

**MADISON COUNTY
BOARD OF COUNTY COMMISSIONERS**



**REQUEST FOR PROPOSALS (RFP) EM RFP 2024-01
VEGETATIVE DEBRIS REMOVAL SERVICES
FOUR FREEDOMS TRAIL**

PROPOSAL ADVERTISE DATE: June 11, 2024

PROPOSAL RELEASE DATE: June 11, 2024

RESPONSE DUE DATE AND TIME: June 27, 2024 @ 4:00 P.M. EST

EXPRESS MAIL SERVICE OR HAND DELIVER RESPONSE TO:

Madison County Board of County Commissioners
ATTN: EM RFP 2024-01
229 SW Pinckney Street, Room 219
Madison, FL 32340

CONTACT:

Leigh Basford
Emergency Management Director
1083 SW Harvey Greene Drive
Madison, FL 32340
(850) 973-3698

madisonem@madisoncountyfl.com

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1.0 Intent and General Instructions

1-1. Summary

The Board of County Commissioners of Madison County, Florida, (“the County”), through this Request for Proposals, is soliciting proposals from qualified businesses registered to do business in the State of Florida to provide vegetation and debris removal services.

The County desires to retain qualified and experienced debris management and removal service provider(s) for vegetative debris removal on the Four Freedoms Trail within the boundaries of Madison County.

This project is funded by Florida Department of Emergency Management’s Legislative Appropriations Program as established by CS/HB 1C. The available funding for this project is limited to a total of \$600,000.

These services are to be completed in a timely and cost-effective manner while lawfully documenting all related activities.

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

Vendors/Contractors 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 Madison 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 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/times will be determined at each phase.

This RFP and any addenda issued will be posted the County’s website at <https://madisoncountyfl.com/emergency-management/> or can be obtained by contacting the Emergency Management Director’s Office at 850-973-3698 or madisonem@madisoncountyfl.com.

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

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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 accept or reject any or all proposals and waive informalities and minor irregularities in proposals received in accordance with the RFP and the Madison County Procurement Policy.

The County reserves the right to reject any Proposal found to be non-responsive, vague, or nonconforming. 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 RFP 2024-01 Vegetation and Debris Services Removal, no later than **June 27, 2024 @ 4:00 P.M.**, unless otherwise changed through an addendum to this RFP, to the Madison County Board of County Commissioners Office at 229 SW Pinckney Street, Room 219, Madison, FL 32340. Microsoft Word versions of all proposal documents can be requested from the Emergency Management Director. Proposals received after this date and time will not be considered and shall be returned unopened.

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

ADA – Special Accommodations: Any person requiring accommodations by the County due to a disability should call the County Manager 850-973-3179 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 Emergency Management Director's 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 Madison County Office of Emergency Management website at <https://madisoncountyfl.com/emergency->

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[management/](#) or by contacting the Emergency Management Director at 850-973-3698. All questions pertaining to this RFP should be submitted in writing in accordance with the RFP instructions set forth in Section 2.0 of the RFP.

1-2. Background

As documented by the Hurricane Idalia Repair and Recovery Program, \$50 million dollars were appropriated to assist impacted communities with mitigation of local and county revenue losses and operating deficits, infrastructure repairs and replacement including road; sewer; and water facilities, beach renourishment, debris removal, and dredging of public waterways. Funding could be requested by local governments, independent special districts, and school boards, including charter schools within counties which received IA and PA declarations due to Hurricane Idalia. Madison County was awarded funds for vegetative debris removal on the Four Freedoms Trail spanning twelve (12) miles within Madison County, Florida.

1-3. Contact Information

Leigh Basford
Emergency Management Director
Madison County Office of Emergency Management
1083 SW Harvey Greene Drive
Madison, FL 32340
(850) 973-3698
madisonem@madisoncountyfl.com

1-4. Solicitation

SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED BY THE OFFICE OF THE MADISON COUNTY BOARD OF COUNTY COMMISSIONERS, VIA PAPER SUBMISSIONS AT 229 SW Pinkney St. Madison, FL 32340 UNTIL 4:00 P.M., LOCAL TIME ON June 27, 2024. NO PROPOSAL OFFERS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION AND THE RESPONDING RESPONDENTS WILL BE PUBLICLY READ IN THE ANNEX CONFERENCE ROOM AT 10:00 am ON JULY 1, 2024. PURSUANT TO FS 119.071, SEALED PROPOSALS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM FINAL INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE PROPOSALS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.

2.0 Schedule of Events

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

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

<i>Event</i>	<i>Date/Time</i>
Release of RFP	June 11, 2024
Technical Questions Due from Prospective Proposers	June 18, 2024 by 4:00 P.M.
Responses to Technical Questions Due	June 21, 2024
PROPOSALS DUE TO BOCC	June 27, 2024 @ 4:00 P.M.
Board Consideration of Intended Award	July 10, 2024

All inquiries and questions concerning this RFP must be in writing (e-mail is acceptable), received in accordance with Section 2-0. Schedule of Events, and must be directed to Leigh Basford, Emergency Management Director, madisonem@madisoncountyfl.com or mailed to 229 SW Pinckney Street, Room 219, Madison, FL 32340.

Questions and responses will be posted on the Madison County Office of Emergency Management website and, if necessary, an Addendum(s) will be issued.

3.0 Scope of Work

3-1. Location of Work

The work to be performed in this contract will be performed at the Four Freedoms Trail, coordinates 30.474472 to -83.400856, located within Madison County, Florida.

3-2. Specifications

The County desires to obtain a qualified and experience Vendor/Contractor who will supply all labor, equipment, and supplies in order to accomplish removal of debris on the Four Freedoms Trail, a total span of twelve (12) miles, located within Madison County, Florida.

3-3. Performance Schedule

Vendor/Contractor(s) shall provide continuous services, per the rates proposed and for the period specified within the agreement. Vendor/Contractor(s) shall mobilize a staff of sufficient size as determined by the Vendor and the Madison County Director of Emergency Management, or designee, to adequately manage this project.

The Vendor/Contractor(s) shall provide to the Madison County Director of Emergency Management, or designee, daily updates on the project and estimate the time remaining for job completion.

3-4. Work Products Required

The Vendor/Contractor(s) shall provide all equipment necessary for the performance of the work under these requirements and specifications. All equipment repairs and operating cost shall be the responsibility of the Vendor/Contractor(s).

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Equipment which is designated for this project shall not be used for any other work during the duration of the contract, unless released by Madison County. The Vendor/Contractor(s) shall not solicit work from private citizens throughout the County.

3-5. Minimum Qualifications

This Proposal shall be awarded to a responsive, responsible Proposers, qualified by experience to provide the work specified. The Proposers will submit the following information with his/her Proposal:

- A. List a brief description of substantially similar work (size and scope) for at least three (3) references of firms, and/or governmental agencies/entities satisfactorily completed with location, dates of Contract, names, addresses, telephone numbers and email addresses of owners These references must be for work performed within the past three (3) years.
- B. List of equipment and facilities available to do work.
- C. List of personnel, by name and title, contemplated to perform the work. Failure to submit this information may be cause for rejection of your Proposal.

3-6. General

- A. The Vendor/Contractor(s) shall provide all equipment, supplies, plans, procedures, and personnel necessary to complete this project. Activities include but are not limited to: vegetative debris removal and other activities as determined necessary and approved by the County, and overall project management. All debris removal and disposal management services shall be in accordance with all applicable Federal and State laws, and environmental regulations. The County, at its sole discretion and at any time, may elect to perform work with in-house forces or additional contract forces.
- B. The total number of actual hours worked by each crew shall be according to the needs of the Madison County Director of Emergency Management, or designee. It is estimated that each crew will work a minimum eight (8) hours per day, five days per week. No guarantee of minimum hours is implied or expressed.
- C. The Vendor/Contractor(s) Representative shall coordinate daily with the Madison County Director of Emergency Management, or designee. The Vendor/Contractor(s) Representative shall have the authority to act on behalf of the Vendor/Contractor(s) to address and resolve issues that may arise during the course of this work.
- D. The Vendor/Contractor(s) shall conduct debris removal during daylight hours only, five days per week, unless otherwise approved in writing. The Vendor/Contractor(s) shall be responsible for coordinating with the Madison

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County Director of Emergency Management, or designee, in the event weather conditions delay or modify the proposed daily schedule.

- E. The Vendor/Contractor(s) shall provide proper documentation to the County as required by the State, to include the Florida Division of Emergency Management (FDEM) all debris removal operations to ensure compliance.
- F. The Vendor/Contractor(s) shall be responsible for determining what permits are necessary to perform under this Contract and obtain all permits necessary to complete all work herein. Copies of all permits shall be submitted to the County prior to the commencement of work assignment.
- G. The work shall begin upon a written Notice to Proceed (NTP) from the Madison County Director of Emergency Management, or designee. No guarantee of minimum or maximum amounts per Proposal item is made or implied by the County under this agreement. No adjustment to Proposal prices shall be considered due to the increases or decreases in estimated quantities.

3-7. Debris Removal

- A. The Vendor/Contractor(s) shall submit to the Madison County Director of Emergency Management, or designee, a typed listing that indicates the type of vehicle, make, model, license plate number, , equipment identification and measured interior volume (in cubic yards) of the load bed of each piece of equipment utilized to haul debris.
- B. Prior to commencing operations, the Vendor/Contractor(s) shall affix to each piece of equipment signs or markings indicating the owner/operator's name and a unique equipment identification number.

Identification numbers shall not be reused. One sign shall be placed on each side of the equipment. For those trucks, trailers, and other equipment intended to haul debris, the maximum volume, in cubic yards, of load bed shall also be shown. Signs shall be maintained in an easily readable fashion for the duration of the work. Minimum letter size shall be three (3) inches in height.

- C. The County desires that the Vendor/Contractor(s) maximizes the use of self-loading trucks equipped with grapples or loaders with grapple attachments (in non-alley operations) to reduce potential collateral damage and to expedite the cleanup operation. Small hand load operations are discouraged.
- D. All equipment shall be in compliance with the Proposal specifications and all applicable Federal, State, and local rules and regulations.
- E. The Vendor/Contractor(s) shall notify the Madison County Director of Emergency Management, or designee, of major problems, such as equipment failure or loss of qualified labor, daily.

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- F. The Madison County Director of Emergency Management or designee shall monitor all Vendor/Contractor(s) operations. Each truck driver shall be given load tickets that validate where the material originated. The quantity of debris hauled shall be determined at the disposal site by the County or designee. The quantity shall be recorded on the load ticket and a copy of the load ticket shall be given to the truck driver.
- G. The Vendor/Contractor(s) shall provide a “Debris removal” operations plan for review and approval by the Madison County Director of Emergency Management, or designee, prior to beginning work. At a minimum, the plan shall address the following:
1. Concept of Operations;
 2. Personnel management, to include point of contact, organizational chart, etc.,
 3. Traffic control procedures (if applicable);
 4. Operational security plan;
 5. Operational safety plan; and
 6. Environmental impact mitigation plan, to include a hazardous materials identification, reporting, handling, and containment plan, and additional plans for other hazards, to include considerations for smoke, dust, noise, traffic, buffer zones and stormwater runoff as may be appropriate and if deemed necessary.

3-8. Site Management and Debris Disposal – If applicable

- A. Vendor/Contractor(s) shall provide all labor, services, equipment, materials, and supplies necessary to accept, process, and reduce vegetative debris through either tub grinding into chips/mulch or through air curtain incineration into ash.
- B. The locations of the vegetative debris volume reduction sites shall be at the recommendation of the vendor and approved by the Madison County Director of Emergency Management, or designee.
- C. The Vendor/Contractor(s) shall provide equipment and personnel to manage and operate vegetative debris volume reduction sites.
- D. The Vendor/Contractor(s) shall determine the need for and construct observation/inspection towers at each selected temporary vegetative debris volume reduction site if deemed necessary. The towers shall be constructed in accordance with all applicable laws and codes.
- E. The County shall not provide to the Vendor/Contractor(s), potable water, sewage treatment, fuel, electricity, portable toilets, other utilities, or other personnel,

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materials, or equipment to operate the debris volume reduction site. The Vendor/Contractor(s) shall provide portable sanitary facilities and maintain these facilities. The Vendor/Contractor(s) shall provide utility clearances as appropriate. The Vendor/Contractor(s) shall protect existing structures at the sites and repair any damage caused by their operations at no additional cost to the County.

- F. Vendor/Contractor(s) shall be responsible for establishing site layout as approved by the Madison County Director of Emergency Management or designee.
- G. Chips/mulch should be stored in piles no higher than meet all local, State, and federal regulations and laws.
- H. No more than seven (7) days of chipped debris shall remain on ground at the site.
- I. The Vendor/Contractor(s) shall provide a site-operations plan for review and approval the Madison County Director of Emergency Management, or designee, prior to beginning work. At a minimum, the plan shall address the following:
 - 1. Access to this site,
 - 2. Site management, to include point of contact, organizational chart, etc.,
 - 3. Traffic control procedures,
 - 4. Site security,
 - 5. Site safety,
 - 6. Site layout/segregation plan,
 - 7. Environmental mitigation plan, including considerations for smoke, dust, noise, traffic, buffer zones, and storm water runoff as appropriate.
- J. The Vendor/Contractor(s) shall be responsible for preparing the sites to accept the debris. Site preparation may include clearing, erosion control, grading, and construction and maintenance of hauling roads and entrances.
- K. The Vendor/Contractor(s) shall be responsible for installing site security measures and maintaining security for operations at the site.
- L. The Vendor/Contractor(s) shall manage the site to minimize the risk of fire.
- M. The Vendor/Contractor(s) shall be responsible for the closure of the debris management sites. Closure shall include removal of site equipment, debris, and all remnants from the processing operation (such as temporary toilets, observation towers, security fence, etc.), and grading the site, and restoring the site to its pre- work conditions. The site shall be restored in accordance with all local requirements. The Vendor/Contractor(s) is responsible for the proper

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disposal of non-burnable debris and wood chips or ash. The Vendor/Contractor(s) shall receive approval from the Madison County Director of Emergency Management or designee.

3-9. Debris Separation/Reduction and TDSR Management-If Applicable

- A. The locations of the TDSR management sites shall be at the recommendation of the vendor and approved by the Madison County Director of Emergency Management, or designee.
- B. Volume Reduction Site Equipment:
 - 1. The Vendor/Contractor(s) shall provide all equipment necessary to prepare the site, stockpile the debris, feed the grinders, remove mulch from the grinding operations, and load and haul for disposable all non-burnable debris, chips/mulch, and any other equipment which may be necessary.
 - 2. All equipment shall be in compliance with all applicable Federal, State, and local rules and regulations. All equipment and operator qualifications shall meet Federal, State, and local requirements.
- C. Vendor/Contractor(s) shall operate and manage the TDSR to accept and process all debris located on the Four Freedoms Trail. All actions shall be implemented by the Vendor/Contractor(s) only with the prior approval of the County. Actions by the Vendor/Contractor(s) shall include, but are not limited to, the following:
 - 1. Ensure that only debris authorized by the Madison County Director of Emergency Management, or designee, shall be allowed into the TDSR sites.
 - 2. Provide to the County a video or photo record of the pre- and post- use site conditions.
 - 3. As directed by the County, obtain all applicable environmental approvals and permits as required by local, state, and federal laws.
 - 4. Prepare a plan of proposed site layout and review with the County prior to its implementation.
 - 5. Prepare a plan for site security and traffic control for both on the site and adjacent roadways and review with the County prior to its implementation.
 - 6. Provide adequate security personnel, fire prevention/fighting equipment, including water truck and hoses, on site throughout the operational period of the TDSR.

3-10. Hazardous Waste

- A. Vendor/Contractor(s) Petroleum, Oil, Lubricant Spills:

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1. The Vendor/Contractor(s) shall be responsible for reporting to the Madison County Director of Emergency Management, or designee, and cleaning up all petroleum, oil, lubricant spills caused by the Vendor/Contractor(s) operations at no additional cost to the County.
2. Immediate containment actions shall be taken as necessary to minimize the effect of any spill or leak. Cleanup shall be in accordance with applicable federal and local laws and regulations.
3. Spills other than on-site shall be reported to the National Response Center and the Madison County Director of Emergency Management, or designee, immediately following discovery. A written follow-up shall be submitted to the Madison County Director of Emergency Management, or designee, not later than seven (7) days after the initial report. The written report shall be in narrative form and, as a minimum, shall include the following:
 - i. Description of the material spilled (including identity, quantity, etc.)
 - ii. Determination as to whether or not the amount spilled is EPA/DEP reportable and when and to whom it was reported.
 - iii. Exact time and location of spill, including description of the area involved.
 - iv. Receiving stream or waters.
 - v. Cause of incident and equipment and personnel involved.
 - vi. Injuries or property damage.
 - vii. Duration of discharge.
 - viii. Containment procedures implemented.
 - ix. Summary of all communications the Vendor/Contractor(s) has had with press or other officials.
 - x. Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

3-11. Hazardous Materials/Waste Management

- A. Vendor/Contractor(s) shall facilitate the County in every way possible to ensure compliance with worker protection, public health, environmental, transportation, and hazardous disposal regulations and applicable consensus standards. This shall include but not be limited to:
 1. The proper cleanup of drainage basins and other subsurface structures potentially impacted with levels of contaminants.

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2. The removal of contaminated soil on the land surface.
3. The emergency securing of hazardous materials, their transport, and disposal of these materials to protect the health, safety, and welfare of the public.

B. Additional Requirements:

1. This work includes the management, removal, transportation and disposal and any other handling requirements for contaminated/hazardous materials in accordance with Federal, State and local laws. Wherever possible, uncontaminated material shall be segregated.
2. Vendor/Contractor(s) shall provide all permits, paperwork, manifests and documents as applicable to the County as required in addition to regulatory agencies and follow all applicable Federal, State and local safety requirements for any of this work.
3. Material shall not be stockpiled on any work site for extended periods of time. Once regulated materials are authorized for transportation by the Federal, State and or local agency, they shall be removed within one (1) business day from the work site or time frames otherwise determined to be acceptable to regulatory standards/agencies and the County.
4. At the County's discretion, some work may be supplemented by using County personnel and equipment.

3-12. Safety

- A. Vendor/Contractor(s) shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. Vendor/Contractor(s) shall provide such safety equipment, training and supervision as may be required by the County and/or other governmental regulations. Vendor/Contractor(s) shall ensure that its Sub-Contracts contain an equivalent safety provision.
- B. The Vendor/Contractor(s) shall be solely responsible for pedestrian and vehicular safety and control within the assigned workspace and shall provide the necessary warning devices, barricades, and other devices necessary to meet Federal, State and local requirements. At a minimum, one flag person shall be posted at each loading site to direct traffic if necessary.
- C. Closure or blocking of public streets and other rights-of-way shall not be permitted unless prior arrangements have been made with the Madison County Director of Emergency Management, or designee, and is coordinated with appropriate departments. Traffic control is the responsibility of the Vendor/Contractor(s) and shall be accomplished in conformance with local traffic codes.

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- D. Vendor/Contractor(s) shall be responsible for traffic control, dust control, erosion control, fire protection, on-site roadway maintenance, and safety measures at the temporary debris staging sites. The Vendor/Contractor(s) shall comply with all Federal, State, and local safety regulations.
- E. The traffic control personnel and equipment shall be in addition to the personnel and equipment required for debris removal and hauling.
- F. The Vendor/Contractor(s) shall erect proper barricades, signs, and warning devices as necessary, for sidewalk and traffic closure/control when doing on-street grinding or debris removal.
- G. Any use of tools or equipment in an unsafe condition or manner or application of techniques or methods defined to be unsafe to life or property is strictly forbidden.

3-13. Vendor/Contractor(s) Responsibilities and Expectations

A. VENDOR/CONTRACTOR(S) CONDUCT OF WORK:

Vendor/Contractor(s) shall be responsible for planning and conducting all operations in a satisfactory and professional manner. All Vendor/Contractor(s) personnel and Sub- Vendor/Contractor(s) shall demonstrate and maintain a courteous and responsible demeanor toward all persons.

B. SUPERVISION BY VENDOR/CONTRACTOR(S):

Vendor/Contractor(s) shall supervise and/or direct all Contracted services performed by its employees, agents and Sub-Contractor(s). Vendor/Contractor(s) is solely responsible for all means, methods, techniques, safety and other procedures. Vendor/Contractor(s) shall employ and maintain a qualified Project Manager at the work site(s) who shall have full authority to act on behalf of Vendor/Contractor(s). All communications given to the Project Manager or by the Madison County Director of Emergency Management or by their designee shall be as binding as if given to Vendor/Contractor(s).

C. VENDOR/CONTRACTOR(S) CONDUCT AND SELF-SUFFICIENCY:

Vendor/Contractor(s) shall be responsible for planning and conducting all operations in a satisfactory and professional manner. All Vendor/Contractor(s) personnel and Sub- Vendor/Contractor(s) shall demonstrate and maintain a courteous and responsible demeanor toward all persons. The Vendor/Contractor(s) shall ensure that its work force, including Sub-Contractor(s), maintain self- sufficiency related to fuel, vehicle repair/maintenance, housing, sanitation, food and related accommodations, in a manner that is consistent with local requirements and minimizing adverse effects on the community.

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D. VENDOR/CONTRACTOR(S) DISPOSAL OF DEBRIS:

Unless otherwise directed by the County, Vendor/Contractor(s) shall be responsible for determining and executing the method and manner for processing and/or lawful disposal of all eligible debris as approved by the County. The locations of the TDSR and final disposal sites utilized by the Vendor/Contractor(s) shall be reported to the County and subject to their approval. Upon request from the Vendor/Contractor(s) other sites may be utilized as directed and/or approved by the County.

E. "CLEAN AS YOU GO" POLICY:

The Vendor/Contractor(s) shall provide a "clean as you go" policy and supervise and enforce such policy during debris management operations. The Vendor/Contractor(s) shall exercise care so as not to generate litter during the removal process. The Vendor/Contractor(s) shall clean up loose materials. The Vendor/Contractor(s) shall be responsible for the repair of any collateral damage caused to private or public property.

F. OPERATION OF EQUIPMENT:

Vendor/Contractor(s) shall operate all trucks, trailers, and all other equipment in compliance with any/all applicable Federal, State and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street, or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the County. Should operation of equipment be required outside of the public ROW, the Vendor/Contractor(s) shall ensure that a ROE Agreement has been obtained prior to property entry.

G. SECURITY OF DEBRIS DURING HAULING:

Vendor/Contractor(s) shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, Vendor/Contractor(s) shall ensure that each load is secure and trimmed so that to the extent practical no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with FDOT guidelines. As required, Vendor/Contractor(s) shall survey the primary routes used by Vendor/Contractor(s) for debris hauling as soon as possible after the transport and shall recover fallen or blown debris from the roadway(s).

H. TRAFFIC CONTROL:

Vendor/Contractor(s) shall mitigate impact on local traffic conditions to the greatest extent possible. Vendor/Contractor(s) is responsible for establishing and

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maintaining appropriate traffic control in accordance with the most current edition of the US Department of Transportation Manual on Uniform Traffic Control Devices (MUTCD). Vendor/Contractor(s) shall provide sufficient signage, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, collection, reduction and/or disposal sites.

I. CERTIFICATIONS:

The Vendor/Contractor(s) shall adhere to the process for certification of personnel and vehicles, to include the following:

1. Certification of Vehicles and Load Capacity
2. Vendor/Contractor(s) shall ensure that all equipment is certified in accordance with state and local procedures.).
3. All Vendor/Contractor(s) and Sub-Contractor(s) vehicles shall have valid registrations, insurance and meet basic operational criteria including but not limited to tailgates or equivalent containment devices, tarps, etc., as well as all applicable motor vehicle safety requirements. Drivers shall possess valid licenses.
4. Truck body dimensions shall be measured, and information recorded on certification forms with calculated capacity noted. The vendor/contractor shall provide each truck two (2) placards, one each of which shall be affixed on opposite sides of the truck body. The truck driver shall be provided up to two (2) copies of the certification sheet for the Vendor/Contractor(s) and Sub-Contractor(s) records.

J. Certification of Personnel

The Vendor/Contractor(s) shall certify to the County that all Vendor/Contractor(s) and Sub-Contractor(s) personnel have received required and adequate training in relevant debris removal operations.

Upon request of the County, the Vendor/Contractor(s) shall provide documentation certifying the adequacy of the training, experience and capabilities of all Vendor/Contractor(s) and Sub-Contractor(s) personnel, to include but not be limited to the following:

1. Senior management personnel of the Vendor/Contractor(s) assigned to implement work authorizations pursuant to this agreement shall participate, upon request, in training and briefing sessions held by representatives of the County.
2. Senior, supervisory personnel of the Vendor/Contractor(s) and all Sub-Contractor(s) thereto shall have received training in debris management.

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3. Personnel assigned by the Vendor/Contractor(s) as responsible for data management, invoicing and other documentation duties shall be trained in the data management concepts and approaches to be used by the County.
 4. Vehicle and equipment operators shall be fully licensed and certified, as required by applicable local, State and Federal statutes and regulations.
- K. Upon their deployment for field operations, all Vendor/Contractor(s) and Sub-Contractor(s) personnel shall be briefed or trained appropriately in their duties, responsibilities, and the procedures to be utilized throughout the debris management process, including safety procedures, load ticket management procedures, and accident reporting procedures.

3-14. Services

A. SPECIFIC SERVICES:

As directed by the County, the Vendor/Contractor(s) shall perform the following services:

1. Fallen Trees, Hazardous Leaning Trees and Hanging Limbs - The Vendor/Contractor(s) shall remove fallen trees, leaning trees or hanging limbs. The fallen or leaning trees and hanging limbs, and that part of the eligible debris which impedes the Four Freedoms Trail shall be removed and be properly disposed of by the Vendor/Contractor(s).
2. Hazardous Stumps – All stumps larger than twenty-four (24) inch are considered Hazardous Stumps.
3. Fill Dirt – As identified and directed by the County, the Vendor/Contractor(s) shall place compatible clean fill dirt, approved by the County or its representative, in ruts created by equipment and vehicles, holes created by removal of hazardous stumps and other areas that pose an imminent and significant threat to public health and safety.
2. Mobilization and Demobilization – All arrangements necessary to mobilize and demobilize the Vendor/Contractor(s) labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Vendor/Contractor(s).

4.0 Proposal Instructions

4-1. Availability of Proposal Documents

The RFP and any addenda issued are available on the Madison County Office of Emergency Management website at <https://madisoncountyfl.com/emergency-management/> or by contacting the Emergency Management Director at 850-973-3698 or madisonem@madisoncountyfl.com. All questions pertaining to this RFP

should be submitted in writing in accordance with the RFP instructions set forth in Section 2.0 of the RFP.

4-2. Questions Regarding Proposal Process

To ensure fair consideration for all Proposers, the County prohibits communication to or with any department, division, or employee during the Proposal process, except as provided below:

- A. All questions relative to interpretation of the specifications or the Proposal process shall be addressed in writing as indicated below, in ample time prior to the period set for submittal and opening of the Proposals.
- B. Any interpretation or clarification made to prospective Proposers will be submitted back to the requestor in written form. Oral answers will not be authoritative.
- C. Questions must be submitted via email at madisonem@madisoncountyfl.com. Questions will only be accepted through the period specified in Section 2.0 Schedule of Events.

4-3. Qualification of Respondents

- A. This Proposal shall be awarded to responsive, responsible Proposers, qualified by experience to provide the work specified. The Proposers will submit the following information with their Proposal:
 - 1. List and brief description of substantially similar work (size and scope) for at least three (3) references of firms, and/or governmental agencies/entities satisfactorily completed with location, dates of contract, names, addresses, telephone numbers and email addresses of owners (see Questionnaire). These references must be for work performed within the past three (3) years.
 - 2. List of equipment and facilities available to do work.
 - 3. List of personnel, by name and title, contemplated to perform the work.

Failure to submit this information may be cause for rejection of your Proposal.

4-4. Instructions to Proposers

- A. 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 this RFP, no later than **June 27, 2024 @ 4:00 P.M. (EST)**, unless otherwise changed through an addendum to this RFP, to the Madison County Board of County Commissioners Office at 229 SW Pinckney Street, Room 219, Madison, FL 32340. Proposals received after this date and time will not be considered and shall be returned unopened.

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- B. All Proposals and all attachments must be bound and delivered **SEALED** to the County at the address shown below no later than the time and date set for receipt of Bids. Deliver OR mail the Bid in a sealed envelope/package to:

**MADISON COUNTY BOARD OF COUNTY COMMISSIONERS
ATTN: EM RFP 2024-01
LEIGH BASFORD
229 SW PINCKNEY STREET, ROOM 219
MADISON, FL 32340**

The front lower left corner of each **SEALED** envelope/package must contain the following information for proper identification:

VEGETATION DEBRIS REMOVAL SERVICES FOUR FREEDOMS TRAIL RFP 2024-01 ATTN: LEIGH BASFORD DUE NO LATER THAN: JUNE 27, 2024 @ 4:00 P.M. EST
--

1. Include name and address of Proposer on each sealed envelope/package.
 2. If Proposal is contained in multiple packages, number each sealed package sequentially, i.e., "1 of 3", "2 of 3", "3 of 3".
- C. Bidders shall construct its Bid in the following format. Required forms can also be provided in Microsoft Word format, upon request. Please contact the Emergency Management Director: (850) 973-3698 or email madisonem@madisoncountyfl.com.
- D. All Proposals received will be recorded and date stamped at the Madison County Annex office located at 229 SW Pinckney Street, Madison , Florida, 32340.
- E. Submission of Proposals by fax or other electronic means will not be accepted. Any proposals received after the stated time and date will not be considered. Late proposals will not be opened at the public opening. Arrangements may be made for the unopened proposals to be returned at the Proposer's request and expense.
- F. Proposals may be withdrawn or modified only by written notification from the Proposer prior to the time fixed for the opening of Proposals. Negligence on the part of the Proposer in preparing the Proposal confers no right for withdrawal of the Proposal after it has been opened.

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- G. The Proposal must address the requirements in a clear and concise manner in the order stated herein. Proposals must be divided as described below and must include the information/documents specified in the applicable divider. Proposals that do not adhere to the following format or include the requested information/documents may be considered incomplete and therefore unresponsive by the County.
- H. The County reserves the right to seek additional/supplemental representation on specific issues as needed.
- I. Proposals should be typed. No changes in or corrections to Proposals will be allowed after the Proposals are opened.
- J. The signer of the Proposal must declare that the Proposal in all respects fair and in good faith without collusion or fraud and that the signer of the Proposal has the authority to bind the principal Proposer.
- K. The County will not be liable for any costs incurred by Proposer prior to entering a contract. Therefore, all Proposers are encouraged to provide a simple, straightforward, and concise description of their ability to meet the RFP requirements.

4-5. Preparation of Proposal

To ensure acceptance of your Proposal, please follow these instructions:

- A. Interested Proposers are to submit responses to the Madison County Board of County Commissioners Office, Room 219, via express mail service or hand delivery. All Proposal sheets including this form must be executed and submitted as indicated. All Proposals are subject to the conditions specified herein. Those which do not comply with these conditions may be declared non-responsive and subject to rejection.
- B. The responsibility for delivering the Proposal to the County on or before the stated time and date will be solely and strictly the responsibility of the Proposer. The County will be in no way responsible for delays by any occurrence.
- C. Proposals can be submitted by express mail service or hand delivered to the Madison County Board of County Commissioners Office located at 229 SW Pinkney Street, Room 219, Madison, FL 32340. Any required forms supplied by the Owner and included with these Proposal Documents shall be submitted by paper or in-person. Each Respondents shall copy the Proposal Form and complete the pricing schedule provided.

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- D. Proposals must be completed through the pricing table provided. No changes or corrections will be allowed after Proposal opening.
- E. Proposers are expected to make all investigations necessary to thoroughly inform themselves regarding all drawings, specifications, delivery requirements, performance requirements, site locations and all solicitation instructions to satisfy themselves of conditions affecting submission of their Proposal and the terms and cost of performing the contract. No pleas of ignorance by the Proposers of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Proposers to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis of varying the requirements of the County or the compensation of the Proposers. Proposer agrees that submittal of a Proposal for the work is prima facie evidence they have conducted such examinations.
- F. No labor, or facilities will be furnished by the County unless specifically stated.

4-6. 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 (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 – QUALIFICATIONS APPLICATION AND QUESTIONNAIRE (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.

TAB 3 – REFERENCE FORM (FORM No. 3)

Include three reference letters from similarly situated communities or local governments for work performed within the past three (3) years. 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 – COST PROPOSAL FORM (FORM No. 4)

Each Proposer must complete and submit the Cost Proposal Form. The Vendor/Contractor shall provide all labor and other resources necessary to provide the supplies, equipment and/or services in strict accordance with the specifications defined in this solicitation for the amounts specified on the Cost Proposal Form, inclusive of overhead, profit, and any other costs. Additional costs required to complete the scope of this project with descriptions and further detail may be submitted in addition to the Cost Proposal Form. Each repair purchase order will include a "not to exceed" amount on the contract.

TAB 5 – LIST OF EQUIPMENT

Proposers shall provide a complete listing of all equipment said Proposers will use in the performance of this contract, including rolling stock, loaders, tractors, mowers, and any other specialized equipment. INDICATE WHETHER SUCH EQUIPMENT IS OWNED BY THE COMPANY. Failure to provide this information may render Proposers' proposal non-responsive. The County reserves the right to perform a site visit at the Vendor/Contractor's location for purpose of verification of equipment listed and visual observation of equipment condition.

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. 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 Conflict of Interest Disclosure
- Form No. 9 Non-Collusion Affidavit
- Form No. 10 Ethics Clause
- Form No. 11 Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions
- Form No. 12 E-Verify Compliance Certification
- Form No. 13 Byrd Anti-Lobbying Amendment Form
- Form No. 14 Anti-Human Trafficking Affidavit

4-7. Proposal Opening

Proposals that are not received in a timely manner by this specific office will not be accepted. All Proposals will be opened on the date and time indicated in **Section 2.0**,

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Schedule of Events (i.e., date Proposals are due) or as modified by addendum. Proposals will be opened immediately after this date and time and will remain binding upon the Proposers for a period of ninety (90) days thereafter. Pursuant to Florida Statutes 119.071 (Current Edition) sealed Proposals, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the Proposals, proposals, or final replies whichever is earlier.

4-8. Proposal Evaluation and Award

- A. Proposal evaluation will be based on price, conformance with specifications and the Proposers' ability and resources to perform the contract in accordance with the terms and conditions required. Proposers must submit all data necessary to evaluate and determine the quality of the item(s) and/or services they are Proposing. A Vendor/Contractor shall not be qualified to Proposal when investigation by the County Manager of that Vendor/Contractor is either delinquent on a previously awarded contract or in litigation with Madison County on a previously awarded contract.
- B. The County reserves the right to make multiple awards to the most qualified, responsive, and responsible Proposers based on group or the unit item price, whichever is the most advantageous to the County. However, the County reserves the sole right to reject any and all Proposals in accordance with the Madison County Procurement Policy.
- C. The County shall be the sole judge as to the relative merits of the Proposals received.
- D. If a separate written contract is not required by the County; a written letter of award, mailed or otherwise furnished to the successful Proposer, shall result in a binding contract without further action by either party.
- E. Discounts for payments within less than twenty (20) days will not be considered in evaluation of Proposals, however, offered discounts will be taken for less than twenty (20) days if payment is made within the discount period.

4-9. Communication

There shall be no communication between the Vendor/Contractor, their employees or subcontractors and County employees and elected officials (hereafter referred to as "County Representative"), except through the Madison County Office of Emergency Management. **Any attempt to communicate with any County Representative outside the Office of Emergency Management will be considered**

a violation of the Purchasing Policy and may result in the rejection of your Proposal.

4-10. Rejection of Proposal

The County reserves the sole right to reject any and all Proposal submissions. Proposals which are incomplete, unbalanced, conditional, obscure or which contain additions not required, or irregularities of any kind, or which do not comply with every aspect of this solicitation, may be rejected at the option of the County. A Vendor/Contractor shall not be qualified to Proposal when an investigation by the County Manager finds the Vendor/Contractor delinquent on a previously awarded contract or in litigation with a Madison County previously awarded contract.

4-11. Withdrawal of Proposals

Proposals may be withdrawn in writing and submitted to the County via email at madisonem@madisoncountyfl.com prior to the time fixed for opening. Negligence on the part of the Proposers in preparing the Proposal confers no right for the withdrawal of the Proposal after it has been opened. Faxed or electronically mailed withdrawals will be recognized.

4-12. Proposal Protests

Any Proposers who protest the Proposal Specifications or Award or Intent to Award, must file with the County a notice of protest and formal written protest in compliance with Chapter 28-110, Florida Administrative Code (Current Edition), and applicable provisions in Section 120.57, F.S. (Current Edition). Failure to timely file such documents will constitute a waiver of proceedings under Chapter 120, F.S. (Current Edition). Failure to file a protest within the time prescribed in Section 120.57(3), F.S. (Current Edition), or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S. (Current Edition).

4-13. Definition of Terms

Where the following terms, or their pronouns, occur herein, the intent and meaning shall be as follows:

- A. **RESPONDENTS:** The term “Respondents” used herein refers to the dealer/manufacturer or business organization submitting a Proposal to the County in response to this solicitation.
- B. **BOCC:** The Madison County Board of County Commissioners, the duly elected governing board of the County.

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- C. **CHIPPING:** Reducing wood related material by mechanical means into small pieces to be used as mulch or fuel. Chipping and mulching are often used interchangeably.
- D. **COLLECTION COORDINATOR:** Madison County, County Manager or Emergency Management Director.
- E. **CONSULTANT(S):** The consultant(s) which have been awarded a contract by the County to oversee and monitor the activities of the Vendor/Contractor(s) as the agent of the County, consistent with FEMA guidelines.
- F. **CONTRACT:** The agreement executed by the Owner and Vendor/Contractor for the performance of work and the other documents (plans, specifications, notice to Respondents, proposal, surety bonds, addenda, and other documents) whether attached thereto or not.
- G. **CONTRACTOR(S):** The Vendor/Contractor(s) which have been awarded a Contract by the County to manage and remove debris within the geographic boundaries of Madison County, Florida.
- H. **CONTRACTOR(S) REPRESENTATIVE:** The trained and qualified individual assigned to work in and physically located during entire Alpha and Bravo shifts in the EOC. This individual represents and coordinates the Vendor/Contractor(s) working in the field and reports to the Emergency Management Director.
- I. **CONSULTANT(S) PROJECT MANAGER:** The individual with the overall responsibility of monitoring the Vendor/Contractors(s) disaster recovery and debris management (removal services) activities.
- J. **COUNTY:** The Board of County Commissioners, Madison County, or its duly authorized representative.
- K. **DDMP:** Disaster Debris Management Plan
- L. **DEBRIS, BURNABLE:** Scattered items and materials either broken, destroyed, or displaced by a natural disaster. Example: trees, construction, and demolition material, personal property. These items are considered burnable.
- M. **DEBRIS CLEARANCE:** Clearing the major road arteries by pushing debris to the roadside to accommodate emergency traffic.
- N. **DEBRIS DISPOSAL:** Placing mixed debris and/or residue from volume reduction operations into an approved landfill or recycling center.
- O. **DEBRIS MANAGER (DM):** Madison County, County Manager or Emergency Management Director.
- P. **DEBRIS REMOVAL:** Picking up debris and taking it to a temporary storage site or permanent landfill.

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- Q. **ELIGIBLE DEBRIS:** All debris resulting from the incident required to be removed, hauled, and disposed of as defined by FEMA as determined by FEMA 325, Public Assistance Debris Management Guide means debris resulting from a Presidentially declared disaster where removal, as determined by Madison County County Manager or Emergency Management Director, is in the public interest because it is necessary to:
1. Eliminate immediate threats to life, public health, and safety,
 2. Eliminate immediate threats of significant damage to improved public or private property, and
 3. Ensure the economic recovery of the affected community to the benefit of the community at large.
- R. **FDEM:** Florida Division of Emergency Management
- S. **FDEP:** Federal Department of Environmental Protection
- T. **FDOT:** Florida Department of Transportation
- U. **FEMA:** Federal Emergency Management Agency, tasked with responding to, planning for, recovering from and mitigating against disasters.
- V. **FHWA:** Federal Highway Administration
- W. **FLORIDA STATUTES:** All references to Florida Statutes shall mean the version in effect at the time the contract is signed.
- X. **GARBAGE:** Waste that is regularly picked up by a solid waste hauler. Example: food, plastics, wrapping, papers.
- Y. **GOVERNMENT DEBRIS MANAGEMENT SITES:** Any site approved by the County for debris collection and/or reduction, including TDSRS's.
- Z. **HAZARDOUS WASTE:** Material and products from institutional, commercial, recreational, industrial, and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency:
1. Toxic,
 2. Flammable,
 3. Corrosive,
 4. Reactive.
- AA. **MODIFICATION/AMENDMENT/CHANGE ORDER:** Shall mean the written order to the Vendor/Contractor signed by the Vendor/Contractor and County authorizing an addition, deletion, or revision in the goods, services and/or work

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to be provided under the contract documents or an adjustment in the contract price issued after contract award.

- BB. **MULCH:** The end product of the chipping or grinding of wood products.
- CC. **NON-BURNABLE DEBRIS:** Includes, but not limited to, treated timber, plastic, glass, rubber products, metal products, sheet rock, cloth items, non-wood building materials and carpeting.
- DD. **NTP:** Notice to Proceed, official written notice from the County Administrator or designee instructing the Vendor/Contractor(s) to proceed with debris removal activities as specified.
- EE. **OWNER:** Madison County Board of County Commissioners (County).
- FF. **SHALL:** This shall be an interchangeable term used to indicate either a mandatory element or a Respondents capability element of the Proposal which the County may or may not utilize at their option given the depth and scope of each disaster impact to the County.
- GG. **STORAGE SITE/TDSR:** A location where debris is temporarily stored until it is reduced in volume and/or taken to a permanent landfill, recycling center, or other final disposal site. This shall be at the recommendation of the vendor and approved by the Madison County Director of Emergency Management.
- HH. **STUMPS:** Tree stumps with base cut measurements less than two (2) feet in diameter shall be disposed of with the same methods used for other burnable debris. Tree stumps larger than two (2) feet in diameter shall be disposed of by either splitting and burning or chipping/grinding. The method shall be at the discretion of the Vendor/Contractor.
- II. **TDSRS:** Temporary Debris Storage and Reduction Site(s) located the County for the gathering, storage and reduction of debris. This shall be at the recommendation of the vendor and approved by the Madison County Director of Emergency Management.
- JJ. **Trailer:** Unpowered vehicle designed to be hauled by road, such as car trailers, boat trailers and similar.
- KK. **VENDOR/CONTRACTOR/CONSULTANT:** The Respondents awarded a contract by the County for the furnishing of goods or services.
- LL. **WORK SITES:** Any location at which the Vendor/Contractor(s) is delivering contract services under the contract, including debris pickup sites and all approved Government Debris Management Sites.

5.0 General Conditions

5-1. Contract Period

- A. The Contract resulting from this solicitation shall be a term contract for the time period specified herein. During the specified time period, the County may order services/supplies as the requirements generate and the Vendor/Contractor will deliver the services/supplies ordered. It is understood that the County is not obligated to purchase any specific amount of services/supplies under this agreement.
- B. The period of the Contract shall not exceed two (2) years effective from contract execution date.
- C. Either party may cancel this Contract, in whole or in part, by giving ninety (90) days prior notice in writing. However, the Vendor/Contractor shall not be authorized to exercise this cancellation option during the first one-hundred eighty (180) days of the Contract. The number of days within which, or the dates by which, the work is to be substantially completed and ready for final payment are set forth in the agreement.

5-2. Proposal Price and Submittal Requirements

- A. The price Proposal shall remain firm during the period of the Contract. The price Proposal shall be inclusive of all labor and equipment as specified within this solicitation. The price Proposal constitutes the total compensation payable to the Vendor/Contractor for performing the work.
- B. Unless otherwise stated, the prices proposed shall include all costs of packing, transporting, delivery, and services to the designated point within Madison County.
- C. The Respondent hereby certifies that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same services or equipment and is in all respects fair and without collusion or fraud. Further, the Proposer hereby agrees to abide by all terms and conditions of this Proposal and certifies that the person executing the Proposal Form is authorized to sign this Proposal for the Proposer.
- D. The Proposer warrants that the prices of the items set forth herein do not exceed those charged by the Respondent under a contract with the State of Florida or any of its agencies.
- E. **Proposers must submit the Proposal document in its entirety, including the Proposal Transmittal Form, Qualifications Application and Questionnaire, Reference Form, Cost Proposal Form, and all required forms/certifications. Failure to submit these forms may render its Proposal as non-responsive.**

5-3. Hours

Work may be performed between the hours of sunrise and sunset, Monday through Friday. The County may, on certain occasions, approve work outside of these times. Such exception(s) must be approved in writing by the County at least one (1) day in advance. Services will not be permitted when operations would cause a traffic or safety hazard.

5-4. Warranties

The Proposer agrees that the supplies and services furnished under this award shall be covered by the most favorable commercial warranties the Proposer gives to any customer for comparable quantities of such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this award.

5-5. Delivery and Acceptance

- A. Receipt of services/supplies shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after thorough inspection indicates that the services/supplies delivered meet Proposal specifications and conditions. Should the services/supplies differ in any respect from the specifications, payment will be withheld until such time as the Vendor/Contractor takes necessary corrective action. If the proposed corrective action is not acceptable to the County, final acceptance of the services may be refused, in which case the services shall remain the property of the Vendor/Contractor and the County shall not be liable for payment for any portion thereof.
- B. Unless otherwise specified, services shall be performed as described in these contract documents.
- C. Vendor/Contractor(s) shall not commence work prior to the County's receipt and acceptance of the certification of insurance, and any other required documents/certificates as specified by these contract documents.

5-6. Minor Informalities and Irregularities

Madison County has the right to waive minor defects or variations of a Proposal from the exact requirements of the specifications that do not affect price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a Proposer with the Proposal for Madison County to properly evaluate the Proposal, Madison County has the sole right to require such additional information as it may deem necessary after the time set for receipt of Proposals, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. The

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Board of County Commissioners reserves the sole right to reject any or all Proposals in whole or in part; to award by any item, group(s) of items or in the aggregate whichever is most advantageous to the County.

5-7. Non-Exclusive Contract

Award of a contract resulting from this Proposal imposes no obligation on the County to utilize the Vendor/Contractor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The County specifically reserves the right to contract with another company for similar work if it deems such action to be in the County's best interest.

5-8. Non-Performance

Time is of the essence in this Contract and failure to deliver the services specified within the time period required shall be considered a default.

- A. In case of default, the County may procure the services from other sources and hold the Vendor/Contractor responsible for all costs occasioned thereby and may immediately cancel the contract. The County Manager reserves the sole right to impose and debar Vendor/Contractors, as a direct result of Vendor/Contractor default and termination for a period of twelve (12) months depending upon the severity of the default resulting in contract termination. The Vendor/Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Vendor/Contractor's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.

5-9. Assignment

- A. The successful Proposer is required to perform this contract and may not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or the resulting contractual agreement in whole or in part without prior written authorization given at the sole discretion of Madison County.
- B. If the Vendor/Contractor is unable to perform the service as requested, the Vendor/Contractor will notify the Madison County Project Manager and Madison County will assign the project to the next higher priced Vendor/Contractor.
- C. Madison County reserves the right to assign projects to all awarded Vendor/Contractors based upon the County's best interest.

5-10. Public Entity Crimes

Any person submitting a Proposal or proposal in response to this RFP certifies that they are aware of, and in compliance with, all requirements under Section 287.133, Florida Statutes (Current Edition), on public entity crimes. Proposers must provide a

completed Public Entity Crimes Sworn Statement included in these Proposal documents.

5-11. License and Permits

Prior to furnishing the requested product(s) or service(s), it shall be the responsibility of the awarded Vendor/Contractor to obtain, at no additional cost to Madison County, any and all licenses and permits required to complete this contractual service. The Vendor/Contractor(s) shall be responsible for determining what permits are necessary to perform the work. These licenses and permits shall be readily available for review by the County Manager or their designee.

5-12. Laws, Regulations, Permits, and Taxes

Vendor/Contractor shall comply with County's jobsite procedures and regulations and with all applicable local, State, and Federal laws, rules and regulations and shall obtain all permits required for any of the work performed hereunder. Vendor/Contractor shall procure and pay for all permits and inspections required for any of the work performed hereunder and shall furnish any bonds, security or deposits required to permit performance of the work. Vendor/Contractor shall, to the extent permissible under applicable law, comply with the jobsite provisions which validly and lawfully apply to work on the specific jobsite being performed under this contract. The County of Madison is exempt from Federal excise taxes and all sales taxes.

5-13. Modifications, Amendments, and Change Orders

Without invalidating the contract, the County may, at any time or from time to time, through its County Manager or designee, order additions, deletions, or revisions in the work, the same being authorized by change order or contract modification/amendment. The cumulative total of change orders and/or modifications/amendments to this contract under \$50,000.00 (cap) will be approved by the County Manager or its designee. Once the \$50,000.00 cap is reached, all other additions, or revisions to this contract that exceed the "cap" are subject to approval by the Madison County Board of County Commissioners through Board agenda item. Only upon receipt of a change order, or modification/amendment executed by the Vendor/Contractor and County (subject to approval by the County Manager and/or Board of County Commissioners – as applicable) shall the Vendor/Contractor be authorized to proceed with the work involved. All such work shall be executed under the applicable terms and conditions contained in the contract documents. In addition:

- A. The County will execute an appropriate modification/amendment to the contract if such modification/amendment to the contract is approved by the County Manager or Board of County Commissioners (as approvable) and,

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- B. It is the Vendor/Contactor's responsibility to notify its surety of any changes affecting the general scope of the work/services or change of the contract price, and amount of the applicable bond(s) shall be adjusted accordingly.

5-14. Taxes

- A. The Board of County Commissioners, Madison County, Florida, has the following Tax Exemption Certificates assigned:

- 1. Florida Sales and Use Tax Exemption Certificate No. 85-8012556945C-8, effective 1/31/2024 – expiring on 1/31/2029.**

- B. This exemption does not apply to purchases of tangible personal property made by Vendor/Contractor(s) who use the tangible personal property in the performance of contracts for improvements of County owned real property (Chapters 192 and 212, F.S. (Current Edition) and applicable rules of the Department of Revenue).

5-16. Litigation/Waiver of Jury Trial

This agreement shall be governed by and construed according to Florida law. Venue for any dispute or formal litigation concerning this agreement shall be in the appropriate court with territorial jurisdiction over Madison County, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This agreement shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting. Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, designees, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this contract and/or any other claim of injury or damage.

5-17. Termination

- A. Termination for Default:

- The County may, by written notice to the Vendor/Contractor, terminate this contract for default in whole or in part (delivery orders, if applicable) if the Vendor/Contractor fails to:
 - Provide products or services that comply with the specifications herein or fails to meet the County's performance standards.

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- ii. Deliver the supplies or to perform the services within the time specified in this contract or any extension.
 - iii. Make progress so as to endanger performance of this contract.
 - iv. Perform any of the other provisions of this contract.
2. Prior to termination for default, the County will provide adequate written notice to the Vendor/Contractor through the County Manager, Board of County Commissioners, affording them the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action and possible debarment. Such termination may also result in suspension or debarment of the Vendor/Contractor for a period of twelve (12) to twenty-four (24) months depending upon the severity of the Vendor/Contractor's action that caused the default in accordance with the County's Procurement Policy. The Vendor/Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Vendor/Contractor's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.
3. In the event of termination by the County for any cause, the Vendor/Contractor will have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the Vendor/Contractor shall:
 - i. Stop work on the date and to the extent specified.
 - ii. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 - iii. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.
 - iv. Continue and complete all parts of that work that have not been terminated.
4. If the Vendor/Contractor's failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Vendor/Contractor, the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

B. Termination for Convenience:

1. The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered and accepted. The County Notice of Termination may provide the Vendor/Contractor ninety (90) days prior notice before it becomes effective. A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.

5-18. Fiscal Non-Funding

In the event sufficient budgeted funds are not available for a new fiscal period, the County must notify the Vendor/Contractor of such occurrence and the contract shall terminate on the last day of current fiscal period without penalty or expense to the County.

5-19. Certification of Independent Price Determination

By submission of this Proposal, the Proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

- A. The prices in this Proposal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Proposers or with any competitor.
- B. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly to any other Proposers or to any competitor.

5-20. Interim Extension of Performance

If it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of up to six (6) months. Current pricing, delivery and all other terms and conditions of the contract shall apply during this interim period.

5-21. Competency of Proposers

The County reserves the right to make such investigations as they may deem necessary to establish the competency and financial ability of any Proposers to perform the work; and if after investigation, the evidence of their competency or financial ability is not satisfactory, the County reserves the right to reject their Proposal.

5-22. Maintenance of Records

The Vendor/Contractor will keep adequate records and supporting documents applicable to this contract. Said records and documentation will be retained by the Vendor/Contractor for a minimum of five (5) years from the date of final payment on this contract. The County and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the County deems necessary during the period of this contract and a period of five (5) years after completion of contract performance; provided however, such activity shall be conducted only during normal business hours. The County during the period of time defined by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Vendor/Contractor as concerns the aforesaid records and documentation. Pursuant to Section 119.0701 (Current Edition), Florida Statutes, Vendor/Contractor shall comply with the Florida Public Records' laws and shall:

- A. Keep and maintain records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. (Current Edition), or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirement are not disclosed except as authorized by law; and,
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Vendor/Contractor upon termination of the contract 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 public agency in a format that is compatible with the information technology systems of the public agency.
- E. Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes (Current Edition).

IF THE VENDOR/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (CURRENT EDITION), TO THE VENDOR/CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE XXXXX AT XXX-XXX-XXXX, XXX@MADISONCOUNTYFL.COM, WITH AN OFFICE LOCATED AT XXXXXX

Per Florida Statute 20.055(5) (Current Edition), it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and

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subcontractor to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section.

5-23. Payment

- A. Payment for services received will be accomplished by submission of an invoice, in duplicate, at the completion of each specified job. Said invoice(s) shall be submitted to: Madison County Department of Emergency Management 1083 SW Harvey Greene Dr, Madison, FL 32340.
- B. Each invoice shall give a detailed breakdown of the services provided.
- C. The Vendor/Contractor may invoice the County after each work order is complete. Invoice shall reference and be based upon the quantity report received after project completion.
- D. Payment will be made in no more than forty-five (45) days, per Florida Statute 218.74 (Current Edition). Terms not within Madison County's payment period are not acceptable and may be cause for rejection.
- E. Payment to Vendor/Contractor by Electronic Payment Solution: ACH (Direct Deposit): If the Vendor/Contractor is enrolled in the County's ACH electronic payment solution, all payments will be made using the direct deposit which may or may not include a pre-note transaction. The Vendor/Contractor's bank account information will remain confidential to the extent provided by law and necessary to make direct deposit payments. Once the County has approved payment, an electronic remittance advice will be sent to the Vendor/Contractor via e-mail.

5-24. Conflict of Interest

- A. Conflict of Interest of Officers or Employees of the Contracting Entity/Local Jurisdiction, Members of the Local Governing Body, or Other Elected Officials: No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of Madison County who exercises any function or responsibility with respect to this contract, during their tenure or for two (2) years thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Vendor/Contractor shall cause to be incorporated in all subcontracts, the language set forth in this paragraph prohibiting conflict of interest.
- B. Employee Conflict of Interest: It shall be unethical for any Madison County employee to participate directly or indirectly in a procurement contract when Madison County employee knows that:
 - 1. Madison County employee or any member of Madison County employee's immediate family has a financial interest in the procurement contract; or

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2. Any other person, business, or organization with whom Madison County employee or any member of a Madison County employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract; or
3. A Madison County employee or any member of a Madison County employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

5-25. Gratuities and Kickbacks

- A. Gratuities: It shall be unethical for any person to offer, give, or agree to give any Madison County employee or former Madison County employee, or for any Madison County employee or former Madison County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, or to influence the content of any specification or procurement standard, or to act in an render advisory, investigative or auditing capacity. The County in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or sub-contract, or to any solicitation or proposal, therefore.
- B. Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Vendor/Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

5-26. E-Verify

- A. Vendor/Contractor is advised that the County has entered into an agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, by submitting your Proposal, Vendor/Contractor represents and warrants (a) that the Vendor/Contractor is in compliance with all applicable Federal, State and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of the Vendor/Contractor employees are legally eligible to work in the United States, and (c) that the Vendor/Contractor has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).

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- B. A mere allegation of Vendor/Contractor's intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a contract to the Vendor/Contractor unless such an allegation has been determined to be factual by Immigration and Customs Enforcement (ICE) pursuant to an investigation conducted by ICE prior to the date the contract is scheduled to be awarded by the County.
- C. Legitimate claims of the Vendor/Contractor's use of unauthorized workers must be reported to both of the following agencies:
 - 1. Madison County Board of County Commissioners at 850-973-3179
 - 2. Immigration and Customs Enforcement (ICE) at 1-866-DHS-2-ICE
- D. In the event it is discovered that the Vendor/Contractor's employees are not legally eligible to work in the United States, the County may, in its sole discretion, demand that the Vendor/Contractor cure this deficiency within a specified time frame, and/or immediately terminate the contract without any cost or penalty to the County, and/or debar the Vendor/Contractor from Proposing on all County contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.
- E. Vendor/Contractor is required to incorporate the following IMAGE best practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors:
 - 1. Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
 - 2. Use the Social Security Number verification service and make good faith effort to correct and verify the names and Social Security Numbers of the current workforce.
 - 3. Establish a written hiring and employment eligibility verification policy.
 - 4. Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
 - 5. Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as of each employee's verification to minimize the potential for a single individual to subvert the process.
 - 6. Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.

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7. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
8. Establish a program to assess subcontractors' compliance with employment eligibility verification requirements. Encourage Vendor/Contractors to incorporate the IMAGE best practices contained in this article and, when practicable, incorporate the verification requirements in subcontractor agreements.
9. Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.
10. Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.
11. Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.
12. Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

**5-27. Scrutinized Companies Pursuant to F.S. 287.135 and 215.473
(Current Edition):**

- A. Vendor/Contractor must certify that the company is not participating in a boycott of Israel. Vendor/Contractor must also certify that Vendor/Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in State law, the County will not contract for the provision of goods or services with any scrutinized company referred to above.
- B. Vendor/Contractor must submit the certification form included as an attachment to this RFP. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Vendor/Contractor of the County's determination concerning the false certification. The Vendor/Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active

contract term, the Vendor/Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor/Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes (Current Edition), as amended from time to time.

5-28. Insurance Requirements

A. INDEMNITY, SAFETY, AND INSURANCE PROVISIONS:

1. Indemnity: To the fullest extent permitted by Florida law, the Vendor/Contractor covenants, and agrees that it will indemnify and hold harmless the County and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any act, action, neglect, or omission by Vendor/Contractor during the performance of the contract, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that neither the Vendor/Contractor nor any of its subcontractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees.

2. Protection of Person and Property:

i. The Vendor/Contractor will take all reasonable precautions for, and will be responsible for initiating, maintaining, and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of his operations under this Contract.

ii. The Vendor/Contractor will take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of his operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, the Vendor/Contractor will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.

B. MINIMUM INSURANCE REQUIREMENTS: Vendor/Contractor shall procure, pay for and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the County of a certificate(s) of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the County

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and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this Contract.

1. Workers' Compensation: As required by law:

- i. State.....Statutory
- ii. Applicable Federal.....Statutory
- iii. Employer's Liability.....Minimum:
 - a. \$100,000.00 each accident
 - b. \$100,000.00 by employee
 - c. \$500,000.00 policy limit
- iv. Exemption per Florida Statute 440: If a Vendor/Contractor has less than three (3) employees and states that they are exempt per Florida Statute 440, they must provide an exemption certificate from the State of Florida. Otherwise, they will be required to purchase Workers' Compensation Insurance and provide a copy of Workers Compensation Insurance.

www.myfloridacfo.com/Division/WC/Employer/Exemptions/

2. General Liability: Comprehensive General Liability including, but not limited to, Independent Contractor, Contractual Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death.

- i. Coverage as follows:
 - a. Each Occurrence.....\$1,000,000
 - b. General Aggregate.....\$2,000,000
 - c. Personal/Advertising Injury.....\$1,000,000
 - d. Products-Completed Operations Aggregate.....\$2,000,000 Per Project Aggregate (if applicable)
- ii. ALSO, include in General Liability coverage for the following areas based on limits of policy, with:
 - a. Fire Damage (Any one (1) fire.....\$50,000.00
 - b. Medical Expense (Any one (1) person).....\$5,000.00

3. Additional Insured: Vendor/Contractor agrees to endorse Madison County as an additional insured on the Comprehensive General Liability. The Additional

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Insured shall read “Madison County Board of County Commissioners.” Proof of Endorsement is required.

4. Waiver of Subrogation: Vendor/Contractor agrees by entering into this Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer or should a policy condition not permit Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Vendor/Contractor enter into such an agreement on a pre-loss basis.
5. Automobile Liability: Comprehensive automobile and truck liability covering any auto, all owned autos, scheduled autos, hired autos, and non-owned autos. Coverage shall be on an "occurrence" basis. Such insurance to include coverage for loading and unloading hazards. Coverage as follows:
 - i. Combined Single Limit (CSL).....\$500,000 or:
 - a. Bodily Injury (Per Person).....\$500,000
 - b. Bodily Injury (Per Accident).....\$ 500,000
 - c. Property Damage.....\$500,000
6. Professional Liability (if applicable it will be noted below separately):
7. Builders Risk Insurance (if applicable it will be noted below separately):
8. Crime Prevention – Bond (if applicable it will be noted below separately):
9. Excess/Umbrella Liability (if applicable it will be noted below separately):
 - i. Vendor/Contractor shall provide proof of Excess/Umbrella Liability coverage with minimum limits of \$3,000,000 over General Liability, Auto, and Employer's Liability. Limits can be increased, based on contract.
10. Pollution Liability (if applicable it will be noted below separately):
11. Subcontractors (if applicable): All subcontractors hired by said Contractor are required to provide Madison County Board of County Commissioners a Certificate of Insurance with the same limits required by the County as required by the Contract. All subcontractors are required to name Madison

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County Board of County Commissioners as additional insured and provide a Waiver of Subrogation in regard to General Liability.

12. Right to Revise or Reject: County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages, and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, County reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

C. EACH INSURANCE POLICY SHALL INCLUDE THE FOLLOWING CONDITIONS BY ENDORSEMENT TO THE POLICY:

1. Vendor/Contractor agrees to provide County with a Certificate of Insurance evidencing that all coverages, limits, and endorsements required herein are maintained and in full force and effect, and the Certificate of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available by Vendor/Contractor's insurer. If the Vendor/Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein or receives noticed that coverage no longer complies with the insurance requirements herein, Vendor/Contractor agrees to notify the County by email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder shall read: **Madison County Board of County Commissioners Attention: Sherilyn Pickels**
 2. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles which all are the sole responsibility and risk of Vendor/Contractor.
 3. The term "County" or "Madison County" shall include all authorities, boards, bureaus, commissions, divisions, departments, and offices of the County and individual members employees and agents thereof in their official capacities, and/or while acting on behalf of Madison County.
 4. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- D. The Vendor/Contractor shall be required to provide a current Certificate of Insurance to the County prior to commencement of services.

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- E. Proposers may, at the County's request, be required to provide proof that their firm meets the preceding insurance requirements, by submission of a Certificate of Insurance coverage(s), prior to award of the Contract.
- F. Failure of the Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the Owner to identify a deficiency from evidence provided shall not be construed as a waiver of Vendor/Contractor's obligation to maintain such insurance.

5-29. Minimum Wage Rates

- A. The Vendor/Contractor is required to pay their employees no less than 1) the current Federal minimum wage rate or 2) the current State of Florida minimum wage rate, whichever is the higher rate at the time of contract execution.
- B. If the contract should be renewed, the contract shall be adjusted for benefit of the Vendor/Contractor in proportion with Federal law governing wage rates during the period of the contract for labor-related costs only.
- C. The County reserves the right to inspect the payroll records of the Vendor/Contractor, as may be deemed necessary, to determine that the Vendor/Contractor is complying with Federal wage and hour law.

5-30. Safety Precautions

- A. The Vendor/Contractor shall be responsible for instructing their workmen in appropriate safety measures with respect to all services provided under this contract and shall not permit them to place equipment in traffic lanes or other locations in such a manner as to create a safety hazard.
- B. All equipment shall be equipped with all necessary safety equipment to satisfy all applicable Florida Department of Transportation (FDOT) and Occupational Safety and Health Administration (OSHA) requirements.

5-31. Responsive/Responsible

At the time of submitting a Proposal response, the County requires that the **Proposer be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes (F.S.)**. Proposal responses that fail to provide the required forms listed in these Proposal documents may be rejected as non-responsive. **Proposers whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Proposal may be rejected as non-responsive.** The County reserves the sole right to determine which responses meet the requirements of this solicitation, and which Proposers are responsive and responsible. The County reserves the sole right before awarding the Proposal, to

require a Proposer to submit such evidence of their qualifications as it may deem necessary and may consider any evidence available to it of the financial, technical, and other qualifications and abilities of a Proposer to perform the work in a satisfactory manner and within the time specified. The Proposer is assumed to be familiar with all Federal, State, or local laws, ordinances, rules, and regulations that in any manner affect the work, and to abide thereby if awarded the Proposal/contract. Ignorance of legal requirements on the part of the Proposer/Vendor/Contractor will in no way relieve their responsibility.

5-32. Cone of Silence

After a Proposal is advertised or a short list is established for an Invitation to Bid (ITB), Request for Qualification (RFQ), or Request for Proposal (RFP), a Vendor/Contractor or representative, may not seek information or clarification or in any way contact any official or employee of the County concerning this solicitation with the exception of the County Manager, County Attorney, or an individual specifically designated in this document for dissemination of information. A copy of any written communication concerning this solicitation shall be filed with the Board of County Commissioners and shall be made available to the public upon request. A violation of the cone of silence renders any award voidable at the sole discretion of the County Manager with approval from the Board of County Commissioners and may subject the potential Vendor/Contractor or representative to debarment. Nothing prevents a Vendor/Contractor or representative from taking part in a public meeting concerning the solicitation.

- A. All Vendors/Contractors or representatives are hereby placed on formal notice. A lobbying cone of silence period shall commence upon issuance of the solicitation until the Board selects the successful Proposers. For procurements that do not require Board approval, the cone of silence period commences upon solicitation issuance and concludes upon contract award.
- B. Neither the members of the Board of County Commissioners nor candidates for County Commission, nor any employees from the Madison County Government, Madison County staff members, nor any members of the evaluation team are to be lobbied, either individually or collectively, concerning this project. Vendors/Contractors or representatives who intend to submit Proposals, or have submitted Proposals, for this project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification from this project.

5-33. Claims

- A. County Manager's Decision Required: All claims, except those waived, shall be referred to the County Manager for decision.
- B. Notice: Written notice stating the general nature of each claim shall be delivered by the claimant to the County Manager and the other party to the contract promptly but in no event later than thirty (30) days after the start of the event giving rise thereto. The responsibility to substantiate a claim shall rest with the party making the claim. Notice of the amount or extent of the claim, with supporting data, shall be delivered to the County Manager and the other party to the contract within sixty (60) days after the start of such event (unless the County Manager allows additional time for claimant to submit additional or more accurate data in support of such claim). A claim for an adjustment in contract price shall be prepared in accordance with the provisions of Section titled "PRICE ADJUSTMENT". Each claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to the County Manager and the claimant within thirty (30) days after receipt of the claimant's last submittal (unless the County Manager allows additional time).
- C. County Manager Action: County Manager will review each claim and, within thirty (30) days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one (1) of the following actions in writing:
 - 1. Deny the claim in whole or in part,
 - 2. Approve the claim, or
 - 3. Notify the parties that the County Manager is unable to resolve the claim if, in the County Manager's sole discretion, it would be inappropriate for the County Manager to do so. For purposes of further resolution of the claim, such notice shall be deemed a denial.
- D. In the event that County Manager does not take action on a claim within said thirty (30) days, the claim shall be deemed denied.
- E. County Manager written action or denial will be final and binding upon Owner and Vendor/Contractor, unless Owner or Vendor/Contractor invoke the dispute resolution procedure set forth in Section titled "DISPUTE RESOLUTION" within thirty (30) days of such action or denial.

5-34. Dispute Resolution

- A. Owner and Vendor/Contractor may mutually request mediation of any claim submitted to the Owner for a decision before such decision becomes final and

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binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the effective date of the agreement. The request for mediation shall be submitted in writing to the American Arbitration Association. Timely submission of the request shall stay the effect.

- B. Owner and Vendor/Contractor shall participate in the mediation process in good faith. The process shall be concluded within sixty (60) days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the claim is not resolved by mediation, County Manager's action or denial pursuant to Section titled "CLAIMS" shall become final and binding thirty (30) days after termination of the mediation unless, within that time period, Owner or Vendor/Contractor:
 - 1. Agrees with the other party to submit the claim to another dispute resolution process, or
 - 2. Gives written notice to the other party of their intent to submit the claim to a court of competent jurisdiction.

5-35. Media Interaction

All inquiries by a member of the media shall be directed to the Madison County Manager. The Vendor/Contractor(s) shall ensure this guidance is disseminated to all employees and all Sub-Contractor(s) on this project.

6.0 Special Conditions

6-1. Inspection of Facilities/Areas

It is the Proposer's responsibility to become fully informed as to the nature and extent of the work required, local site conditions, and any other factors that may impact performance of the contract. The responsibility to inspect the worksite is the sole responsibility of the Proposer. Arrangement for Proposer's inspection of facilities and/or activity schedule may be secured by calling 850-973-3698 Failure to visually inspect the facilities may be cause for disqualification of your Proposal. After contract award, no additional compensation will be made as a result of the differences between actual labor, equipment and debris material removal unit cost(s) required to complete the project and the contract amount.

6-2. Licenses and Permits

- A. Prior to furnishing the requested product(s) or service(s), it shall be the responsibility of the awarded Vendor/Contractor to obtain, at no additional cost to the County, any and all licenses and permits required to complete this

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contractual service. These licenses and permits shall be readily available for review by the County Manager or their designee.

- B. Said licenses shall be in the Proposers' name as it appears on the official Proposal Form. Proposers shall supply appropriate license numbers, with expiration dates, as part of their Proposal. Failure to hold and provide proof of a proper active license, certification and registration may be grounds for rejection of the Proposal.
- C. Upon notification, Proposers shall provide copies of all applicable active and current licenses.

6-3. Performance

- A. Timely performance is of the essence in the award of this Request for Proposals. It is hereby understood and mutually agreed to by and between parties hereto that the time of performance is an essential condition of this contract.
- B. If said Vendor/Contractor shall neglect, fail or refuse to provide the services within the time herein specified, then said Vendor/Contractor does hereby agree as part of the consideration for the awarding of this contract, to pay the County the sum extended by the County to contract for like services approved by the County Manager for the period from the required scheduled commencement date until performance of services covered in the Request for Proposal is completed.
- C. The Vendor/Contractor shall, within five (5) calendar days from the beginning of such delay, notify the County Manager in writing of the cause(s) of the delay.

6-4. Codes and Regulations

The awarded Vendor/Contractor must strictly comply with all Federal, State, and local building and safety codes.

6-5. Information and Descriptive Literature

Proposers must furnish all information requested in the space provided on the Proposal Form, if any. Furthermore, each Proposer offering an equal to the brand(s) specified (or if no brand is specified) must submit with their Proposal, descriptive literature and/or detailed specifications covering the products offered. Reference to literature submitted with a previous Proposal will not satisfy this provision. Proposals which do not comply with these requirements will be rejected.

6-6. Required Reports

Upon request, the awarded Vendor/Contractor shall supply a report to the designated County Representative as to the quantities of each item delivered under this contract. Failure to supply said report shall be cause for termination of the contract.

6-7. Measurements

The quantities noted are only estimates. Proposers will be responsible for their own measurements and must submit a firm price accordingly. There will be no adjustments, for increase or decrease, of footage required for the job; therefore, the total offer must be based on accurate measurements by Proposers during inspection. Failure to do so will be at Proposers' risk. Any request for unit price on the Proposal Form is for information only. Award shall be based solely on "Total Offer", with no adjustments made for increased/decreased quantities after award.

6-8. Protection of Property/Security

- A. The Vendor/Contractor shall provide barricades if necessary and take all necessary precautions to protect buildings and personnel. All work shall be completed in every respect and accomplished in a professional manner and the Vendor/Contractor shall provide for removal of all debris from County property.
- B. The Vendor/Contractor shall at all times, guard against damage or loss to property of Madison County, or of other Vendor/Contractors, and shall be held responsible for replacing or repairing any such loss or damage. The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss of damage to property through negligence of the Vendor/Contractor or their agent.

6-9. Pricing

All invoices are subject to County audit and review. In the event such audit or review reveals any inaccuracies in the prices charged to the County or charges which are not within the scope of this contract, the Vendor/Contractor shall reimburse the County for any overages or out-of-scope charges immediately upon request.

6-10. Pricing – FFP

The County requires a firm fixed price for the entire contract period. Invoices will be reviewed to confirm compliance with Proposal pricing. Failure to hold prices firm shall be grounds for immediate termination of the contract.

6-11. Method of Ordering

The County will issue purchase orders against the contract on an as-needed-basis for the supplies or services listed on the Cost Proposal Form. Each repair purchase order will include a not to exceed amount on the contract.

6-12. Requirements Contract

This is a requirements contract, and the County shall order from the Vendor/Contractor all of the supplies and/or services specified in the contract's price schedule that are required to be purchased by the County, except as otherwise provided herein. If the County urgently requires delivery of goods or services before the earliest date that delivery may be required under this contract, and if the Vendor/Contractor will not accept an order providing for accelerated delivery, the County may acquire the goods or services from another source. Except as this contract may otherwise provide, if the County's requirements do not result in orders in the quantities described as "estimated" in the contract's price schedule, that fact shall not constitute the basis for an equitable adjustment.

6-13. Estimated Quantities

Madison County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the Cost Proposal Form attached to these Proposal documents. It is understood by all Proposers that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract. The contract resulting from this solicitation shall be non-exclusive and the County may procure the goods or services covered by the contract from other sources at its discretion.

6-14. Additional Items

The award of the Proposal shall be based on the fixed price submitted for the items on the Cost Proposal Form attached to these Proposal documents.

6-15. Site Damage

The Vendor/Contractor shall be held responsible for damage to any site feature including, but not limited to: irrigation equipment, trees, shrubs, signs, vehicles, etc. caused by the Vendor/Contractor. It shall be the Vendor/Contractor's responsibility to clean-up and/or rectify, to the County's satisfaction, any damage to County property caused by any individual(s) connected with the Vendor/Contractor. The Vendor/Contractor shall be notified of the specific nature of the damage and cost of repair. The County shall, at its option, invoice the Proposer for payment or reduce the next regular payment to the Vendor/Contractor, for the cost of labor, equipment, and supplies.

6-16. Equipment List

Proposers shall submit with the Proposal a listing of all equipment which Proposers will use in the performance of this contract, including (as applicable) rolling stock, loaders, tractors, mowers, and any other specified equipment. The Vendor/Contractor is also required to indicate which equipment is company-owned. Failure to submit said equipment list may render Proposers' response non-responsive.

6-17. Final Site Inspection

Final inspection of the work site by County staff will be performed within ten (10) days after receipt of notification from the Vendor/Contractor that services at such site are complete. The site must meet all requirements as stated in the scope of work issued prior to payment processing.

6-18. Special Emphasis

- A. Worker and public safety is a TOP PRIORITY of all operations.
- B. Effective coordination of all operations and how one interrelates to the other.
- C. Cooperation with the Madison County Director of Emergency Management and County officials or designees.

7.0 Required Forms, Documents, and Certifications

7-1. Proposal Transmittal Form

7-2. Qualifications Application and Questionnaire

7-3. Reference Form

7-4. Cost Proposal Form

7-5. Public Entity Crimes Sworn Statement

7-6. Equal Employment Opportunity/Affirmative Action Statement

7-7. Drug Free Workplace Certification

7-8. Conflict of Interest Disclosure

7-9. Non-Collusion Affidavit

7-10. Ethics Clause

**7-11. Certification Regarding Debarment, Suspension, and Other
Responsibility Matters – Primary Covered Transactions**

7-12. E-Verify Compliance Certification

7-13. Byrd Anti-Lobbying Amendment Form

7-14. Anti-Human Trafficking Affidavit

7-15 Scrutinized Companies List Certification

8.0 Appendices

8-1. Legal Advertisement

FORM 1
PROPOSAL TRANSMITTAL FORM (TO BE ON PROPOSER'S LETTERHEAD)

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

Alston Kelley, Chair

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

(Firm Name)

BY _____

(Authorized Representative)

(Printed or Typed Name)

ADDRESS _____

TELEPHONE _____

FAX _____

FEID # _____

UEI:

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials _____ Addendum #2 dated _____ Initials _____

FORM 2
QUALIFICATION APPLICATION AND QUESTIONNAIRE

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

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

FIRM NAME: _____

BUSINESS ADDRESS: _____

CITY – STATE – ZIP _____

PHONE NUMBER: _____

EMAIL:

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

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

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

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

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

a. Name of Project: _____
Owner/Engineer: _____ Telephone No.: _____
Address: _____
Date Started: _____ Date Completed: _____ Contract Value: _____
Team Members: _____
Description of Project: _____

b. Name of Project: _____
Owner/Engineer: _____ Telephone No.: _____
Address: _____
Date Started: _____ Date Completed: _____ Contract Value: _____
Team Members: _____
Description of Project: _____

c. Name of Project: _____
Owner/Engineer: _____ Telephone No.: _____
Address: _____
Date Started: _____ Date Completed: _____ Contract Value: _____
Team Members: _____
Description of Project: _____

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

Name of Project: _____
Owner/Engineer: _____ Telephone No.: _____

Address: _____

Name of Project: _____

Owner/Engineer: _____ Telephone No.: _____

Address: _____

Name of Project: _____

Owner/Engineer: _____ Telephone No.: _____

Address: _____

6. List the projects completed within Madison County in the past (3) years.

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

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

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

BIDDER IS:

SOLE PROPRIETORSHIP

_____ (SEAL)

(Individuals Signature)

(Individuals Name)

Florida Business License No. and Expiration Date _____

Business Address: _____

Phone No.: _____

A PARTNERSHIP

_____ (SEAL)

(Partnership Name)

(General Partner's Signature) (General

Partner's Name)

Florida Business License No. and Expiration Date _____

Business Address: _____

Phone No.: _____

A CORPORATION

_____ (SEAL)

(Corporation Name)

(State of Incorporation)

By _____ (Name of person authorized to sign)

(Title)

(Authorized Signature)

Florida Business License Number and Expiration Date _____

(Corporate Seal)

Attest _____

(Secretary)

Business address:

Phone No.: _____

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

Signature and Title of Person Submitting Application

Date

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by

_____, as _____ of _____ on

(Name)

(Title)

(Company)

behalf of the company. He/she is personally known to me or has produced _____

(DL or ID Number)

as identification.

_____, Notary Public, State of _____

(Signature of Notary)

Name: _____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Commission No.: _____ My Commission Expires: _____

FORM 3 REFERENCE FORM

Proposer Name:

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

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

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

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

Authorized Signature: _____

Name: _____

Title: _____

FORM 4
COST PROPOSAL FORM

The County requests that your cost proposal be in the form of an all-inclusive **PER MILE** total for the 12-mile trail. Costs should be all inclusive of, at minimum, the following tasks:

Items to be included in cost
Description
Loading and Hauling Vegetative Debris (Price to include MOT)
Debris Management Site (DMS) Management (to include preparation; management; segregating at site and restoration of Department supplied site)- IF NECESSARY
Debris Management Site (DMS) (provided by the Contractor after 7 days Notice to Proceed) -IF NECESSARY
Reduction of Vegetative Debris – Grinding, Air Curtain Incineration, Open Burning, Compacting
Stump Removal (Including removal, disposal and backfilling costs)
Removal of eligible hanging limbs (Including disposal)
Removal of Leaning Trees > 6" @ 4.5' above the ground (Including disposal)
Loading and Hauling Sand, Soil, Silt and Sediment
Loading and Hauling Reduced Debris for Vegetative Debris (Price to include MOT)
Loading and Hauling Sand, Soil, Silt and Sediment
Disposal/Tipping Fees

Cost Proposal	
Total Cost per Mile:	\$
	X 12 Miles
Total Cost for 12 Miles:	\$

FORM 5
SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY
CRIMES

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

1. This sworn statement is submitted to Madison County Board of County

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

for _____
[print name of entity submitting sworn statement]

whose business address is:

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

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

_____ .

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime: or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public

entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

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

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

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

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

(Signature)

Sworn to and subscribed before me this ____ day of _____, 2024.

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

NOTARY PUBLIC

Notary Public - State of _____

My commission expires: _____

Printed, typed, or stamped commissioned name of notary public

FORM 6

EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

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

Signed: _____

Name: _____

Title: _____

Firm: _____

Address: _____

FORM 7
DRUG FREE WORKPLACE CERTIFICATION

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

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

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

VENDOR _____ TITLE _____

AUTHORIZED SIGNATURE _____ DATE _____

FORM 8
CONFLICT OF INTEREST DISCLOSURE

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

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

_____	_____
_____	_____

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

_____	_____
_____	_____

Name

Company

Date

FORM 9
NON-COLLUSION AFFIDAVIT

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

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

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

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

of which he is. _____
(Sole partner, president, etc.)

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

AFFIANT'S NAME

AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this _____ day of _____ 2024.

Personally Known _____ or Produced Identification _____

Type of Identification _____

Notary Public

(Print, Type or Stamp Commissioned Name of Notary Public)

FORM 10
ETHICS CLAUSE & CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS

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

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

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Signature

Date

Name of Authorized Individual

Name of Company/Organization

Address of Company/Organization

FORM 11
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY
MATTERS, PRIMARY COVERED TRANSACTIONS

Subcontractor Covered Transactions

(1) The prospective subcontractor, _____, of the Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

By: _____
Signature

_____ Project Number

Name and Title

Street Address

City, State, Zip

Date

Madison County, Florida

Recipient's Name

D1584

DEM Contract Number

FORM 12
E-VERIFY COMPLIANCE CERTIFICATION

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

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

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

FORM 13

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements The

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the

undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and

disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

FORM 14
ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with Madison County, FL, must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.

I _____ (insert name) as _____ (insert title) on behalf of _____ (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. _____ (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, _____ (insert entity name) does not participate in any of the following actions:
 - a. Using or threatening to use physical force against any person;
 - b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
 - d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - e. Causing or threatening to cause financial harm to any person;
 - f. Enticing or luring any person by fraud or deceit; or
 - g. Providing a controlled substance as outlined in Schedule I or Schedule II of

s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHERAFFIANT SAYETH NAUGHT.

Printed
Name: Title:
Nongovernmental entity:
Date:

STATE OF _____ COUNTY OF ____

SWORN TO AND SUBSCRIBED before me _____ in person or _____ remote notarization by
_____ as _____ on behalf
_____ of
_____, who is personally known to me or who
produced _____ as identification this _____ day
of
_____, 202____.

Notary Public

(Notary Seal)

FORM 15
SCRUTINIZED COMPANIES LIST CERTIFICATION

Vendor Name: _____ Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone Number: _____
Email Address: _____

Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the Vendor, I hereby certify that the company identified in the section entitled "Vendor Name" above is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I further hereby certify that the company identified above is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with Broward Health for goods or services of any amount may be terminated at the option of Broward Health if the company (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of Broward Health if the company is found to have submitted a false certification, 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.

*Signature of Authorized Representative

*Name and Title of Authorized Representative

*This individual must have the authority to bind the Vendor.