

WAKULLA COUNTY
BOARD OF COUNTY COMMISSIONERS



**REQUEST FOR PROPOSALS (RFP) FOR
DISASTER RECOVERY CONSULTING SERVICES
RFP 2024-18**

RFP ADVERTISE DATE: March 21, 2024
RFP RELEASE DATE: March 21, 2024
RESPONSES DUE DATE AND TIME: April 22, 2024 @ 3:00 P.M.

MAIL OR DELIVER RESPONSES TO:
(*hand-delivery or express mail services*)
Wakulla County Board of County Commissioners
ATTN: RFP 2024-18
3093 Crawfordville Highway
Crawfordville, FL 32327

Contact:
PROCUREMENT OFFICE
Patty Taylor
3093 Crawfordville Highway
Crawfordville, FL 32327
850-926-0919
ptaylor@mywakulla.com

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INTENT AND GENERAL INFORMATION

Wakulla County, Florida through Requests for Proposals No. 2024-18, is soliciting proposals from qualified businesses registered to do business in the State of Florida to provide disaster recovery consulting services. These services include assistance and support for grants management and administration and associated project management. Services will also include working with federal agencies, state agencies, local government and constitutional offices within Wakulla County as specified in the Scope of Services herein referred to as “the Services”.

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

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

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

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

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

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

Proposers interested in the Work are instructed to submit **four (4) original hard copies and one (1) electronic copy** (non-returnable USB flash drive) of its **complete** Proposal in accordance with

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this RFP, no later than **April 22, 2024 @ 3:00 P.M.**, unless otherwise changed through an addendum to this RFP, to the Procurement Office at 3093 Crawfordville Highway, Crawfordville, FL 32327. (Microsoft Word versions of all proposal documents can be requested from the Procurement Office.) Proposals received after this date and time will not be considered and shall be returned unopened.

- **Wakulla County is an Equal Opportunity Employer.**
- **MBE/WBE businesses are encouraged to participate.**
- **Wakulla County strictly enforces open and fair competition.**

ADA – Special Accommodations: Any person requiring accommodations by the County due to a disability should call the Purchasing Office at 850-926-0919 at least five (5) working days prior to any pre-response Conference, response opening, or meeting. If you are hearing or speech impaired, please contact the County Purchasing Office by the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

The RFP and any addenda issued are available on the Wakulla County website at <http://www.mywakulla.com> or by contacting the County at 850-926-0919. All questions pertaining to this RFP should be submitted in writing in accordance with the RFP instructions set forth in Section 1.1 of the RFP.

SECTION 1.0 SCHEDULE OF EVENTS

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

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

<i>Event</i>	<i>Date/Time</i>
RFP Advertisement Date	March 21, 2024
Release of RFP	March 21, 2024
Technical Questions Due from Prospective Proposers	March 28, 2024 by 5:00pm
Responses to technical questions due	April 3, 2024
PROPOSALS DUE TO BOCC	April 22, 2024 @ 3:00pm
Oral Presentations	May 8 – May 9, 2024
Posting of Intended Award	May 13, 2024
Board Consideration of Intended Award	June 3, 2024
Posting of Notice of Award	June 4, 2024

1.1 All inquiries and questions concerning this RFP must be in writing (e-mail is acceptable), received in accordance with Section 1.0 Schedule of Events, and must be directed to: Patty Taylor, Procurement and Contracts Coordinator, at ptaylor@mywakulla.com.

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

SECTION 2.0 CONE OF SILENCE

- 2.1 A Cone of Silence will be in effect for this RFP beginning with the advertisement date of **March 21, 2024**.
- 2.2 The prospective Proposer shall not have any communication with any County officers, agents, or employees regarding this RFP or project. No interpretation of the meaning of the plans, specifications or RFP shall be made to a Proposer orally. Any such oral or other interpretations or clarifications shall be without legal effect.
- 2.3 All requests for interpretations or clarifications shall be in writing, addressed to the contact person as shown in Section 1.0, Schedule of Events. All such request for interpretations or clarifications must be received in writing in accordance with Section 1.0, Schedule of Events. Any and all such interpretations and supplemental instructions shall be in the form of a written addendum which, if issued, shall be posted on the County's website on the date indicated in Section 1.0, Schedule of Events. Such written addenda shall be binding on the Proposer and shall become a part of the RFP Document(s)

SECTION 3.0 SCOPE OF SERVICES (SOS) / SCOPE OF WORK (SOW)

- 3.1 **Background:** Wakulla County is a coastal community and is vulnerable to natural and manmade disasters including hurricanes, tornadoes, floods, oil spills and hazardous material releases. Wakulla County is seeking proposals from firms to provide technical and professional disaster recovery consulting services when a disaster occurs.
- 3.2 **Scope of Work:** Wakulla County requests proposals for disaster recovery consulting services. The successful Respondent will assume responsibility as an independent contractor for the development and submission of FEMA grant applications and the management of all such disaster-related grants. Selected contractor(s) will be required to follow the Code of Federal Regulations, as it relates to procurement and scope of services as amended and updated. This will include working with federal agencies, state agencies and various other individuals. Some of the services the successful Respondent may be asked to perform include, but are not limited to, the following:
 - A. Provide grant management advice related to FEMA, Federal or State agency pass-through grant(s) and provide other associated services that may be directly related to support recovery costs and reimbursement from appropriate agencies.
 - B. File the initial Request for Public Assistance (RPA) after the initial disaster (event) within the deadline time period. Meet all stated deadlines to meet FEMA and the State's required timelines to recover full reimbursement.
 - C. Assist in compiling the initial damage assessments for all expenditures, both in force account and permanent damages, including labor, equipment, materials, contract, rental equipment and all FEMA reimbursement categories.

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- D. Meet all stated deadlines to meet FEMA and the State's required timelines to recover full reimbursement.
- E. Meet with FEMA Representatives and the State Public Assistance Coordinator for the initial scoping meeting to review the procedures and follow-up processes required to support full reimbursement and/or grant funding.
- F. Prepare any required supporting documentation that must accompany the Project Worksheets, including working with the Human Resources Department to gather details related to employee fringe benefits, overtime, etc. for labor rates to provide to FEMA.
- G. Work with appropriate County staff to assist the Federal or State Agency in providing the necessary information, e.g. insurance policies, personnel policies, as requested by those or other agencies to complete necessary documentation for reimbursement and/or grant application.
- H. Assist in completing the appropriate documentation required for federal and state reimbursement, and the submittal of all eligible expenditures for small and large projects to the appropriate agencies, and within the required deadline.
- I. Provide assistance to determine if any eligible damages or expenses have not been quantified and presented for reimbursement.
- J. Assist in tracking all project documentation submitted and follow any outstanding expenditure(s) to ensure that all eligible expenditures are credited through submitted reimbursements. Ensure that County Staff understand why certain expenditures were deobligated, if any. Track all expenditures and reimbursements to maintain high quality reconciliations of monies expended by the County and submitted for reimbursements versus those actually received.
- K. Provide copies of all documentation transacted for reimbursement on behalf of the County. Offer the County any project management design and/or coordination ideas that may result in cost savings, efficiencies or increased reimbursement.
- L. Assist the County to provide all necessary backup documentation that will garner full reimbursement or grant eligibility. The documentation submitted for reimbursement must withstand a FEMA or Federal or State audit and the State Emergency Management audit, and the successful Respondent will have to support the work for which they are assisting the County.

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- M. Assist the specialized FEMA teams as they become necessary in the process. FEMA teams may be assigned to the County to review the reimbursement in a particular area. The successful Respondent would work with this team as necessary to assist in getting reimbursement for the County.
- N. Maintain records of all the documentation provided by the County submitted to any outside agency for reimbursement and provide the County with said copies upon request at any point in the process.
- O. Once all projects are complete and reimbursement has been drawn down for eligible costs, the successful Respondent would assist with final preparations with the State of Florida and FEMA or federal agencies for final inspections and the closeout process for large and small projects. The successful Respondent would participate in the exit conferences with the County, State and FEMA agencies.
- P. The successful Respondent must be available to assist with any requests for audit information by any source.
- Q. The successful Respondent must be able to have a team available from the start of the disaster reimbursement process to the closeout process for the County.
- R. Provide the County with a final report that will summarize the total reimbursement requested, total expenditures by Project Worksheet, and any special circumstances. Additionally, reporting requirements include the total number of Project Worksheets, total reimbursement requested by Category types, total reimbursement requested by small or large project, and any other relevant data.
- S. Provide miscellaneous services not otherwise described, but which the County may require during the course of the Agreement, or any other tasks associated with FEMA grant management or documentation reimbursement process as requested by the County.
- T. This scope of work may include public adjusting and will include coordinating with the County to coordinate insurance and /or FEMA reimbursement as deemed necessary.
- U. Provide assistance with Florida Division of Emergency Management Bureau of Recovery Public Assistance document coordination, meetings and Project Worksheet amendments.

SECTION 4.0 PROPOSAL RESPONSE REQUIREMENTS

4.1 Overview

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- 4.1.1 The County has established certain mandatory requirements that must be included as part of any Proposal. The use of the terms “shall,” “must,” or “will” (except to indicate simple futurity) in this RFP indicates a mandatory requirement or condition. The words “should” or “may” in this RFP indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature will not by itself cause rejection of a Proposal.
- 4.1.2 Proposals not meeting all material requirements of this request or which fail to provide all required information, documents, or materials such as request forms, bonds, etc., will be rejected as non-responsive. Material requirements of the Proposal are those set forth as mandatory, or without which an adequate analysis and comparison of replies is impossible, or those which affect the competitiveness of replies or the cost to the County. A Proposer whose Proposal, past performance, or current status that does not reflect the capability, integrity or reliability to perform fully and in good faith the requirements of the Contract may be rejected as non-responsible in accordance with Sec. 2.255(c) of the Wakulla County Code of Ordinances.
- 4.1.3 The County reserves the right to determine which Proposals meet the material requirements of the RFP and which Proposals are responsible and/or responsive. Further, the Board of County Commissioners may reject any and all Proposals and seek new Proposals when it is in the best interest of the County to do so.
- 4.1.4 A Proposal by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be provided on the Proposal Form, for a Proposal by a/an:
- a. Partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be provided on the Proposal Form.
 - b. Limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
 - c. Individual shall show the Proposer’s name and business address.
 - d. Proposal by a joint venture shall be executed by each joint venture member in the manner indicated on the Proposal form. The official address of the joint venture must be provided on the Proposal Form.
- 4.1.5 All names shall be printed in ink below the signatures.

- 4.1.6 The Proposal shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Proposal form.
- 4.1.7 The postal and email addresses and telephone number for communication regarding the Proposal shall be shown.
- 4.1.8 A Proposer seeking to do business with the County shall, at the time of submitting a Proposal, be appropriately registered with the Department of State in accordance with the provisions of Chapters 605, 607, 617, or 620 Florida Statutes, as applicable. For further information on required filing and forms, please go to the following sites: <http://sunbiz.org/index.html> or <http://www.dos.state.fl.us/doc/index.html>.

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

4.2 Proposal Construction

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

TAB 1 – PROPOSAL TRANSMITTAL FORM ON THE FIRMS LETTERHEAD (FORM No. 1)

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

TAB 2 – EXECUTIVE SUMMARY AND QUALIFICATION APPLICATION (FORM No. 2)

This summary should be no more than six (6), front and back, pages. Include Form 2, Qualification Application and Questionnaire. Additional pages may be added to Form 2 if needed.

Provide a description and history of the firm focusing on previous Federal and State Public Assistance (PA) program experience and applicability of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, Federal Regulation (44 CFR, 2 CFR Part 200) and FEMA policies (the 9500 Policy Series and the Public Assistance Program and Policy Guide).

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In this tab, provide the following:

1. Provide an organizational overview of the history, capability and business ability of the Respondent firm, relative to this RFP. Include information on organizational structure.
2. Describe your firm's qualifications in providing disaster recovery and specifically FEMA reimbursement services. Include any special expertise which your firm has in working with FEMA or the Florida Division of Emergency Management (FDEM).
3. Provide specific information on your experience working on disaster recovery reimbursement specific projects in Florida.
4. Provide a listing and professional profile of key personnel who will be assigned to provide professional services. Include the individual's name, function with the firm, years of professional experience, education and years of experience with the firm. Professional resume's and any professional certificates or licenses held should be included for each individual listed.
5. Ten (10) years of experience working with the Public Assistance Grant Program, at the Federal, State or local level, including Project Worksheet development, Project Worksheet audit, documentation review, eligible cost reconciliation, audit checklists, the development of successful appeal/appeal responses and closeout.
6. Experience with all categories of work in man-made and natural disasters, with expertise in the tracking of force account labor, equipment reimbursement, supplies, donated services, mutual aid and contracted service.
7. Provide a list of individuals who will be assigned (on site) to the disaster recovery reimbursement service engagement and their specific roles. Include summary resumes of the individuals to reflect their experience and education, particularly as they relate to the firm's engagement in the last ten (10) years.
8. Provide the number of employees who would be available during normal business times versus during time of emergency or disaster. Describe if your employees are full time employees or contracted employees.
9. Describe the experience your employees have in handling the documentation required for receiving FEMA or other Federal or State grant reimbursement.
10. Describe the training that your employees have had regarding FEMA and FDEM grant rules and guidelines, State pass-through grant rules for reimbursement and any related training.

TAB 3 – LETTERS OF REFERENCE (FORM No. 3)

Include three reference letters from similarly situated communities, local governments or commercial jobs dated 2018 or later. Letters must be on the entities letterhead and signed by an authorized official and include a brief description of the project and results, date of the project and name of contact person, e-mail, and phone number.

TAB 4 – UNDERSTANDING OF THE SERVICES TO BE PROVIDED AND PROJECT APPROACH

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1. Provide a description of the firm's general approach to the proposed scope of services to include team organization, staff assignments, schedules, quality assurance and accountability.
2. Provide relevant availability guidelines and/or the average time between request for services/tasks and actual performance for current clients. Discuss the availability of the primary contact relative to current and future client workload. Include for each individual the estimated number of hours that will be contributed and in what capacity they would serve. Include information on supervisory personnel.

TAB 5 – COST PROPOSAL

Each Proposer must complete and submit the Cost Proposal Form. Cost will be evaluated using the hourly rates submitted for the labor positions indicated. The hourly labor rates shall include all applicable overhead and profit. Overtime hours will be paid at the same rate as regular time hours. All normal expenses shall be absorbed in hourly rates, including lodging, meals, transportation and per diem. Proposer may include other positions, with hourly rates and attach a job description and required years of experience for each position.

Cost Proposal shall be in a separate sealed envelope/package. Each Proposer must complete and submit the Cost Proposal Form set forth in Form 16. Proposers, please submit one cost proposal (Form 16) in a separate, clearly marked envelope with your submission.

TAB 6 – REQUIRED FORMS DOCUMENTS AND CERTIFICATIONS

The following forms must be fully filled out and signed by a person with authority to bind the Proposer:

- Form No. 4 Indemnification and Hold Harmless Statement
- Form No. 5 Public Entity Crimes Sworn Statement
- Form No. 6 Equal Employment Opportunity/Affirmative Action Statement
- Form No. 7 Drug Free Workplace Certification
- Form No. 8 Conflicts of Interest Disclosure
- Form No. 9 Non-Collusion Affidavit
- Form No. 10 Ethics Clause
- Form No. 11 List of Proposed Sub-Contractors
- Form No. 12 Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions
- Form No. 13 E-Verify Compliance Certification
- Form No. 14 Insurance Certification
- Form No. 15 Comments on Proposed Contract
- Form No. 16 Cost Proposal

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

SECTION 5.0 PROPOSAL OPENING

- 5.1 All Proposals will be opened on the date and time indicated in **Section 1.0, Schedule of Events** (i.e., date Proposals are due) or as modified by addendum.

SECTION 6.0 EVALUATION OF PROPOSALS AND SELECTION PROCESS

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

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CRITERIA	Score
1. Experience with Similar Projects	20
2. Qualifications of Firm	20
3. Specialized Expertise of Team Members	20
4. References of Recent Projects	10
5. Technical Approach	20
6. Oral Presentation	10
TOTAL POSSIBLE POINTS	100

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

- 6.7 The Proposals deemed best by the selection committee shall be presented by the County Administrator in the form of an Agenda Request to the Wakulla County Board of Commissioners, who shall either accept or deny the recommendation of the selection committee as presented by the County Administrator.
- 6.8 Individual Committee members will be removed from the Committee if unable to participate in all reviews, and scoring will be based on scores of the remaining Committee members.

SECTION 7.0 INTENT TO AWARD AND CONTRACT EXECUTION

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

7.5 After successful posting of the award for 72 hours, the Successful Proposer will be required to enter into the Contract with the County.

SECTION 8.0 STANDARD TERMS AND CONDITIONS (STAC)

- 8.1. Definitions
- 8.2. Florida Public Records Law and Confidentiality
- 8.3. Procurement Challenges
- 8.4. Construction and Venue
- 8.5. Contract
- 8.6. Term of the Contract and Termination
- 8.7. Insurance Requirements and Bond Requirements

8.1 Definitions

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

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

County means the Wakulla Board of County Commissioners (BOCC) and its employees.

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

RFP means this document, its attachments and any document hereinafter incorporated by reference.

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

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

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

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

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

Work or SOW means the scope of work and/or services.

Engineer means the engineer/engineering firm responsible for preparing the

Construction Drawings and Specifications.

8.2 Florida Public Records Law and Confidentiality

- 8.2.1. By submitting a Proposal in response to this RFP, a Proposer acknowledges that the County is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Proposer further acknowledges that any materials or documents provided to the County may be “public records” and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by Law.
- 8.2.2 Should the Proposer provide the County with any materials which it believes, in good faith, contain information that would be exempt from disclosure or copying under Florida Law; the Proposer shall indicate that belief by typing or printing, in bold letters, the phrase “PROPRIETARY INFORMATION” on the face of each affected page of such materials. The Proposer shall submit to the County both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Proposer fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.
- 8.2.3 Should any person request to examine or copy any material so designated, and provided the affected Proposer has otherwise fully complied with this provision, the County, in reliance on the representations of the Proposer, will produce for that person only the redacted version of the affected materials. If the person requests to examine or copy the complete version of the affected material, the County shall notify the Proposer of that request, and the Proposer shall reply to such notification, in writing that must be received by the County no later than 4:00 p.m., EST, of the County business day following Proposer’s receipt of such notification, either permitting or refusing to permit such disclosure or copying.
- 8.2.4 Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Proposer refuses to permit disclosure or copying, the Proposer agrees to, and shall, hold harmless and indemnify the County for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by the County, or assessed or awarded against the County, in regard to the County’s refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Proposer is not initially named as a party, the Proposer shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any Proposal submitted by a Proposer in response to this RFP and shall constitute the County’s sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the County.

8.3 Procurement Challenges

Any Proposer who desires to formally protest shall follow the procedures outlined in the Wakulla County Code of Ordinances, Chapter 2 –Administration, Article 6 – Purchasing Section 2.255(f) – Competitive Procurements, which is incorporated by reference.

8.4 Construction and Venue

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

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

Venue for all actions arising under the RFP and subsequent Contract shall lie in Wakulla County, Florida, United States.

8.5 Contract

8.5.1 The Successful Proposer will be required to enter into the Contract with the County and will be required to perform the Work in accordance with the Contract terms and conditions. The Draft Contract is attached hereto as Appendix B and incorporated herein by reference.

8.5.2 Any exceptions to the proposed Contract must be noted in proposal response in Form No. 15 – Comments on Proposed Contract. The County is under no obligation to modify the proposed Contract to conform to the Successful Proposer’s Contract exceptions. Contingent Proposals will not be accepted. If acceptance of the Contract Award is contingent on an exception and modification to the Contract, the Proposer must provide this information to the County at the time of submission of technical questions, as outlined in the Schedule of Events in order to obtain a determination from the County regarding the proposed exception. If a Proposer’s exception and modification are rejected by the County during the technical question portion of the Proposal process and the Proposer later submits a Proposal, Proposer shall be deemed to have accepted this Contract provision.

8.6 Term of the Contract and Termination

8.6.1 The initial term of the Contract shall begin no sooner than the later of the dates executed by both Parties and shall be effective for a three-year period unless otherwise modified in writing by both parties.

8.6.2 The Contract may be renewed by written agreement for up to two (2) one-year renewal periods beyond the initial term. The extension shall be exercised only if all prices terms and conditions remain the same and approval is granted by the BOCC. The County reserves the right to re-negotiate rates based on current market conditions.

8.6.3 The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

8.7 Insurance Requirements and Bond Requirements

8.7.1 Insurance Verification Requirements – See Appendix B, Section 4.0 Insurance.

8.7.2 Bond Requirements – there are no bonding requirements.

RFP 2024-18 DISASTER RECOVERY CONSULTING SERVICES
APPENDIX A – LEGAL ADVERTISEMENT



LEGAL ADVERTISEMENT

**WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS
REQUEST FOR PROPOSALS No. RFP 2024-18**

DISASTER RECOVERY CONSULTING SERVICES

ADVERTISEMENT BEGIN DATE: MARCH 21, 2024

RELEASE DATE: MARCH 21, 2024

BIDS DUE TO BOCC: APRIL 22, 2024 @ 3:00 PM EST

Sealed proposals to provide Disaster Recovery Consulting Services will be received at the office of the Board of County Commissioners, 3093 Crawfordville Highway, Crawfordville, FL 32327; until **3:00 P.M.**, Local Time, on **Monday, April 22, 2024**, at which time the bids will be opened and read aloud. Proposals received after the deadline will not be accepted.

The principal feature of this procurement by the County is known as **DISASTER RECOVERY CONSULTING SERVICES**. The specifications of this procurement are stated in **RFP 2024-18**.

This RFP and any addenda issued will be posted to the County's website at www.mywakulla.com or can be obtained by contacting the County Procurement Office at 850-926-0919 or ptaylor@mywakulla.com.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, 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, Florida Statutes, for CATEGORY TWO (\$35,000) for a period of 36 months from the date of being placed on the convicted Respondent list.

The Wakulla County Board of County Commissioners reserves the right to waive informalities in any bid; reject any or all proposals, in whole or in part; re-bid a project, in whole or in part; and to accept a proposal that in its judgment is the lowest and best bid of a responsible bidder. In accepting a bid, Wakulla County may award a contract based only on the base bid, the base bid plus all alternates, or the base bid plus any alternates which Wakulla County selects -- with all decisions being made based upon what Wakulla County believes to be the best interests of its ratepayers, in the reasonable exercise of its discretion. Wakulla County further reserves the right to increase or decrease quantities as may be required to meet the needs of Wakulla County, at the unit price which was bid. Wakulla County does not discriminate based on race,

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APPENDIX A – LEGAL ADVERTISEMENT

color, national origin, sex, religion, age, marital status and disability/handicapped status in employment or provision of service.

Wakulla County is an Equal Opportunity Employer
MBE/WBE businesses are encouraged to participate
Wakulla County strictly enforces open and fair competition

ADA – Special Accommodations: Any person requiring accommodations by the County due to a disability should call the Purchasing Office at 850-926-0919 at least five (5) days prior to any pre-response conference, response opening, or meeting. If you are hearing or speech impaired, please contact the County Purchasing Office by the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

RFP 2024-18 DISASTER RECOVERY CONSULTING SERVICES
APPENDIX B – DRAFT AGREEMENT

CONTINUING SERVICES AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 20__, between WAKULLA COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 3093 Crawfordville Highway, Crawfordville, Florida 32327, hereinafter referred to as COUNTY, and _____ a _____, headquartered at _____, hereinafter referred to as CONTRACTOR, and whose Federal Employer Identification Number is _____.

WHEREAS, COUNTY requires certain professional services in connection with the provision of Disaster Recovery Consulting Services; and

WHEREAS, COUNTY issued Request for Proposal #2024-18 on March 21, 2024 seeking interested firms for the provision of Disaster Recovery Consulting Services, which is included by reference as to the scope of services contained therein; and

WHEREAS, CONTRACTOR was selected pursuant to this RFP 2024-18, which response is hereby incorporated herein by reference, and represents it is capable and prepared to provide such Services.

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

1.0 Term

1.1 This Agreement shall take effect on the date of its execution by the Chairman of Board of County Commissioners.

1.2 The term of this Agreement shall commence on _____ and continue until _____, unless otherwise terminated as provided herein.

1.3 The contract may be extended for an additional two (2) one-year periods upon agreement in writing and execution by both parties and upon advance notice of ninety (90) days.

2.0 Scope of Services to Be Performed by CONTRACTOR, Performance Schedule

2.1 CONTRACTOR shall perform the following services: The Contractor will provide Disaster Recovery Consulting Services as further outlined in the attached Exhibit “A”.

RFP 2024-18 DISASTER RECOVERY CONSULTING SERVICES
APPENDIX B – DRAFT AGREEMENT

2.2 CONTRACTOR shall also perform additional services as may be further specifically designated and authorized by the COUNTY, in writing. Such authorizations for additional services will be outlined in a Supplemental Agreement (“SA”) and all provisions of this Agreement apply to the SA with full force and effect as if appearing in full within each SA. Each SA will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages and completion date, and shall become effective upon the due execution after approval by the Board.

2.3 The CONTRACTOR is not authorized to provide services or materials to the COUNTY or undertake any project or work provided for in this Agreement prior to the COUNTY having first issued a Purchase Order (“PO”) or Notice to Proceed. CONTRACTOR recognizes that the COUNTY may employ several different CONTRACTORS to perform the work described and that the CONTRACTOR has not been employed as the exclusive agent to perform any such services.

2.4 When the CONTRACTOR and the COUNTY enter into an SA where the term of the SA expires on a date that is later than the date that this Agreement expires, the CONTRACTOR and the COUNTY agree that the terms of this Agreement and any amendments, attachments or provisions thereof are automatically extended until the expiration or full completion of the requirements of the SA have been performed. Cancellation by the COUNTY of any remaining work prior to the full completion of the requirements of the SA shall cause the terms of this Agreement to terminate at the same time. This provision only applies when the expiration of the SA extends beyond the expiration of this Agreement. It does not apply when a SA expires or is cancelled prior to the expiration of this Agreement.

3.0 Compensation

3.1 General

3.1.1 COUNTY shall pay CONTRACTOR in accordance with the following Project Fee schedule: **[insert fee schedule]**.

3.1.2 Invoices must reference the applicable Contract and PO number.

3.1.3 Each individual invoice shall be due and payable in accordance with the Florida Prompt Payment Act. All invoices shall be delivered to:

RFP 2024-18 DISASTER RECOVERY CONSULTING SERVICES
APPENDIX B – DRAFT AGREEMENT

Ms. Patty Taylor
P.O. Box 1263
Crawfordville FL, 32326
or ptaylor@mywakulla.com

3.1.4 In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "Final Invoice" on the CONTRACTOR's final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Since this account will thereupon be closed, and any other further charges if not properly included on this final invoice are waived by the CONTRACTOR.

3.1.5 Payment of the final invoice shall not constitute evidence of the COUNTY's acceptance of the work. For final acceptance of any services provided hereunder, the CONTRACTOR will submit an acceptance document to the COUNTY for approval.

3.1.6 If compensation is based upon time and materials, invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. If compensation is based upon a lump sum price, invoices shall be accompanied by tasks and percentage of work. Additional documents may be requested by COUNTY and, if so requested, shall be furnished by CONTRACTOR to County Clerk's satisfaction.

3.1.7 Project manager or designated payroll officer shall, by affidavit, attest to the correctness and accuracy of time charges and requested reimbursements.

3.2 Reimbursables

3.2.1 All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement, if any, shall include copies of paid receipts, invoices or other documentation acceptable to the County Clerk. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Services described in this Agreement.

3.2.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with this Agreement (including any applicable SA), and include:

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Overnight Deliveries
Reproduction
Sub-Contractor
Long Distance Telephone Calls (excluding Florida cities
located outside the boundaries of Wakulla County)

3.2.3 Mileage shall be reimbursed in accordance with Section 112.061, F.S., and COUNTY policy for pre-approved out-of-county travel (excluding travel from home offices located outside of Wakulla County to the Wakulla County line).

3.2.4 All Reimbursable Expenses, including subcontractors, shall be reimbursed at cost.

3.2.5 Pre-approved travel costs shall be reimbursed in accordance with Section 112.061, F.S..

3.2.6 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the COUNTY upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the offices upon demand, termination of the Agreement, or the conclusion of the project, whichever occurs first.

3.2.7 CONTRACTOR shall maintain a current inventory of all such assets.

4.0 Insurance

4.1 General Provisions

4.1.1 CONTRACTOR shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below and provide the COUNTY with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the COUNTY to evidence such coverage before any work commences. Such certificates will provide that there shall be no termination, non-renewal, modification or expiration of such coverage without thirty (30) days prior written notice to the COUNTY.

RFP 2024-18 DISASTER RECOVERY CONSULTING SERVICES
APPENDIX B – DRAFT AGREEMENT

4.1.2 The COUNTY shall be named as an additional insured on all CONTRACTOR policies related to the project, excluding professional liability and worker's compensation. The policies shall contain a waiver of subrogation in favor of Wakulla County. All such policies shall be endorsed to provide defense coverage obligations.

All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII.

4.1.3 The CONTRACTOR's self-insured retention or deductible per line of coverage shall not exceed \$10,000.00 without the permission of the COUNTY.

4.1.4 If there is any failure by the CONTRACTOR to comply with the provisions of this section, the COUNTY may, at its option, on notice to the CONTRACTOR, suspend the work for cause until there is full compliance.

4.1.5 COUNTY may, at its sole discretion, purchase such insurance at CONTRACTOR's expense provided that the COUNTY shall have no obligation to do so and if the COUNTY shall do so, it shall not relieve CONTRACTOR of its obligation to obtain insurance.

4.1.6 The CONTRACTOR shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

4.1.7 All CONTRACTOR's sub-contractors shall be required to include COUNTY and CONTRACTOR as additional insured on their General Liability Insurance policies.

4.1.8 In the event that subcontractors used by the CONTRACTOR do not have insurance, or do not meet the insurance limits, CONTRACTOR shall indemnify and hold harmless the COUNTY for any claim in excess of the subcontractors' insurance coverage.

4.1.9 The CONTRACTOR shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the COUNTY.

4.2 Comprehensive Automobile Liability Insurance. In the event CONTRACTOR travels in furtherance of the performance of the services required in this Agreement, CONTRACTOR shall obtain

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comprehensive automobile liability insurance with \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles, as appropriate.

4.3 Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence.

4.4 Umbrella (Excess) Liability Insurance. Umbrella Liability with limits of not less than \$1,000,000.00, exclusive of defense costs, to be in excess of all other coverages. Such coverage shall be at least as broad as the primary coverages above, with any excess umbrella layers written on a strict following form basis over the primary coverage. All such policies shall be endorsed to provide defense coverage obligations.

4.5 Professional Liability Insurance. \$1,000,000.00 for design errors and omissions, exclusive of defense costs. CONTRACTOR shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the County Director of Risk Management and Insurance. The COUNTY may require the CONTRACTOR to provide a higher level of coverage for a specific project and time frame.

4.6 Performance, Payment and Other Bonds. – NOT APPLICABLE CONTRACTOR shall furnish Performance and Payment Bonds specific to each project if required and agreed to under the CONTRACTOR Service Agreement for the project.

4.7 Workers' Compensation. The CONTRACTOR shall provide, pay for, and maintain workers' compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

5.0 Standard of Care

5.1 CONTRACTOR has represented to the COUNTY that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

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5.2 CONTRACTOR shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

5.3 CONTRACTOR shall, at no additional cost to COUNTY, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

5.4 The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

6.0 Indemnification

6.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, COUNTY and CONTRACTOR agree to allocate such liabilities in accordance with this Section.

6.2 Indemnification.

6.2.1 CONTRACTOR shall indemnify, defend (by counsel reasonably acceptable to COUNTY) protect and hold COUNTY, and its officers, employees and agents, free and harmless from and against any and all, including, but not limited to, any claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom), or death of or injury to any person or damage to any property whatsoever, arising out of or resulting from (i) the failure of CONTRACTOR to comply with applicable non-conflicting laws, rules or regulations, (ii) the breach by CONTRACTOR of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of CONTRACTOR's performance of this Agreement, or (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of CONTRACTOR, its sub-CONTRACTORS, agents, employees and invitees; provided, however, that CONTRACTOR shall not be obligated to defend or indemnify the COUNTY with respect to any such claims or damages arising solely out of the COUNTY's negligence.

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APPENDIX B – DRAFT AGREEMENT

6.2.2 COUNTY review, comment and observation of the CONTRACTOR's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

6.2.3 CONTRACTOR agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subcontractors and their employees, and/or for CONTRACTOR's performance of this Agreement and its work product(s).

6.3 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Agreement shall survive as if the Agreement were in full force and effect.

7.0 Independent Contractor

7.1 CONTRACTOR undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

7.2 COUNTY shall have no right to supervise the methods used, but COUNTY shall have the right to observe such performance.

7.3 CONTRACTOR shall work closely with COUNTY in performing Services under this Agreement.

7.4 The CONTRACTOR shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the COUNTY in any manner.

7.5 CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

8.0 Authority to Practice

8.1 The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

9.0 Compliance with Laws

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9.1 In performance of the Services, CONTRACTOR will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

10.0 Subcontracting

10.1 The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

10.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY. Failure of a subcontractor to timely or properly perform its obligations shall not relieve CONTRACTOR of its obligations hereunder.

11.0 Federal and State Taxes

11.1 The COUNTY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the COUNTY will provide an exemption certificate to CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the COUNTY, nor shall the CONTRACTOR be authorized to use the COUNTY's Tax Exemption Number in securing such materials.

12.0 Public Entity Crimes

12.1 The CONTRACTOR understands and acknowledges that this Agreement with the COUNTY will be void, in the event the conditions under Section 287.133, Florida Statutes applies to the CONTRACTOR, relating to conviction for a public entity crime.

13.0 COUNTY's Responsibilities

13.1 COUNTY shall be responsible for providing information in the COUNTY's possession that may reasonably be required by CONTRACTOR, including; existing reports, studies, financial information, and other required data that are available in the files of the COUNTY.

14.0 Termination of Agreement

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14.1 This Agreement may be terminated by the CONTRACTOR upon thirty (30) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of the Agreement through no fault of the CONTRACTOR.

14.2 This Agreement may be terminated by the COUNTY with or without cause immediately upon written notice to the CONTRACTOR.

14.3 Unless the CONTRACTOR is in breach of this Agreement, the CONTRACTOR shall be paid for services rendered to the COUNTY's satisfaction through the date of termination.

14.4 After receipt of a Termination Notice and except as otherwise directed by the COUNTY, the CONTRACTOR shall:

14.4.1 Stop work on the date and to the extent specified.

14.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

14.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY.

14.4.4 Continue and complete all parts of the work that have not been terminated.

14.5 The CONTRACTOR shall be paid for services actually rendered to the date of termination.

15.0 Uncontrollable Forces (Force Majeure)

15.1 Neither the COUNTY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

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15.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

15.3 The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

16.0 Governing Law and Venue

16.1 This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Wakulla County, Florida or the United States District Court, Northern District of Florida located in Leon County, Florida.

17.0 Non-Discrimination

17.1 The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

18.0 Waiver

18.1 A waiver by either COUNTY or CONTRACTOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

19.0 Severability

19.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

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19.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

19.3 The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

19.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

20.0 Entirety of Agreement

20.1 The COUNTY and the CONTRACTOR agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

20.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the COUNTY and CONTRACTOR pertaining to the Services, whether written or oral.

20.3 None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

21.0 Modification

21.1 The Agreement may not be modified unless such modifications are evidenced in writing signed by both COUNTY and CONTRACTOR. Such modifications shall be in the form of a written Amendment executed by both parties.

22.0 Successors and Assigns

22.1 COUNTY and CONTRACTOR each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

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22.2 CONTRACTOR shall not assign this Agreement without the express written approval of the COUNTY by executed amendment.

22.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this agreement and such substitution shall be affirmed by the Wakulla County Board of County Commissioners by executed amendment.

23.0 Contingent Fees

23.1 The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

24.0 Truth-In-Negotiation Certificate

24.1 Execution of this Agreement by the CONTRACTOR shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

24.2 The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside CONTRACTORS. The COUNTY shall exercise its rights under this "Certificate" within one (1) year following payment.

25.0 Ownership of Documents

25.1 CONTRACTOR shall be required to cooperate with the COUNTY and other CONTRACTORS relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the COUNTY for its use and/or distribution as may be deemed appropriate by the COUNTY. CONTRACTOR is not liable for any damages, injury or costs associated with the COUNTY use or distribution of these documents for purposes other than those originally intended by CONTRACTOR.

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25.2 CONTRACTOR shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:

25.2.1. Keep and maintain public records required by the COUNTY in order to perform the Scope of Services described herein.

25.2.2. Upon request from the County provide the COUNTY with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the COUNTY.

25.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term, and thereafter if the CONTRACTOR does not transfer all records to the COUNTY.

25.2.4. Transfer, at no cost, to COUNTY all public records in possession of the CONTRACTOR upon termination of this Agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY, in a format that is compatible with the information technology systems of the COUNTY. If the CONTRACTOR keeps and maintains public records upon the conclusion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records that would apply to the COUNTY.

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

25.2.6. If CONTRACTOR does not comply with a public records request, the COUNTY shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if the CONTRACTOR fails to provide records when requested, the CONTRACTOR may be subject to penalties under section 119.10, Florida Statutes and reasonable costs of enforcement, including attorney fees.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 926-0919, JWELCH@MYWAKULLA.COM, P.O. BOX 1263 CRAWFORDVILLE, FL 32326.

26.0 Access and Audits

26.1 CONTRACTOR shall maintain adequate records to justify all charges and costs incurred in performing the work for at least five (5) years after completion of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the CONTRACTOR's place of business.

26.2 Misrepresentations of billable time or reimbursable expenses as determined by the County Clerk or Auditor to the Wakulla County Board of County Commissioners shall result in the recovery of any resulting overpayments. The COUNTY's cost of recovery shall be the sole expense of the CONTRACTOR, including accounting and legal fees, court costs and administrative expenses.

26.3 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

26.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

27.0 Notice

27.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to County: Wakulla County Board of County Commissioners
Attn: David Edwards
3093 Crawfordville Highway
Crawfordville, FL 32327

As to CONTRACTOR: [TO COME]

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27.2 Notices shall be effective when received at the addresses specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e., printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

27.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONTRACTOR and COUNTY.

28.0 Service of Process

As to County: Chairman of the Board of County Commissioners
Wakulla County Florida
3093 Crawfordville Highway
Crawfordville, Florida 32327

As to CONTRACTOR: [TO COME]

29.0 Contract Administration

29.1 Services of CONTRACTOR shall be under the general direction of the Wakulla County Golf Course Superintendent, or their successor, who shall act as the COUNTY's representative during the term of the Agreement.

30.0 Key Personnel

30.1 CONTRACTOR shall notify COUNTY in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to changes. CONTRACTOR at COUNTY's request shall remove without consequence to the COUNTY any subcontractor or employee of the CONTRACTOR and replace him/her with another employee having the required skill and experience. COUNTY has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Name: _____

Name: _____

31.0 Appropriations

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31.1 CONTRACTOR acknowledges that the COUNTY, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the COUNTY's performance and obligation to pay under this agreement is contingent upon annual appropriation.

32.0 Liquidated Damages

32.1 The parties hereto agree that liquidated damages will be assessed against the CONTRACTOR for CONTRACTOR's failure to meet the final deliverable date in the performance schedule in Section 2.0 of this Agreement at a rate of _____ per day.

34.0 E-Verify.

34.1 As a condition precedent to entering into this Agreement and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees.

34.1.1 Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

34.1.2 The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

34.1.3 The County, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

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34.1.4 A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(5)(d), Fla. Stat. (2023). Contractor acknowledges that upon termination of this Agreement by the County for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. Contractor further acknowledges that Contractor is liable for any costs incurred by the County as a result of termination of any contract for a violation of this section.

34.1.5 Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

35.0 Vendors on Scrutinized Companies Lists.

35.1 By executing this Agreement, CONTRACTOR, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the Contractor has submitted a false certification, the County will provide written notice to the Contractor. Unless the Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the Contractor. If the County's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on

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the Contractor, and the Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County’s determination of false certification by Contractor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Section 39, this Section 39 shall be null and void.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

Attest:
Greg James
Clerk of the Board

WAKULLA COUNTY, a political
subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Quincee Messersmith, Chair, Board of County
Commissioners

Date Approved by Board: _____

Reviewed as to form:

Heather J. Encinosa, County Attorney

Date _____

Attest:
By: _____
Corporate Secretary

COMPANY
a _____ Corporation

By: _____

[Print Name]

[Print Name]

DATE: _____

[Title]

SEAL

DATE: _____

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ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ COUNTY OF _____

The foregoing instruments was acknowledged before me this

_____ By _____

(Date)

(Name of officer or agent, title of officer or agent)

on behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced

_____ as identification and did certify to have knowledge of the matters stated

(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____

(Date)

_____ Commission Number _____

(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____

(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this

_____ By _____

(Date)

(Name of acknowledging partner or agent)

on behalf of _____ a partnership. He/She personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the

matters

(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____

(Date)

_____ Commission Number _____

(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____

(Name of Notary typed, printed or stamped)

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ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this

_____ By _____

(Date)

(Name of acknowledging)

who personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters

(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____

(Date)

(Official Notary Signature and Notary Seal)

Commission Number _____

(Name of Notary typed, printed or stamped)

Commission Expiration Date _____

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ATTACHMENT A

SCOPE OF SERVICES

Wakulla County requests proposals for disaster recovery consulting services. The successful Respondent will assume responsibility as an independent contractor for the development and submission of FEMA grant applications and the management of all such disaster-related grants. Selected contractor(s) will be required to follow the code of Federal Regulations, as it relates to procurement and scope of services as amended and updated. This will include working with federal agencies, state agencies and various other individuals. Some of the services the successful Respondent may be asked to perform include, but are not limited to, the following:

- A. Provide grant management advice related to FEMA, Federal or State agency pass-through grant(s) and provide other associated services that may be directly related to support recovery costs and reimbursement from appropriate agencies.
- B. File the initial Request for Public Assistance (RPA) after the initial disaster (event) within the deadline time period. Meet all stated deadlines to meet FEMA and the State's required timelines to recover full reimbursement.
- C. Assist in compiling the initial damage assessments for all expenditures, both in force account and permanent damages, including labor, equipment, materials, contract, rental equipment and all FEMA reimbursement categories.
- D. Meet all stated deadlines to meet FEMA and the State's required timelines to recover full reimbursement.
- E. Meet with FEMA Representatives and the State Public Assistance Coordinator for the initial scoping meeting to review the procedures and follow-up processes required to support full reimbursement and/or grant funding.
- F. Prepare any required supporting documentation that must accompany the Project Worksheets, including working with the Human Resources Department to gather details related to employee fringe benefits, overtime, etc. for labor rates to provide to FEMA.
- G. Work with appropriate County staff to assist the Federal or State Agency in providing the necessary information, e.g. insurance policies, personnel policies, as requested by those or other agencies to complete necessary documentation for reimbursement and/or grant application.
- H. Assist in completing the appropriate documentation required for federal and state reimbursement, and the submittal of all eligible expenditures for small and large projects to the appropriate agencies, and within the required deadline.

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- I. Provide assistance to determine if any eligible damages or expenses have not been quantified and presented for reimbursement.
- J. Assist in tracking all project documentation submitted and follow any outstanding expenditure(s) to ensure that all eligible expenditures are credited through submitted reimbursements. Ensure that County Staff understand why certain expenditures were deobligated, if any. Track all expenditures and reimbursements to maintain high quality reconciliations of monies expended by the County and submitted for reimbursements versus those actually received.
- K. Provide copies of all documentation transacted for reimbursement on behalf of the County. Offer the County any project management design and/or coordination ideas that may result in cost savings, efficiencies or increased reimbursement.
- L. Assist the County to provide all necessary backup documentation that will garner full reimbursement or grant eligibility. The documentation submitted for reimbursement must withstand a FEMA or Federal or State audit and the State Emergency Management audit, and the successful Respondent will have to support the work for which they are assisting the County.
- M. Assist the specialized FEMA teams as they become necessary in the process. FEMA teams may be assigned to the County to review the reimbursement in a particular area. The successful Respondent would work with this team as necessary to assist in getting reimbursement for the County.
- N. Maintain records of all the documentation provided by the County submitted to any outside agency for reimbursement and provide the County with said copies upon request at any point in the process.
- O. Once all projects are complete and reimbursement has been drawn down for eligible costs, the successful Respondent would assist with final preparations with the State of Florida and FEMA or federal agencies for final inspections and the closeout process for large and small projects. The successful Respondent would participate in the exit conferences with the County, State and FEMA agencies.
- P. The successful Respondent must be available to assist with any requests for audit information by any source.
- Q. The successful Respondent must be able to have a team available from the start of the disaster reimbursement process to the closeout process for the County.
- R. Provide the County with a final report that will summarize the total reimbursement requested, total expenditures by Project Worksheet, and any special circumstances. Additionally, reporting requirements include the total number of Project Worksheets, total reimbursement requested by Category types, total reimbursement requested by small or large project, and any other relevant

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data.

- S. Provide miscellaneous services not otherwise described, but which the County may require during the course of the Agreement, or any other tasks associated with FEMA grant management or documentation reimbursement process as requested by the County.
- T. This scope of work may include public adjusting and will include coordinating with the County to coordinate insurance and /or FEMA reimbursement as deemed necessary.
- U. Provide assistance with Florida Division of Emergency Management Bureau of Recovery Public Assistance document coordination, meetings and Project Worksheet amendments.

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APPENDIX B – DRAFT AGREEMENT

ATTACHMENT B
CIVIL RIGHTS AND NONDISCRIMINATION
AUTHORITIES

1. Nondiscrimination Acts and Authorities. For all federally funded SAs, Consultant agrees for itself, its successors, and its assigns, to comply and to assure that any subcontractor also agrees to comply with the following Title VI List of Pertinent Nondiscrimination Acts and Authorities.

1.1. Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq. 78 stat. 252), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement;

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

1.3. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964);

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

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

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

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

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

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

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

1.11. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging

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programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

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

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

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

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

2. Nondiscrimination Clauses for Compliance with Regulations. For all federally funded SAs, the Consultant agrees for itself, its successors, and its assigns to comply with the following Nondiscrimination Clauses.

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

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

2.3. Information and Reports. The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

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

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

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

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ATTACHMENT C

FEDERAL PROVISIONS RELATED TO GRANT FUNDS THAT MAY BE USED TO FUND THE SERVICES AND GOODS UNDER THIS RFP 2024-18

This RFP 2024-18 is or may become fully or partially Federally Grant funded. To the extent applicable, in accordance with Federal law, respondents shall comply with the clauses as enumerated below. [Consultant] shall adhere to all grant conditions as set forth in the requirements of any grant funding which have been provided to [Proposer/Contractor/Consultant], along with any and all other applicable Federal Laws. Including, but not limited to, those set forth below, as well as those listed below, which are incorporated herein by reference:

- a. 2 CFR. 25.110
- b. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
- c. Executive Orders 12549 and 12689
- d. 41 CFR s. 60-1(a) and (d)
- e. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

These cited regulations are hereby incorporated and made part of this RFP 2024-18 as if fully set forth herein. As stated above, this list is not all inclusive, any other requirement of law applicable in accordance with the Federal, State or grant requirements are also applicable and hereby incorporated into this RFP 2024-18. The provisions in this exhibit are supplemental and in addition to all other provisions within the RFP 2024-18. In the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of the remainder of the RFP 2024-18, the conflicting terms and conditions of this Exhibit shall prevail. However, in the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this RFP 2024-18 the conflicting terms and conditions of that document shall prevail.

Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182): Applicability: As required in the Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D). Requirement: to the extent applicable, [proposer/consultant/contractor] must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

Conflict of Interest (2 CFR § 200.112): Applicability: Any federal grant funded Contract or Contract that may receive federal grant funds. Requirement: The [proposer/consultant/contractor] must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts. In accordance with the Wakulla County Purchasing Manual section 41.05(8), a conflict of interest exists when and of the following occur: i. Because of other activities, relationships, or contracts, a [proposer/consultant/contractor] is unable, or potentially unable, to render impartial assistance or advice; ii. A [proposer/consultant/contractor]’s objectivity in performing the contract work is or might be otherwise impaired; or iii. The [proposer/consultant/contractor] has an unfair competitive advantage.

Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733): Applicability: All Contracts using federal grants funds, or which may use federal grant funds. Requirement: [proposer/consultant/contractor] acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the [proposer/consultant/Contractor]’s actions pertaining to this RFP 2023-03. The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Utilization of Minority and Women Firms (M/WBE) (2 CFR § 200.321): Applicability: All federally grant funded Contracts or Contracts which may use federal grant funds. Requirement: The [proposer/consultant/contractor] must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used, when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime [proposer/consultant/contractor] will require compliance by all sub-contractors. Prior to contract award, the [proposer/consultant/contractor] shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)

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Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375): Applicability: except as otherwise provided under 41 CFR Part 60, applies to all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3. Requirement: During the performance of this Contract, the [proposer/consultant/contractor] agrees as follows: (1) The [Proposer/Contractor/Consultant] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The [Proposer/Contractor/Consultant] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [Proposer/Contractor/Consultant] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The [Proposer/Contractor/Consultant] will, in all solicitations or advertisements for employees placed by or on behalf of the [Proposer/Contractor/Consultant], state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The [Proposer/Contractor/Consultant] will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of the [Proposer/Contractor/Consultant]’s commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The [Proposer/Contractor/Consultant] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The [Proposer/Contractor/Consultant] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the [Proposer/Contractor/Consultant]’s noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the [Proposer/Contractor/Consultant] may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) [Proposer/Contractor/Consultant] will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The [Proposer/Contractor/Consultant] will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a [Proposer/Contractor/Consultant] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the [Proposer/Contractor/Consultant] may request the United States to enter into such litigation to protect the interests of the United States.

Additional notice and requirement for federally assisted contracts or subcontracts in excess of \$10,000.00:

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246).

THE OFFEROR'S OR BIDDER'S ATTENTION IS CALLED TO THE “EQUAL OPPORTUNITY CLAUSE” AND THE “STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS” SET FORTH HEREIN. THE GOALS AND TIMETABLES FOR MINORITY AND FEMALE PARTICIPATION, EXPRESSED IN PERCENTAGE TERMS FOR THE CONTRACTOR'S AGGREGATE WORKFORCE IN EACH TRADE ON ALL CONSTRUCTION WORK IN THE COVERED AREA, ARE AS FOLLOWS:

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TIME-TABLES	GOALS FOR MINORITY PARTICIPATION FOR EACH TRADE	GOALS FOR FEMALE PARTICIPATION IN EACH TRADE
	INSERT GOALS FOR EACH YEAR	INSERT GOALS FOR EACH YEAR.

THESE GOALS ARE APPLICABLE TO ALL THE CONTRACTOR'S CONSTRUCTION WORK (WHETHER OR NOT IT IS FEDERAL OR FEDERALLY ASSISTED) PERFORMED IN THE COVERED AREA. IF THE CONTRACTOR PERFORMS CONSTRUCTION WORK IN A GEOGRAPHICAL AREA LOCATED OUTSIDE OF THE COVERED AREA, IT SHALL APPLY THE GOALS ESTABLISHED FOR SUCH GEOGRAPHICAL AREA WHERE THE WORK IS ACTUALLY PERFORMED. WITH REGARD TO THIS SECOND AREA, THE CONTRACTOR ALSO IS SUBJECT TO THE GOALS FOR BOTH ITS FEDERALLY INVOLVED AND NONFEDERALLY INVOLVED CONSTRUCTION. THE CONTRACTOR'S COMPLIANCE WITH THE EXECUTIVE ORDER AND THE REGULATIONS IN 41 CFR PART 60-4 SHALL BE BASED ON ITS IMPLEMENTATION OF THE EQUAL OPPORTUNITY CLAUSE, SPECIFIC AFFIRMATIVE ACTION OBLIGATIONS REQUIRED BY THE SPECIFICATIONS SET FORTH IN 41 CFR 60-4.3(A), AND ITS EFFORTS TO MEET THE GOALS. THE HOURS OF MINORITY AND FEMALE EMPLOYMENT AND TRAINING MUST BE SUBSTANTIALLY UNIFORM THROUGHOUT THE LENGTH OF THE CONTRACT, AND IN EACH TRADE, AND THE CONTRACTOR SHALL MAKE A GOOD FAITH EFFORT TO EMPLOY MINORITIES AND WOMEN EVENLY ON EACH OF ITS PROJECTS. THE TRANSFER OF MINORITY OR FEMALE EMPLOYEES OR TRAINEES FROM CONTRACTOR TO CONTRACTOR OR FROM PROJECT TO PROJECT FOR THE SOLE PURPOSE OF MEETING THE CONTRACTOR'S GOALS SHALL BE A VIOLATION OF THE CONTRACT, THE EXECUTIVE ORDER AND THE REGULATIONS IN 41 CFR PART 60-4. COMPLIANCE WITH THE GOALS WILL BE MEASURED AGAINST THE TOTAL WORK HOURS PERFORMED.

THE CONTRACTOR SHALL PROVIDE WRITTEN NOTIFICATION TO THE DIRECTOR OF THE OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS WITHIN 10 WORKING DAYS OF AWARD OF ANY CONSTRUCTION SUBCONTRACT IN EXCESS OF \$10,000 AT ANY TIER FOR CONSTRUCTION WORK UNDER THE CONTRACT RESULTING FROM THIS SOLICITATION. THE NOTIFICATION SHALL LIST THE NAME, ADDRESS AND TELEPHONE NUMBER OF THE SUBCONTRACTOR; EMPLOYER IDENTIFICATION NUMBER OF THE SUBCONTRACTOR; ESTIMATED DOLLAR AMOUNT OF THE SUBCONTRACT; ESTIMATED STARTING AND COMPLETION DATES OF THE SUBCONTRACT; AND THE GEOGRAPHICAL AREA IN WHICH THE SUBCONTRACT IS TO BE PERFORMED.

AS USED IN THIS NOTICE, AND IN THE CONTRACT RESULTING FROM THIS SOLICITATION, THE "COVERED AREA" IS *(INSERT DESCRIPTION OF THE GEOGRAPHICAL AREAS WHERE THE CONTRACT IS TO BE PERFORMED GIVING THE STATE, COUNTY AND CITY, IF ANY).*

Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5): Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Wakulla County. Requirement: If applicable to this RFP 2023-03, the [proposer/consultant/contractor] agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). [proposer/consultant/contractor] are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3): Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Wakulla County. Requirement: If applicable to this RFP 2023-03, [proposer/consultant/contractor] shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this RFP 2023-03. [proposer/consultant/contractor] are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5): Applicability: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers. Requirement: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary,

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hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387, as amended):

Applicability: Contracts and subgrants of amounts in excess of \$150,000.00. Requirement: [*proposer/consultant/contractor*] agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Debarment and Suspension (2 CFR part 180, Executive Orders 12549 and 12689): Applicability: All contracts with federal grant funding or possibility of federal grant funds being used. Requirement: [*proposer/consultant/contractor*] certifies that it and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. [*proposer/consultant/contractor*] now agrees to verify, to the extent applicable that for each lower tier subcontractor that exceeds \$25,000 as a “covered transaction” under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The [*proposer/consultant/contractor*] agrees to accomplish this verification by: (1) Checking the System for Award Management at website: <http://www.sam.gov>; (2) Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, herein; (3) Inserting a clause or condition in the covered transaction with the lower tier contract.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Applicability: Applicable to any individual/entity that applies or bids/procures an award in excess of \$100,000. Requirement: [*proposer/consultant/contractor*] must file the required certification, attached to the procurement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401): Applicability: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 additional Standard patent rights clauses in accordance with 37 CFR § 401.14 shall apply. Requirement: Please contact the County for further information related to the applicable standard patent rights clauses.

Procurement of Recovered Materials (2 CFR 200.323 and 40 CFR Part 247): Applicability: All contractors of Wakulla County when federal funds may be or are being used under the Contract. Requirement: [*proposer/consultant/contractor*] must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Access to Records and Reports: Applicability: All Contracts that received or may receive federal grant funding. Requirement: [*Proposer/consultant/contractor*] will make available to the County’s granting agency, the granting agency’s Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Wakulla County, Wakulla County Clerk of Court’s Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County’s grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor’s personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

Record Retention (2 CFR § 200.33): Applicability: All Contracts that received or may receive federal grant funding. Requirement: [*proposer/consultant/contractor*] will retain of all required records pertinent to this contract for a period of three years, beginning on a

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date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

Federal Changes: [*proposer/consultant/contractor*] shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of [*the contract/any awarded contract*].

Termination for Default (Breach or Cause): Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

Termination for Convenience: Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: [*The Contract/Any Awarded Contract*] may be terminated by Wakulla County in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the [*Contractor/Consultant*] shall be paid only for that work satisfactorily performed for which costs can be substantiated.

Safeguarding Personal Identifiable Information (2 CFR § 200.82): Applicability: All Contracts receiving, or which may receive federal grant funding. Requirement: [*proposer/consultant/contractor*] will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200): Applicability: All Contracts receiving, or which may receive federal grant funding. Requirement: The County will not award contracts containing Federal funding on a cost-plus percentage of cost basis.

Energy Policy and Conservation Act (43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II (H)): Applicability: For any contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Requirement: [*proposer/consultant/contractor*] shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

Trafficking Victims Protection Act (2 CFR Part 175): Applicability: All federally grant funded contracts or contracts which may become federally grant funded. Requirement: [*Proposer/Contractor/Consultant*] will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits [*Proposer/Contractor/Consultant*] from (1) engaging in severe forms of trafficking in persons during the period of time that [*this Contract/resulting contract*] is in effect; (2) procuring a commercial sex act during the period of time that [*this Contract/resulting contract*] is in effect; or (3) using forced labor in the performance of the contracted services under [*this contract/a resulting contract*]. [*This Contract/a resulting contract*] may be unilaterally terminated immediately by County for [*Proposer/Contractor/Consultant*]'s violating this provision, without penalty.

Domestic Preference For Procurements (2 CFR § 200.322): Applicability: All Contracts using federal grant funds, or which may use federal grant funds. Requirement: As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in [*this Contract/a resulting contract*], shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101, Executive Order 14005)): Applicability: Applies to purchases of iron, steel, manufactured products and construction materials permanently incorporated into infrastructure projects, where federal grant funding agency requires it or if the grant funds which may come from any federal agency, but most commonly: the U.S. Environmental Protection Agency (EPA), the U.S. Federal Transit Administration (FTA), the US Federal Highway

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Administration (FHWA), the U.S. Federal Railroad Administration (FRA), Amtrack and the U.S. Federal Aviation Administration (FAA). Requirement: All iron, steel, manufactured products and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with Wakulla County for further details. Proposers shall be required to submit a completed Buy America Certificate with this procurement, an incomplete certificate may deem the proposer's submittal non-responsive.

Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216): Applicability: All Contracts using federal grant funds, or which may use federal grant funds. Requirement: [*Proposer/Contractor/Consultant*] and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

Enhanced Whistleblower Protections (41 U.S.C. § 4712): Applicability: National Defense Authorization Act of 2013 extending whistleblower protections to [*Proposer/Contractor/Consultant*] employees may apply to the Federal grant award dollars involved with [*this Contract/a resulting contract*]. Requirement: See 42 U.S. Code § 4712 for further requirements. Requirement: An employee of [*Proposer/Contractor/Consultant*] and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: In accordance with FFATA, the [*Proposer/Contractor/Consultant*] shall, upon request, provide Wakulla County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

Federal Awardee Performance and Integrity Information System (FAPIS)(The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The [*Proposer/Contractor/Consultant*] shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

Never Contract With The Enemy (2 CFR Part 183): Applicability: only to grant and cooperative agreements in excess of \$50,000 performed outside of the United States, Including U.S. territories and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. Requirement: [*proposer/consultant/contractor*] must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

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Federal Agency Seals, Logos and Flags: Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The [proposer/consultant/contractor] shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

No Obligation by Federal Government: Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from [a resulting contract/the contract].

The _____ [insert name of the signatory] on behalf of _____
the [proposer/consultant/contractor] is authorized to sign below and confirm the [proposer/consultant/contractor] is fully able to comply with these requirements, federal terms and conditions and has on made any inquiries and further examination of the law and requirements as is necessary to comply.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

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Buy America Certificates

If steel, iron, or manufactured products (as defined in 49 CFR §§ 661.3 and 661.5 of this part) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR § 661.13(b) of this part.

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

TITLE: _____

Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

TITLE: _____