRUG FREE WORKPLACE: Levy County is a Drug Free Workplace. It is strongly suggested that the attached Drug Free Workplace Form be signed and returned to this office with the proposal.

RP-09 PUBLIC ENTITY CRIMES STATEMENT/NO COLLUSION/CONFLICTS/SCRUTINIZED COMPANIES/EXCLUSION:

- A. PUBLIC ENTITY CRIMES STATEMENT:** A proposer shall comply with the following statement: In accordance with section 287.133(2)(a), Fla. Stat., "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Fla. Stat., for Category two, for a period of 36 months from the date of being placed on the convicted vendor list."
- B. NO COLLUSION:** With the submittal of a proposal in response to this RFP, a proposer certifies that he/she has not divulged, discussed or compared his/her/its competitive proposal with another proposer and has not colluded with any other proposer or party to this RFP whatsoever. Any proposer must execute the attached Non-Collusion Affidavit and submit it with the response to this RFP. If it is discovered that collusion exists among any proposer, the responses of all participants in such collusion will be rejected and no participants in collusion will be considered in future selection processes for the same work.
- C. CONFLICTS OF INTEREST:** The award of any agreement pursuant to this RFP is subject to the provisions of Chapter 112, Fla. Stat. All proposals must disclose the name of any officer, director or agent who is an employee of the County, or who is a relative of any of the Board of County Commissioners or any member of a selection committee for this RFP. Further, all proposals must disclose the name of any County employee who owns, directly or indirectly, an interest in the proposer's firm or any of its branches. A proposer is required to complete and submit the attached Conflict of Interest Disclosure Statement with its proposal. In addition, by the act of submitting a proposal, a proposer confirms that it has not provided any assistance or information to County or any County employee for the drafting of this RFP or the Scope of Work.
- D. SCRUTINIZED COMPANIES AND OTHER PROHIBITED ENTITIES OR ACTIVITIES:** Any proposer that submits a proposal in response to this RFP certifies that is not ineligible to submit a bid or proposal for, or enter into a contract or renewal thereof, with any local government entity as a result of the application of Section 287.135, Fla. Stat., to such proposer. In addition, any proposer that submits a proposal under this RFP that may result in compensation of \$1,000,000 or more, if such proposer is the successful proposer in any contract awarded pursuant to this RFP, shall be deemed to have also submitted with such proposal a certification that the proposer is not on the Scrutinized Companies with Activities in Sudan List, is not on the Scrutinized Companies with Activities in the Iran Petroleum Sector List, and does not have business operations in Cuba or Syria, and is not participating in a boycott of Israel, as required by Section

287.135(5), Fla. Stat. In addition, any contract that may be awarded pursuant to this RFP in the amount of \$1,000,000 or more, by this reference, allows for termination of such contract, at the option of the County, if the successful proposer/Contractor is found to have submitted a false certification with the submission of its proposal.

RP-10 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE: The County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the Regulations of the Department of Commerce issued pursuant to such Act, hereby notifies all proposers that it will affirmatively ensure that in any agreement entered into pursuant to this RFP, minority business enterprises will be afforded full opportunity to submit responses to this RFP and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

All proposers are hereby notified that the Contractor must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, Levy County Resolution 2011-59, all as the same may be amended. Specifically, but not by way of limitation, by submitting a proposal, the Contractor agrees that:

- No person shall, on the grounds of race, color, sex, religion, age, disability, national origin, genetics or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through an agreement entered into as a result of the RFP and the proposal submitted.
- Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin, genetics or marital status. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause.
- Contractor will, in all solicitation or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age disability, national origin, genetics or marital status.
- County may require Contractor to submit reports as may be necessary to indicate non-discrimination. County officials will be permitted access to Contractor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

RP-11 COMPLIANCE WITH LAWS:

- A. The successful proposer/contractor shall comply with all federal, state, and local statutes, laws, ordinances, rules and regulations in the performance of its obligations

under any agreement entered into as a result of this RFP. Specifically, but not by way of limitation, all applicable provisions of Article VI, Chapter 2, Levy County Code, are incorporated herein as if the same were set out at length.

- B.** Notwithstanding any other provision in this RFP or any agreement resulting from this RFP to the contrary, in the event that any services to be provided by the contractor are or may be funded by state or federal funds, or are or may be subject to reimbursement from state or federal funds, the applicable provisions of 2 CFR 200 and sections 2-207 and 2-208, Levy County Code, apply to this RFP and any resulting agreement.
- C.** In addition to compliance with any other laws required by this agreement, the successful proposer/contractor shall comply with the public records laws of the State of Florida contained in Chapter 119, Fla. Stat., as the same may be amended. Failure to comply with the provisions of this subsection shall constitute a substantial failure to perform on the part of the successful proposer/contractor in accordance with the terms of any agreement entered into as a result of this RFP. Specifically, but not by way of limitation, the successful proposer/contractor shall:
 - i.** Keep and maintain public records required by County to perform the service;
 - ii.** Upon request by County's custodian of public records, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - iii.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirement are not disclosed except as authorized by law for the duration of the term of any agreement entered into as a result of this RFP and following completion of the services to be provided by the successful proposer/contractor under any such agreement if the successful proposer/contractor does not transfer the records to County; and
 - iv.** Upon completion of the services to be provided under any agreement entered into as a result of this RFP, transfer, at no cost, to County all public records in possession of the successful proposer/contractor or keep and maintain public records required by County to perform the services. If the successful proposer/contractor transfers all public records to County upon completion of the services, the successful proposer/contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the successful proposer/contractor keeps and maintains public records upon completion of the services, the successful proposer/contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

The definitions contained in Chapter 119, Fla. Stat., apply to terms used in this section unless alternate or more specific definitions for any such terms are provided in this RFP.

For purposes of this RFP, the term “custodian of public records” shall mean the County Coordinator of County, or his/her designee.

IF THE SUCCESSFUL PROPOSER/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL PROPOSER’S/CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

TELEPHONE: (352) 486-5218

EMAIL: LEVYBOCC@LEVYCOUNTY.ORG

MAILING ADDRESS: P.O. BOX 310, BRONSON, FL 32621

RP-12 RESERVED RIGHTS: The County reserves the right to accept or reject any and/or all proposals to this RFP, to accept all or any part of a proposal, to re-advertise this RFP, to postpone or cancel this RFP process, to change or modify the RFP schedule at any time, to waive irregularities and technicalities, and to request resubmission. Any sole response received may or may not be reject by the County, depending on available competition and timely needs of the County. The County shall be the sole judge of the proposals and the resulting agreement that is in its best interest, and its decision shall be final.

The County, in its sole discretion, may expand the Scope of Work described in this RFP to include additional requirements. The County reserves the right to investigate any proposer as it deems necessary to determine the ability of any proposer to perform the work or services requested. Any proposer, upon request, shall provide information the County deems necessary in order to make a determination.

RP-13 AGREEMENT TERM/CANCELLATION/FEES/RATES APPLICABLE: The initial term for any agreement entered into between the County and a successful proposer shall commence upon final approval of the agreement by the Board of County Commissioners and shall be for a three (3) year term. The County reserves the right to extend the original agreement for up to three (3) additional one (1) year terms or one three (3) year term for a cumulative total of six (6) years. The County will notify the contractor of its intent to extend the original agreement for an additional term prior to the expiration of the then-applicable term. The County Coordinator will have the authority to extend the original term on behalf of the County and to notify the contractor of the County’s intent to extend the original term. The County shall have the right to unilaterally cancel, terminate or suspend any agreement entered into as a result of this RFP and proposals submitted thereto, in whole or in part, by providing the successful proposer thirty (30) days’ written notice by certified mail of such termination.

Fees/rates quoted in the proposal shall remain fixed for the first year of the first three year term. A proposer must indicate in its proposal any annual or periodic increases in its fees/rates

in percentage value or set amount. The annual or periodic increases set forth in the successful proposer's proposal will be automatically applied for each successive year of the agreement, as applicable.

RP-14 PAYMENT: Request for payment under any agreement must be submitted to the Director of LCEM (herein "Director") on a form approved by the County in accordance with the agreement entered into between the County and the Contractor. Price shall be net and all invoices will be subject to and payable according to the Florida Local Government Prompt Payment Act (sections 218.70 through 218.80, Fla. Stat.).

RP-15 PERFORMANCE EVALUATION: At the end of any agreement entered into as a result of this RFP and the proposals, the County Department receiving the services from the Contractor may evaluate the Contractors' performance. This evaluation will become public record.

RP-16 INSURANCE REQUIREMENTS: Prior to entering into an agreement with the County, Contractor shall, at its sole cost and expense, procure and maintain throughout the term of the agreement, insurance policies in coverages and limits required below, or to the extent and in such amounts as required and authorized by Florida law. In addition, for those policies that are allowed by law to carry an additional named insured, Contractor will provide declarations pages from policies or insurance policies (or other similar evidence) of insurance executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, listing coverages and limits, expirations dates, terms of policies and all endorsements, and shall include the RFP/Project Name, and naming "Levy County, a political subdivision of the State of Florida, its elected officials, officers, employees, agents, and volunteers," as a named, additional insured, as well as furnishing County with a certified copy, or copies, of said insurance policies. In addition, each policy required below shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverages or limits, written notice thereof shall be given to County. Any and all deductibles to any insurance policy shall be the responsibility of the Contractor. Said insurance coverages procured by Contractor as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to County, and that any other insurance, or self-insurance available to County shall be considered secondary to, or in excess of, the insurance coverage(s) procured by County as required herein.

Nothing herein shall be construed to extend County's liability beyond that provided in section 768.28, Fla. Stat.

Coverages and limits for the insurance required herein shall be as follows:

- A. Workers' Compensation:** Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.

- B. Public Liability Insurance:** Policy must include bodily injury and property damage, Combined Single Limits (CSL) of \$300,000 minimum.
- C. Commercial General Liability – Occurrence Form Required:** (Contractor/Vendor) shall maintain commercial general liability (CGL) insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x,c,u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at \$100,000.
- D. Commercial Automobile Liability Insurance:** (Contractor/Vendor) shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

RP-17 INDEMNITY: A Contractor that may enter into an agreement as a result of this RFP shall defend, indemnify and hold harmless County and all of County's elected officials, officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor or its officers, agents or employees in performance or non-performance of its obligations under an agreement. Contractor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by County in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor of its liability and obligation to defend, hold harmless and indemnify County as set forth in this provision.

Nothing herein shall be construed to extend County's liability beyond that provided in section 768.28, Fla. Stat.

END OF PART I

PART II – SCOPE OF WORK

RP-18 PROJECT DESCRIPTION: The County is seeking an experienced and qualified individual or firm that clearly demonstrates the highest level of ability in providing federal and state disaster-related grant and public assistance services in the event of a hurricane or other disaster.

RP-19 QUALIFICATIONS

- A. All proposers must demonstrate that they have successfully completed services for at least three other Florida government entities in the past as specified in the Scope of Work for a county of similar size.
- B. The proposer must provide copies of staff or sub-consultant training certifications related to the Scope of Work (a transcript of training certificates will be acceptable).
- C. The proposer must provide resumes of all their staff, contracted staff or sub-consultants proposed for services under a resulting agreement.
- D. The proposer must be experienced and knowledgeable in Federal Emergency Management Administration (FEMA) and insurance reimbursement rules and procedures. The proposer must demonstrate knowledge of state and federal environmental regulations and permitting agencies and identify any experience with local environmental or permitting agencies.
- E. Proposer’s project manager must have experience with FEMA, FHWA and other federal, state, or local programs to assist the County in its emergency response and recovery efforts.
- F. Preferred Qualifications: Proposers who have provided disaster related recovery services and have references located in the State of Florida for the work similar to that identified in this solicitation are preferred.

RP-20 PROJECT SCOPE OF WORK: The Scope of Work for any agreement that may result from this RFP will be as follows:

The successful proposer (sometimes referred to in this Project Scope of Work as “proposer”) will provide all services necessary to provide federal and state disaster-related grant and public assistance services for LCEM. These services shall include but not be limited to the following (Note: any capitalized terms in this Scope of Work will refer to those terms or forms as defined/used by FEMA, as the same may be amended, and as the context indicates. Any capitalized term also will include a term or form that has similar function or meaning as the FEMA term or form that may be used by agencies or entities other than FEMA):

1. The services require the proposer to stay current with the guidelines and regulations for the following:
 - a. Emergency Management Services
 - i. Preparedness Services
 - b. Disaster Financial Recovery
 - c. Federal Highway Administration (FHWA)

- d. Florida Department of Transportation (FDOT)
 - e. Natural Resources Conservation Services (NRCS)
 - f. Florida Department of Environmental Protection (FDEP)
 - g. Florida Fish and Wildlife Conservation Commission (FFWC)
 - h. U.S. Army Corp of Engineer (USACE)
 - i. Grant Program Services, including but not limited to:
 - i. Hazard Mitigation Grant Program
 - ii. Public Assistance Program
 - iii. Individual Assistance Program
 - iv. Community Development Block Grants/Disaster Recovery
 - v. Economic Development Administration (EDA) Grants
2. The proposer shall be experienced in and shall provide fiscal related disaster recovery and public assistance services in the event of a hurricane or other disaster.
 3. The goal of the services for the Project is for the recovery of every eligible cost that is reimbursable to the County. The proposer shall provide services for all phases of emergency management, including but not limited to emergency management activation support, emergency preparedness services including planning, training and exercises, tracking emergency and disaster related expenses for reimbursement requests, maintaining appropriate documentation and providing strategic planning for recovery through all the phases of a disaster which may include providing staff to fill roles of the Finance Section within the NIMS/ICS structure.
 4. The proposer shall assemble, direct, and manage a workforce that can be assembled and deployed within 48 hours of an event and remain accessible through the event closeout, appeals and audit process.
 5. The proposer must be self-starting, must not need to be micro-managed, and must advise the County of the timely tasks that need to be completed to be successful with an emergency event, operations and funding.
 6. The proposer should be an expert in the field for the Project and should be able to make, and shall make recommendations based on their knowledge, skills and experience from past, similar activations.
 7. The proposer's workforce will be utilized for the required work period only and phased in and out depending on the needs for that stage of the event. The proposer must have and demonstrate that it has a working knowledge of all applicable grant award eligibility criteria, including but not limited to, 44 CFR, 2 CFR Part 200 (also referred to as "Super Circular"), FEMA Guidelines, FEMA DAP 9500 series, FEMA 428 Alternative Public Assistance Program projects, Hurricane Sandy Recovery Improvement Act of 2013, Housing and Urban Development (HUD) regulations, Federal Highway Administration-Emergency Response (FHWA-ER) regulations, and any other applicable local, state, federal laws, ordinances, statutes, regulations, or requirements.
 8. The proposer shall be responsible for assisting the County in emergency planning, disaster recovery, hazard mitigation activities, and the closeout/audit process(es) that

are inclusive of, but not limited to, managing and monitoring flooding mitigation efforts, development, preparation and implementation of Project Worksheets for category A-G projects and donated resources, detailed damage inspection reports, preparing Unified Hazard Mitigation Grant Program (HGMP) applications, updating the Local Mitigation Strategy (LMS) and other emergency management plans, assist with management of acquisition projects, monitor construction projects, prepare and review design documents, consult with agencies to assure compliance with Federal programs as well as other applicable recovery and mitigation activities.

9. The proposer will provide project management services at a negotiated price when federal funds are awarded. In addition to having knowledge and experience in federal grant elements, the proposer shall also have the ability and experience in conducting federal and State of Florida agency consultations, review of construction (engineering) plans, preparation of project worksheets, detailed damage inspections reports and grant closeouts.
10. The proposer shall have demonstrated experience and expertise, and shall employ such experience and expertise in the performance of services, in the public facilitation process to assist the public in meaningful participation in disaster recovery programs such as Community Development Block Grants (CDBG) and the Unified HMGP process. The proposer should have and use the skills and experience in successful public outreach and participation techniques, to include facilitating and conducting public workshops, individual and group meetings with interested homeowners, acting as a liaison with State and Federal officials, reporting at Board of County Commission meetings and presenting information as needed. The proposer will provide staff members and/or sub-consultants with experience and qualifications in grant management and engineering design review, and Federal and State regulatory compliance.
11. The proposer shall work cooperatively with any other contractors, consultants, or subcontractors hired by the County to perform event-related services other than those contained in this Scope of Work. In the event of any issues or concerns with any other such contractors, consultants or subcontractors hired by County for an event, the proposer will keep the Director of LCEM informed of such issues or concerns, and will work to resolution of such issues or concerns in a manner most advantageous to County.
12. ACTIVATION – When a major event occurs or is imminent, the County will contact the proposer to advise it of the intent to activate the agreement pursuant to this RFP. Tracking of event related expenses will begin when preparation for an imminent hurricane strike, emergency event and/or other natural disaster begins. The proposer should be prepared to respond immediately after they are notified of a disaster event or an imminent event but shall not deploy without written notification from the County.
13. Written notification will allow the contractor to begin pre-storm preparations and allow the immediate response once the recovery phase begins. The proposer shall have a

maximum of 48 hours from delivery of notification by the County to mobilize and initiate its response. Notification to the proposer will be made in writing via email and via telephone.

14. The proposer and any of its subcontractors will provide staff that are qualified to meet all of the County's Emergency Management and Grant Program Service needs including, but not limited to, the following:

- a. **Federal Grant Assistance:** Services will consist of providing staff with working knowledge of roads and bridges, utility infrastructure, debris monitoring, removal and disposal, environmental and historic compliance, insurance, cost estimating, appeals and audits, fire management, and community resiliency/sustainability. The selected proposer shall have individuals with experience in support of disaster damage assessment and assistance programs of FEMA and other State and Federal organizations. This includes, but is not limited to, demonstrated experience with the following federal programs:
 - i. Public Assistance (PA)
 - ii. Public Assistance Alternate Procedures (PAAP)
 - iii. Individual Assistance Program
 - iv. Hazard Mitigation Grant Program (HMGP)
 - v. Federal Highway Administration-Emergency Relief (FHWA-ER)
 - vi. Fire Management Assistance Grant program (FMAG)
 - vii. Community Development Block Grant (CDBG) and CDBG-Disaster Recovery (CDBG-DR)
 - viii. Economic Development Administration (EDA)
 - ix. United States Department of Agriculture (USDA)
 - x. USDA National Resources Conservation Service (NRCS)
 - xi. United State Small Business Administration (SBA)
- b. **Development/Revision of Plans and Training:** The proposer may be responsible for the revision of existing plans, policies, and procedures or the development of new policies, plans or procedures directly or indirectly related to Emergency Management and providing training to County staff on the plans, if directed to do so by the Director of LCEM. This includes reviewing County procurement policies to ensure grant eligibility. Additionally, plans should be evaluated in compliance with Emergency Management Assistance Grant Program standards to ensure that best practices and industry standards are being applied.
- c. **Documentation and Reporting:** The proposer is responsible for providing damage assessment and gathering supporting documentation for grant eligible projects and completing documentation required for grant reimbursement. Such responsibility includes, but is not limited to, processing Requests for Reimbursements, preparing Summaries of Documentation, preparing quarterly reports, performing small project validation, performing project (sub grant) development through closeout activities, assisting with hazard mitigation

application development, and assisting with, requires for final inspection, tracking and compiling Direct Administrative Costs (DAC) for reimbursement, and preparing support documentation for audits or appeals.

- d. **Conducting Exercises:** The proposer should be able to coordinate the participation in the workshops, seminars, tabletop, functional exercises, drills and full-scale exercises at least annually to show specific preparation activities. The proposer will provide important training and practice for prevention, vulnerability reduction, response, and recovery capabilities. The proposer will assess the exercise performance and provide professional evaluation through the After Action Report/Improvement Report.
 - e. **Electronic Clearinghouse for Direct Administrative Cost (DAC), Documentation, Data and Requests:** The proposer shall provide and maintain all documentation, relevant data and funds associated with eligibility within multiple grant sources, and the costs associated with administering the various programs. In accordance with generally accepted accounting procedures and practices and C.F.R. chapters 44 and 2 (also known as the Super Circular), which sufficiently and properly reflect all revenues and expenditures of funds provided by grant sources, have the capability to demonstrate direct connectivity with state-level electronic management systems. The proposer shall track and monitor DAC for all projects to ensure costs remain within approved limits and provide status reporting to the County as requested.
 - f. **EOC Support:** The proposer should be able to provide personnel at the County emergency operations center (“EOC”) and/or other EOCs to fill positions such as, but not limited to, the Procurement Unit Leader, Deputy Finance Section Chief, Cost Unit Leader, Claim Unit Leader, Time Unit Leader, and Compensation Claims Unit Leader, Assistant Public Assistance Officer, Stafford Act Unit Leader, 2 CFR 200 Technical Specialist and support staff for all units listed in this section.
 - g. **Public Assistance Support:** The proposer shall provide lead and/or support staff as requested by the Director of LCEM which will be assigned by Public Assistance Category types A-G to individual branches, departments and/or divisions at the County as needed.
 - h. **Closeout, Appeals and Audit Process:** The proposer shall continue services, unless otherwise notified, until the event has been closed out and all local, state, and general audits have been completed. This also includes providing technical assistance with project appeals.
15. Additionally, the proposer should be able to meet all of the County’s needs and provide services including, but not limited to, the following:
- a. **Damage Assessment:** Deployment of a disaster response team to assist with identifying, documenting and quantifying disaster related damages. Provide Project Worksheets and detailed Damage Inspection Reports, as required.

- b. **Eligibility Consultation:** Assessment of damaged inventory to determine primary and secondary funding sources for repairs. Make project eligibility determinations, research and maintain documentation to support eligibility. Review of 214 Forms completed by County staff to determine completeness and eligibility.
- c. **Review:** Architectural/engineering plans, soil tests, foundation designs, construction details, elevations certificates, flood maps and other specifications for elevation projects.
- d. **Project Ranking:** Review of damage inventory or mitigation projects to assign priorities to projects based on urgency and benefit.
- e. **Pre-Construction Assessment:** Review architectural/engineering plans, soil tests, foundation designs, construction details, elevations certificates, flood maps, environmental assessments and other services for projects. Conduct pre-construction planning for compliance with building codes and coordinate with the planning department for any specialized design issues.
- f. **Financial Advisory:** Assist County with matching local cost share requirements to funding sources.
- g. **Cash Flow Management:** Develop cash based budget tools to assist with managing payment obligations relative to receiving proceeds.
- h. **Benefit Cost Analysis:** Utilize industry recognized benefit and costing processes to accurately quantify the value of funding projects and initiatives.
- i. **Feasibility and Effectiveness Studies:** Develop studies to demonstrate the practicality of a repair or mitigation project including the sufficiency of protection offered by the project.
- j. **Site Survey and Legal Description Review:** Gather necessary parcel information to confirm that acquisition and relocation projects are carried out legally.
- k. **Appraisal and Valuation Services:** Develop replacement cost and market value assessments to serve as the basis of award for grant applications.
- l. **Data Management:** Implement data management system to ensure that grant related data is gathered and stored in a manner that meets grant application and reporting requirements.
- m. **Document Management:** Implement document management tool to provide web-based, point and click document storage and viewing.
- n. **Grant Application Development:** Compile, assemble and organize required documentation for applications to grant programs.
- o. **Coordination:** Provide coordination with the State and Federal Agencies, as needed.
- p. **Contractor Invoice Reconciliation:** Reconcile contractor requests for payment with substantiating field documents as required for grant funding sources.
- q. **Compile Reporting:** Compile, assemble and organize statistics, project progress and metrics.

- r. **Project Scoping:** Develop scopes of work that achieve grant recipient objectives while satisfying funding and regulatory requirements of federal, state and local agencies.
- s. **Review:** Review all procurement related to event to ensure state and federal compliance.
- t. **Insurance Adjusting/Subrogation:** Coordinate insurance adjustments inspections. Gather and review insurance policies, claims, denial letters and settlements in order to ensure non-duplication of benefits of an insured loss.
- u. **Eligibility Appeals:** During instances of funding de-obligations, drafting of compelling appeals for funding deficiencies.
- v. **Closeout/Reporting:** Provide final reconciliation of expenditures to grant funding applications and award documents. The proposer will be responsible for preparing and ensuring that all closeout paperwork is properly submitted to the appropriate agencies throughout the life of the events/projects as required. Prepare Project Worksheet closeout packages.
- w. **Report Preparation:** Prepare reports for submission to FEMA and/or other federal and state agencies for reimbursement. Develop and submit quarterly progress reports to the County and State for all state and federal grant reporting requirements. Provide in-progress reviews as required to keep the County informed on project progress.
- x. **Reimbursement Consulting:** Instruct the County on the requirements in order to obtain FEMA and/or other federal or state agency reimbursement.
- y. **Record Management:** Keep and maintain the necessary records, documents, pictures, and all other data required in order to obtain reimbursement from FEMA and/or other federal and state agencies.
- z. **Establishment of Maintenance of Accounting Records:** Records of cost incurred under the terms of this agreement shall be maintained and made available upon request at all times during this agreement and for five years after the event closeout. Records of costs incurred, proposers accounting records, project records, together with supporting documentation and records of all subcontractors performing work on the project and all other records of the proposer and subcontractors as required by the funding agency and as needed for a proper audit of costs.
- aa. **Documentation of Project Costs:** All costs charged to an event or project shall be supported by properly executed payrolls, time records, invoices, contracts, purchase orders or vouchers and any other documentation itemizing proper details of the charges.
- bb. **Inspections:** The proposer and County's authorized representatives shall permit authorized agents of FEMA/FHWA or other funding agencies to inspect all work, workmanship, materials, payrolls and records and to audit the books, records and accounts pertaining to financing and development of the project.

- cc. **Comprehensive Mitigation Programs:** The proposer shall include development of or update to mitigation plan(s) or other emergency management plans, if requested by the Director of LCEM. Assist with integrating mitigation actions into the recovery process, specifically with the use of Section 404 and 406 hazard mitigation funds including 406 Appendix A.
 - dd. Work with homeowners and County staff to prepare timely Hazard Mitigation Grant Program (HMGP) grant applications
 - i. Conduct public and individual outreach campaigns/meetings to assist homeowners with the program requirements;
 - ii. Prepare project Scope of Work and budgets;
 - iii. Comply with all grant program mandates and documentation requirements;
 - iv. Conduct financial tracking of program funds and homeowner payments;
 - v. Inspect construction for compliance with program requirements and to approve milestone payment requests from contractors;
 - vi. Conduct contract closing between homeowner's, contractors, and the County;
 - vii. Reporting at Board of County Commission meetings and presenting information as needed.
 - ee. **Tallahassee Representative:** If the need arises, this position will be at least an Assistant Project Manager level position and may be activated to be at meetings in Tallahassee to listen and report out to the County on issues that are in the County's best interest. This position will be based on an eight (8) hour day and work hours will be flexible based on the schedule of meetings and/or conference calls.
 - ff. **Other Services:** Other services as may be required by the County or the funding agency.
16. FEMA Super circular 2CFR Chapter II, Part 200 et. al.: The proposer must provide compliance with FEMA Super Circular "2CFR Chapter II, Part 200 et.-al." and any future amendments. Links to the current FEMA Super Circular are below:
- a. <https://www.govinfo.gov/content/pkg/FR-2013-12-26/pdf/2013-30465.pdf>
 - b. https://www.ecfr.gov/cgi-bin/text-idx?SID=3a51bbc734fa96db2a531dc464b71b90&mc=true&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
18. The County finds that a time and materials contract is the only suitable method to contract for the Scope of Work for any event for which the County may need the services set out herein. As such, this RFP and any resulting agreement will be structured for payment based on hourly rates of the successful proposer's personnel plus direct costs (time and materials). In the provision of services by the successful proposer for

any event, the not to exceed amount the County will pay for the successful proposer's hourly rates and direct costs will be One Hundred Thousand Dollars (\$100,000).

END OF PART II

PART III – PROPOSAL FORMAT & EVALUATION METHOD

RP-21 RULES FOR PROPOSALS:

- A. The proposal must be from a firm or individual licensed or authorized to provide all the required services in the State of Florida. The proposal must name all persons or entities interested in the proposal as principals. The proposal must contain all the information required to be included in this RFP. Failure to accurately address required items as outlined in this RFP may be reason to disqualify the proposal.
- B. Any questions regarding the Project or a proposal shall be directed to the Procurement Coordinator or her designated representative for a response. There shall not be any contact between a potential proposer, proposer, or a representative of either of them and any member of the Professional Services Committee or the Board regarding this RFP, the Project or a proposal. In the event of any such contact between a potential proposer, proposer, or representative of either of them, any proposal submitted by the entity or its representative who made such contact may be disqualified from consideration.
- C. The Professional Services Committee will consider all responsive proposals based on a review of the proposals in light of the weighted criteria set out in RP-22. The Professional Services Committee will rank the proposals based on its review, in order of the highest score to the lowest score, 100 being the highest. The Professional Services Committee may conduct discussions with or may require presentations/interviews with the top three (3) highest ranked proposers (unless fewer than three proposals are received) and submit its final proposed ranking to the Board. The Professional Services Committee reserves the right to include in the proposed ranking as few of the proposals as it deems to be in the County's interests. The Board will consider the recommendation of the Professional Services Committee and may take that recommendation and authorize negotiation of an agreement with the successful proposer without further review of the proposals or without conducting its own presentations/interviews of the proposers. At its option, the Board may consider the proposals based on the Board's review of the proposals in light of the weighted criteria set out in RP-22 and separately rank the proposals based on its review, in order of the highest score to the lowest score, 100 being the highest. The Board may then conduct its own presentations/interviews with the top three (3) highest ranked proposers and then make the final ranking and decision. The Board reserves the right to conduct its ranking based on proposals alone and waive presentation/interviews. The Board reserves the right to reject any proposal, or any part of a proposal, reject all proposals, to waive any irregularities in any proposals, and to award an agreement as deemed to be in the best interests of the County. The County shall be the sole judge as to the merits of a proposal and of any presentation/interview, and any agreement resulting from this RFP. The County's decisions in rankings and agreement award will be final.

RP-22 PROPOSAL FORMAT AND EVALUATION CRITERIA/METHOD: Each interested proposer's proposal shall not exceed fifty (50) 8 ½" x 11" single-sided pages and shall include all required forms and information. In determining the overall quality and completeness of the proposal, document presentation, organization, and format will be taken into account. Proposals should be organized in the following format listing of criteria A. through G. If any particular criterion below is not applicable, or if the proposer has no information to provide in response to the criteria category, the proposer shall indicate that it has no response to that particular criterion. The proposals will be evaluated based on the information submitted regarding the following criteria:

- A. **Statement of Interest and Introduction (Total Possible Points 5):** The proposer shall provide a letter, on letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal. The letter shall include a disclosure of any potential conflict of interest that the proposer may have due to other clients, contracts or property interests in this project.
- B. **Project Understanding and Approach (Total Possible Points 20):** The proposer shall describe their understanding of the project scope and requirements necessary for proper completion of the work proposed. Provide a narrative explaining your approach and fully describe any work to be performed by the County and/or County Staff.
- C. **Project Team and Past Experience (Total Possible Points 20):** The proposer should list in detail the members of their project team and the expertise each will bring to the project. Explain the organizational structure of the company and sub-consultant(s) or any subsidiary companies comprising the proposer's team. Any change in the team members after the contract award must be approved by the County. Proposers shall also provide a list of experience for the past three (3) years for work of similar size and scope. Information provided for each client shall include the following:
- Client name, project manager name, address, telephone number and email address.
 - Description of project or services.
 - Time period of the project or contract.

Failure to provide complete and accurate client information, as specified herein, may result in disqualification you your proposal.

- D. **Location and Workload (Total Possible Points 15):** The proposer should describe how the location of their project team may benefit the County as it specifically relates to the completion of the project. Provide a synopsis of the proposer's current workload and how it will or will not affect the project. Provide information on other contracts for similar work the proposer has in place that may impact the performance of work related to this solicitation. Additionally, the proposer shall provide a preliminary design and permitting schedule (timeline).

- E. **Quality/Cost Controls (Total Possible Points 15):** The proposer should describe the steps they would propose to control the quality and cost of the project. In the event of undesirable or unacceptable work product:
- What actions would you take to remedy these conditions in a timely manner?
 - What steps will the proposer take to ensure that the project is completed in a timely manner?
 - Describe what steps the proposer will take to provide cost effective design solutions.
- F. **Pricing (Total Possible Points 20):** The proposer shall provide the Pricing Form (Attachment A) attached to this RFP. NOTE: The County reserves the right to further negotiate fees with the selected proposer.
- G. **Forms (Total Possible Points 5):** All required forms and documents that are not included in one of the other sections should be included in this section.

RP-23 ANTICIPATED SCHEDULE: The County has established a schedule for submitting proposals and for completing the ultimate selection of a proposer to provide the requested services. It will be incumbent on each proposer to understand the importance of adhering to this published schedule. The County, however, reserves the right to amend the dates, and to elect to interview proposers at any time (with reasonable notice), and to elect to choose a select number of proposers from which to request additional information in order to make the best selection in the interests of the County.

SCHEDULE	DATE/TIME
County advertises for request for proposals	4/30/20, 5/7/20
Proposals due date	5/15/20, 2:00 P.M.
Professional Services Committee evaluates proposals and prepares short lists for public presentation/interviews – if any	5/20/20
Public presentation/interviews with Professional Services Committee – if any	(TBD)
Board Approval of Selection and Award	(TBD)

END OF PART III

PART IV – REQUIRED AND OPTIONAL FORMS
(Forms begin on following page)

**ATTACHMENT A
PRICING FORM**

Proposers shall include a copy or recreate the table of the Pricing Form for Disaster Related Recovery Services referenced below in section F of their response. All proposers will be assessed for section F responses based on items 1-15 and 17-20 of the pricing form. It is understood that proposers may propose additional positions and they shall include them, line-by-line, in their pricing form in section F of their response. Only items 1-15 will be used to determine costs objectively by the Board and all proposers must submit costs for items 1-15.

THE STANDARD HOURLY RATES SHALL INCLUDE DIRECT AND INDIRECT SALARY COSTS, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN & PROFIT. THEY DO NOT INCLUDE DIRECT EXPENSES.

ITEM #	RATE SCHEDULE	STANDARD HOURLY RATE
	POSITION	
1	Program Manager Primary point-of-contact to the County and overall responsible for the Contractor Services and personnel.	\$
2	Project Manager Responsible for managing team, developing project plan, manages the projects, provides budget and communicates project status to the County.	\$
3	Asst. Project Manager Supports Project Manager, responsible for researching policy, DAC oversight, and other technical support as needed.	\$
4	Field Operations Specialist Responsible for all field operations, damage assessments, site visits, inspections, contract monitoring, bid packages, etc.	\$
5	Administrative Support Responsible for tracking, verifying and entering data and digitizing source documentation.	\$
6	GIS Specialist Responsible for coordination of GIS application with County GIS staff.	\$
7	Senior Fiscal Recovery Specialist Responsible for the Financial Recovery Assistance portion of the project, eligibility and validation of expenses.	\$
8	DAC Specialist	\$

	Provides support to attribute, track and monitor all Direct Administrative Costs by site and project.	
9	Subject Matters Experts (SME) SME, phase in as needed to provide specialized services. Examples include but are not limited to: Mitigation, CDBG-DR, Appeals, Grant Writing and Project Worksheet Development.	\$
10	Incident Management Team (IMT)/EOC Finance Section/Unit Lead Positions These positions would take management or supervisory roles in the following IMT/EOC positions: Financial Section Chief, Cost Unit Leader, Comp/Claims Unit Leader, and Procurement Unit Leader.	\$
11	IMT/EOC Finance Section/Unit Support Staff These positions provide support to the management and supervisors in #10 above. Skills should include data entry, basic accounting, clerical, etc. to support financial documentation of the incident.	\$
12	Engineer(s) This position requires experience evaluating damaged infrastructure and damage to facilities to back up county finding and then formulate Project Worksheets to include damages, a scope of work and cost estimate for repair or replacement of infrastructure.	\$
13	Environmental Specialist This position requires experience in Federal laws and Executive Orders including but not limited to: Clean Air Act, Clean Water Act, RCRA, ESA, CBRA, NHPA, Floodplain Management, Wetland Protection and Environmental Justice as it impacts the incident in response mode as well as financial recovery.	\$
14	NRCS Specialist This position will have knowledge and experience of working with the USDA Natural Resources Conservation Service. This position will advise and possibly represent the County on issues that surround NRCS' jurisdiction including but not limited to debris in waterways.	\$
15	Tallahassee Representative If the need arises, this position will be at least an Assistant Project Manager level position and may be activated to be at meetings in Tallahassee to listen and report out to the County on issues that are in the County's best interest. This position will be based on an eight (8) hour day and	\$

	work hours will be flexible based on the schedule of meetings and/or conference calls.	
TOTAL	Total Cost for Positions 1-15	\$
16	Other positions (list each additional position on a separate line).	\$

Proposed time frame for increases in above hourly rates (if any):

Annual _____

Other _____

Proposed amount for increases in above hourly rates (if any):

Percentage _____

Other (describe) _____

Proposer shall provide fully loaded rates for potential expenses listed below. These rates shall be all inclusive of all direct and indirect costs, relieving the County of any additional fees or charges for these services.

ITEM #	DESCRIPTION *	UNIT OF MEASURE	PRICE PER UNIT OF MEASURE
17	Aerial Photo Package (one flight and one photograph)	EACH	\$
18	Photograph Copies (per duplication of original photo)	EACH	\$
19	Additional Photographs (per photo, same flight, same location, different view)	EACH	\$
20	Additional Location (one photo, same flight, different location)	EACH	\$

NOTE: Any travel expenses must be invoiced and will be paid in accordance with the limitations and provisions of Section 112.061(14), Fla. Stat., and Levy County Resolution 2005-16, as amended by Resolution 2006-35 and Resolution 2013-09.

Proposed time frame for increases in above expenses (if any):

Annual _____

Other _____

Proposed amount for increases in above expenses (if any):

Percentage _____

Other (describe – attach additional sheet if necessary) _____

Authorized Signature

Printed Name & Title

Company

Date

Address

City, State, Zip Code

Phone Number

Email Address

**REQUEST FOR PROPOSALS RFP_2020_005
FOR DISASTER – RELATED RECOVERY SERVICES**

PROPOSAL SIGNATURE FORM

The undersigned attests to his/her authority to submit this proposal and to bind the entity/firm herein named to perform in accordance with an agreement entered into with the County, if the entity/firm is awarded the agreement by the County. The undersigned further certifies that he/she has read the entire Request for Proposals package, and any other documentation relating to the Request for Proposals, and that this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

Type of Organization (please check one):

- INDIVIDUAL
- PARTNERSHIP
- CORPORATION
- JOINT VENTURE
- LLC

Firm Name: _____

Home Office Address: _____

City, State, Zip: _____

Address (Servicing Levy County if Different from Above): _____

Name/Title of Levy County Rep: _____

Telephone: _____ Fax: _____

Signature: _____ Date: _____

Is Proposer a small or minority business, women’s business enterprise, or labor surplus area firm?
_____ No _____ Yes (if Yes, circle which is applicable)

As Addenda are considered binding as if contained in the original Request for Proposals, it is critical each proposer acknowledge receipt of same. The submittal may be considered void if receipt of addendum is not acknowledged.

Receipt of Addenda Acknowledged:

Addendum No. _____ Dated _____

Signature _____

Addendum No. _____ Dated _____

Signature _____

Addendum No. _____ Dated _____

Signature _____

DRUG FREE WORKPLACE FORM

The undersigned Proposer in accordance with Section 287.087, Florida Statutes hereby certifies that the Proposer _____ (name of firm or individual) does:

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

NAME OF PROPOSER:

Signature: _____

Title: _____

Date: _____

NON-COLLUSION AFFIDAVIT

I, _____ of the County of _____

According to law on my oath, and under penalty of perjury, depose and say that:

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

Signature of Proposer Representative

Date

STATE OF: _____

COUNTY OF: _____

Sworn to (or affirmed) and subscribed before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 2020, by _____, _____ of _____, who () is personally known to me or () provided _____ as proof of identification.

NOTARY PUBLIC

My Commission Expires: _____

CONFLICT OF INTEREST DISCLOSURE STATEMENT

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposals or bids whether any officer, director, employee or agent is also an officer or an employee of the Board of County Commissioners. All proposers must disclose whether any officer, partner, director or proprietor is the spouse or child of one of the members of the Board of County Commissioners. All proposers must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches or affiliates. All proposers must also disclose the name of any employee, agent, lobbyist, previous employee of the Board, or other person, who has received or will receive compensation of any kind in connection with the response to this RFP. All proposers are also required to include a disclosure statement of any potential conflict of interest that the proposer may have due to other clients, contracts, or interest associated with the performance of services under this RFP and any resulting agreement. Use additional sheets if necessary.

Names of Officer, Director, Employee or Agent that is also an Employee of the Board:

Names of Officer, Partner, Director or Proprietor who is spouse or child of Board Member:

Names of County Officer or Employee that owns 5% or more in Proposer's firm:

Names of applicable person(s) who have received compensation:

Description of potential conflict(s) with other clients, contracts or interests:

None of the above applicable: _____

Signature: _____ Printed Name: _____

Proposer Name: _____

Date: _____

SAMPLE AGREEMENT BETWEEN LEVY COUNTY
AND
FOR
DISASTER-RELATED RECOVERY SERVICES

This Agreement is made and entered into by and between LEVY COUNTY, a political subdivision of the State of Florida, P.O. Box 310, Bronson, FL 32621 (hereinafter referred to as "County"), and _____, (hereinafter referred to as "_____" or the "Contractor") on this ____ day of _____, 2020.

WITNESSETH:

WHEREAS, County issued Request for Proposals RFP_2020_005 to be used for selection of a qualified individual or entity to provide federal and state disaster-related grant and public assistance services in the event of a hurricane or other disaster for Levy County Emergency Management Department (herein "LCEM")(herein "the RFP"), in accordance with applicable procurement policies and procedures; and

WHEREAS, _____ submitted a proposal in response to the RFP, and was subsequently selected by County as the company to provide services requested by the RFP; and

WHEREAS, County desires to acquire disaster-related recovery services from _____, and _____ desires to provide such services in accordance with the RFP, and _____'s proposal;

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, County and _____ agree as follows:

ARTICLE 1
INCORPORATION OF DOCUMENTS

1.1 The RFP, consisting of pages 1 through 48 and including RFP_2020_005, the Addendum to RFP_2020_005 dated _____, 2020, issued by County, the Proposal submitted by _____ dated _____, 2020, all filed with the Procurement Department of Levy County, are hereby specifically made part of this Agreement as if same had been set forth at length herein.

In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

- 1) This Agreement

- 2) RFP_2020_005, including and addenda issued thereto;
- 3) The Proposal submitted by _____ dated _____, 2020.

ARTICLE 2

_____’S DUTIES

2.1 _____ agrees to perform all the services and provide all the materials requested by the RFP, and described in the Scope of Work of the RFP. _____ shall perform all the services and provide all materials in strict accordance with the provisions contained herein. _____ shall perform all services under the Scope of Work in a professional, workmanlike manner, with such professional care, technical skill, ability and diligence as required of similar disaster-related recovery service professionals having the level of skill, expertise and specialized knowledge, as represented to County, both orally and in writing, to be possessed by _____.

2.2 _____ agrees to provide its services and materials in the times allowed for performance contained in the RFP and Proposal submitted by _____, or as otherwise provided by agreement between the County and the Contractor prior to the time services are to be performed by the Contractor in response to an event (as defined in the RFP). The County Coordinator will have the authority to agree to allowable time frames for services on behalf of the County.

2.3 Compliance with Laws

_____ shall comply with all federal, state and local statutes, laws, ordinances, resolutions, rules and regulations in the performance of its obligations under this Agreement.

2.4 Compliance with Chapter 119, Florida Statutes.

(a) In addition to compliance with any other laws as required by this Agreement, _____ shall comply with the public records laws of the State of Florida contained in Chapter 119, Florida Statutes, as the same may be amended. Failure to comply with the provision of this subsection shall constitute a substantial failure to perform on the part of _____ in accordance with the terms of this Agreement. Specifically, but not by way of limitation, _____ shall:

- (i) Keep and maintain public records by County to perform the service;
- (ii) Upon request by County’s custodian of public records, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the services to be provided by _____ under this Agreement if _____ does not transfer the records to County; and

(iv) Upon completion of the services to be provided under this Agreement, transfer, at no cost, to County all public records in possession of _____ or keep and maintain public records required by County to perform the services. If _____ transfers all public records to County upon completion of this Agreement, _____ shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If _____ keeps and maintains public records upon completion of this Agreement, _____ shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

(b) The definitions contained in Chapter 119, Florida Statutes, apply to terms used in this section, unless alternate or more specific definitions for any such terms are provided in this Agreement.

(c) For purposes of this Agreement, the term "custodian of public records" shall mean the County Coordinator of County or his/her designee.

(d) **IF _____ HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO _____ 'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

TELEPHONE: (352) 486-5218

EMAIL: LEVYBOCC@LEVYCOUNTY.ORG

MAILING ADDRESS: P.O. BOX 310, BRONSON, FL 32621

2.5. During the performance of this Agreement, in the event any services to be performed by the Contractor are or may be funded by federal funds or may be reimbursable by federal funds, the Contractor, for itself, its subcontractors, and any assignees and successors in interest agrees as follows:

(a) *Equal Employment Opportunity*: The Contractor shall comply with the regulations relative to equal employment opportunity in federally-assisted construction contracts, as they may be amended from time to time, contained in Appendix II to 2 CFR Part 200, specifically as contained in 41 CFR 6-01.4(b), in accordance with Executive Order 11246,

“Equal Employment Opportunity”, as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, as any of the same may be amended, which are herein incorporated by reference and made a part of this Agreement.

(b) *Nondiscrimination*: The Contractor, with regard to any work performed during this Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. In addition, Contractor shall comply with all applicable laws and regulations that prohibit discrimination based on race, color, national origin, sex, disability, age, creed, and/or prohibit unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects.

(c) *Solicitations for Subcontractors, including Procurements of Materials and Equipment*: In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor’s obligations under this Agreement and any applicable regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

(d) *Davis-Bacon Act*: The Contractor shall comply with the provisions of the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148), as supplemented by Department of Labor regulations (29 CFR Part 5), as the same may be amended. The prevailing wage determination by the Department of Labor at the time of performance of the particular services by Contractor which may be subject to federal funding or federal reimbursement shall be accepted by Contractor prior to performance of those services.

(f) *Copeland “Anti-Kickback” Act*: The Contractor shall comply with the provisions of the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by the Department of Labor regulations (29 CFR Part 3), as the same may be amended. County shall report any suspected violations to the applicable federal funding agency.

(g) *Contract Work Hours and Safety Standards Act*: In the event in the performance of any services by Contractor are anticipated to be in excess of \$100,000, and Contractor employs mechanics or laborers subject to the Contract Work Hours and Safety Standards Act (40 U.S. C. 3701-3708), as supplemented by Department of Labor regulations (29 CFR Part 5), as the same may be amended, Contractor shall comply with the provisions of 40 U.S.C. 3702 and 3704, as supplemented by such Department of Labor regulations.

(h) *Rights to Inventions Made Under a Contract or Agreement*: (this section intentionally left blank).

(i) *Clean Air Act and Federal Water Pollution Control Act:* Contractor shall comply with all provisions and all applicable standards of the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as the same may be amended, in the performance of any services pursuant hereto. Any violations of either Act hereunder shall be reported to the applicable federal awarding agency and the Regional Office of the Environmental Protection Agency.

(j) *Energy Policy and Conservation Act:* Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (41 U.S.C. 62101), as the same may be amended.

(k) *Solid Waste Disposal Act:* Contractor shall comply with the provisions of section 6002 of the federal Solid Waste Disposal Act, as amended by the federal Resource Conservation and Recovery Act, as the same may be amended, which include (but are not necessarily limited to): procuring only items designated in guidelines of the Environmental Protection Agency at 40 CFR Part 247 (as the same may be amended) that contain the highest percentage of recovered materials practicable, consisting with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquire by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the Environmental Protection Agency guidelines.

(l) *Incorporation of Provisions:* The Contractor shall include the provisions of this Article 2.5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by any applicable federal regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the state or federal funding agency may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event the Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the applicable state or federal funding agency to enter into such litigation to protect the interests of such state or federal funding agency.

(m) *Sanctions for Noncompliance:* In the event of the Contractor's noncompliance with the provisions of this Article 2.5, the County or any applicable state or federal funding agency may impose such contract sanctions as the County or the applicable state or federal funding agency may determine to be appropriate, including, but not limited to: (i) withholding of payments to the Contractor until the Contractor complies, and/or (ii) cancellation, termination or suspension of this Agreement, in whole or in part; and/or (iii) any other further sanctions as may be permitted by the applicable federal regulations governing the applicable federal funding, or as are not prohibited by law.

ARTICLE 3
ADDITIONAL SERVICES

3.1 In the event that County desires _____ to perform any additional services not specifically contained in the Scope of Work, the parties shall enter into an addendum to this Agreement to provide for the provision of such additional services by _____ and payment therefor by County.

ARTICLE 4
TERM/TERMINATION

4.1 The term of this Agreement shall begin on the date and year first above written and shall continue for three (3) years. The term of this Agreement may be renewed for three (3) additional one (1) year terms for a total potential six (6) one-year terms. At the end of the initial and any renewal term, County shall provide written notice to _____ of County's intention to renew for the following annual term.

4.2 This Agreement may be terminated by County, with or without cause, by written notice to _____ of the intent to terminate. Such termination shall be effective thirty (30) days after receipt by _____ of such written notice of intent to terminate. However, no termination for cause will be effective unless _____ is first given ten (10) calendar days after receipt of notice of intent to terminate in which to cure the cause for termination.

4.3 In the event of termination, _____ shall be entitled to compensation for services rendered and costs incurred through the effective date of termination. All finished or unfinished documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents prepared by _____ shall become the property of County and shall be delivered by _____ to County immediately upon the effective date of termination.

ARTICLE 5
METHOD OF INVOICE AND PAYMENT

5.1 County shall pay to _____ the hourly rates and direct costs, as indicated in _____'s Proposal, for disaster-related recovery services as described in the RFP. Hourly rates and direct costs will be subject to annual increase as provided in the Proposal. For any event (as that term is defined in the RFP), the not to exceed amount for _____'s services plus costs provided in response to that event is One Hundred Thousand Dollars (\$100,000).

5.2 Payment for services rendered by _____ shall be made in response to invoices submitted upon completion of the applicable disaster-related recovery services. _____ shall submit all invoices for payment of services to LCEM for processing. Invoices shall be detailed as to nature of the services performed. Invoices shall include a summary of any amounts previously billed and any credits for amounts previously paid.

5.3 _____ acknowledges that each invoice must be reviewed and approved by the County _____ Director or his/her designee. Should the County _____ Director, or his/her designee, determine that the invoice is not commensurate with services performed, work accomplished or hours expended, _____ shall adjust the invoice accordingly. However, _____ shall be entitled to payment of any portion of an invoice not in dispute.

5.4 Invoices will be subject to, and County shall pay _____'s proper invoices in accordance with, Sections 218.70 through 218.80, Florida Statutes, the Florida Prompt Payment Act.

5.5 In the event budgeted funds which are sufficient for the County to pay the amounts provided for under this Agreement are not available for any upcoming fiscal period, the County shall notify the _____ of such occurrence and this Agreement shall terminate on the last day of the then current fiscal period without penalty or expense to the County.

ARTICLE 6
COUNTY'S RESPONSIBILITIES

6.1 County shall perform the responsibilities contained in this Article 6 in a timely manner so as not to delay the services of _____.

6.2 County shall furnish to _____, upon request of _____ and at County expense, all existing studies, reports and other available data pertinent to the services to be performed under this Agreement which are within the County's possession. However, _____ shall be required to evaluate all materials furnished hereunder using reasonable professional judgment before relying on such materials.

6.3 County shall provide reasonable access and entry to all public property required by _____ to perform the services described in this Agreement. All such access and entry shall be provided at County expense. County shall also use reasonable efforts to obtain permission for reasonable access and entry to any private property required by _____ to perform the services described in this Agreement.

ARTICLE 7
STANDARDS AND CORRECTIONS

7.1 _____ shall perform or furnish to County all disaster-related recovery services to a level of technical skill, ability, and diligence as is required for disaster-related recovery service professionals having the level of skill, expertise and specialized knowledge, as represented to the County, both orally and in writing, to be possessed by _____, all in accordance with the standards contained elsewhere in this Agreement and in accordance with generally accepted standards of professional disaster-related recovery service practice and with the laws, statutes, ordinances, codes, rules and regulations governing _____'s profession. The same standards of care shall be required of any subconsultant or subcontractor engaged by _____.

7.2 _____ shall, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the negligent act, error or omission of _____ or any subconsultant or subcontractor engaged by _____ under this Agreement. The foregoing shall be construed as an independent duty to correct rather than a waiver of County's rights under any applicable statute of limitations. County review of, approval of, acceptance of, or payment for any of _____'s work product, services, or materials shall not be construed to operate as a waiver of any of County's rights under this Agreement, or cause of action County may have arising out of the performance of this Agreement. The provisions of this section shall survive termination of this Agreement.

ARTICLE 8
COUNTY PROPERTY

8.1 All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents and plans resulting from _____'s services under this Agreement shall become the property of and shall be delivered to County without restriction or limitation as to use. However, any subsequent to or other than for the specific project for which such items were created, shall be at sole risk of County.

ARTICLE 9
NOTICES

9.1 Any notice required or permitted to be sent hereunder shall be sent by United States first class mail, postage prepaid, or hand-delivered to the parties at the addresses listed below:

If to County:

County Coordinator
P.O. Box 310

Bronson, FL 32621

with a copy to:

(insert applicable county department and address)

If to _____:

ARTICLE 10
NO CONTINGENT FEES

10.1 _____ certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for _____ to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for _____ any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, County shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 11
NO ASSIGNMENT

11.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by _____ without the prior written consent of County. Further, no portion of this Agreement may be performed by subcontractors or subconsultants without written notice to and approval of such action by County.

ARTICLE 12
INDEMNIFICATION

12.1 _____ shall defend, indemnify and hold harmless County and all of County's officers, agents, employees, and volunteers from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of _____,

its officers, agents, employees, subcontractors, or volunteers in performance or non-performance of its obligations under this Agreement. _____ recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by County in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve _____ of its liability and obligation to defend, hold harmless and indemnify County as set forth in this section.

Nothing herein shall be construed to extend County's liability beyond that provided in section 768.28, Florida Statutes.

The provisions of this Article shall survive termination of this Agreement.

ARTICLE 13
INSURANCE

13.1 Before performing any work, _____ shall procure and shall continue to maintain, at its sole cost and expense, throughout the term of this Agreement, insurance policies meeting requirements, and in the coverages and amounts all as contained in the RFP.

ARTICLE 14
CONTACT PERSONS

14.1 Upon written request of _____, the County Coordinator shall designate one or more County employees to whom all communications pertaining to the day-to-day conduct of the performance of this Agreement shall be addressed.

ARTICLE 15
SEVERABILITY

15.1 In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach.

ARTICLE 16
TRUTH-IN-NEGOTIATION CERTIFICATE

16.1 In accordance with Section 287.055, Florida Statutes, signature of this Agreement by _____ shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

ARTICLE 17
GOVERNING LAW/VENUE

17.1 This Agreement shall be governed and construed in accordance with Florida law. In the event litigation arises involving parties in connection with this Agreement, venue for such litigation shall be in Levy County, Florida.

ARTICLE 18
INDEPENDENT CONTRACTOR STATUS

18.1 _____ is an independent contractor and is not an employee, servant, agent, partner or joint venture of the County.

IN WITNESS WHEREOF, the parties hereto have caused the execution of these premises as of the date and year first above written.

BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA

_____, Chair

Date: _____

ATTEST: Danny Shipp, Clerk of the
Circuit Court and Ex-Officio Clerk of
the Board of County Commissioners

Danny Shipp, Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Anne Bast Brown, County Attorney

By: _____

Title: _____

Date: _____

ATTEST/WITNESS:

Secretary of Corporation