



**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM**

The Board of County Commissioners meets the 1st and 3rd Thursday of each month in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. The first meeting of every month is at 9:30AM while the second meeting of every month takes place at 5:30PM. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 2/9/2022 Meeting Date: 2/17/2022

Name: Purchasing Department: Purchasing

Division Manager's Signature:

1. Nature and purpose of agenda item:

RFP 2022-J - Solid Waste & Fire Assessment Update Study

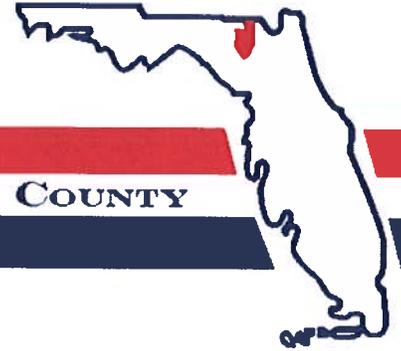
2. Recommended Motion/Action:

Approve the final ranking and award contract to the top ranked company, Alfred Benesch & Company

3. Fiscal impact on current budget.

This item has no effect on the current budget.

District No. 1 - Ronald Williams
District No. 2 - Rocky Ford
District No. 3 - Robby Hollingsworth
District No. 4 - Toby Witt
District No. 5 - Tim Murphy



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

TO: Board of County Commissioners
FR: R.M. Mike Null, Purchasing Officer *RMN*
DATE: February 17, 2022
RE: RFP 2022-J Solid Waste & Fire Assessment Update Study

The County received two (2) proposals for the above referenced solicitation on February 3, 2022. Attached is the bid summary along with Final Ranking, Evaluation Sheets and Minutes of the Evaluation Committee Meeting held on February 8, 2022. The proposals were thoroughly reviewed and ranked with the following results:

1. Alfred Benesch & Company
2. Government Services Group, Inc.

At this time, Staff is recommending approval of the final ranking and to award the contract with the top ranked company, Alfred Benesch & Company.

XC: 2022-J RFP File

BOARD MEETS FIRST THURSDAY AT 9:30 A.M. AND THIRD THURSDAY AT 5:30 P.M.

P.O. BOX 1529

LAKE CITY, FLORIDA 32056-1529

PHONE (386) 755-4100

FINAL RANKING SHEET
 SOLID WASTE & FIRE ASSESSMENT STUDY UPDATE
 RFP 2022-J

Columbia County, Florida
 Board of County Commissioners

	Jeff Crawford	Pam Davis	Lisa Roberts		Total	Rank				
ALFRED BENESCH & COMPANY	1	1	1		3	1				
GOVERNMENT SERVICES GROUP	2	2	2		6	2				

Signature : 

Print Name: Mike Null, Purchasing Officer

Date: February 8, 2022

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

Evaluation Committee Meeting Minutes

February 8, 2022

RFP-2022-J

SOLID WASTE & FIRE ASSESSMENT UPDATE STUDY

I. Call to order

The Evaluation Committee met at the Board of County Commissioners Conference Room at 2:05 PM on February 8, 2022. Submittals had been received on February 3rd and publicly opened and recorded. Copies of the RFP submittals, bid tabulations and Evaluation Sheets had previously been delivered to the committee members.

II. Roll Call

Committee Members:

Jeff Crawford

Pam Davis

Lisa Roberts

Also in attendance-Mike Null, Purchasing Officer

And also Evan Cox, Assistant Director of Winfield Solid Waste.

III. Discussion

Mr. Null distributed corrected bid tabulations as the proposal from Alfred Benesch & Company had mistakenly reversed the two subtotals for Solid Waste vs. Fire; however the Combined Total remained unchanged. Mr. Null then explained the evaluation process as well as the scoring formula for the Fee Proposal.

Discussion by committee members ensued; each then submitted their score sheets. (Hand-written and typed copies are incorporated with these minutes). The Final Ranking Sheet was then developed showing results as follows:

- Alfred Benesch & Company -----3 points
- Government Services Group-----6 points

Company receiving the lowest points is considered to be the highest ranked.

Recommendation going forward is to award RFP to Alfred Benesch & Company and to enter into contract as provided by the proposal amount of \$34,912.00 with the other services being available on an optional basis.

IV. Adjournment

The meeting adjourned at 2:35 PM.

EVALUATION SHEET
Solid Waste & Fire Assessment Study Update
RFP 2022-J

Columbia County, Florida
 Board of County Commissioners
 Criteria for Ranking:

	Years of Exp of Firm's Staff 0-25	Methodology & Project Approach 0-25	Past Performance 0-20	Fee Proposal 0-30	Total 0-100	Rank
ALFRED BENESCH & COMPANY	25	24	20	30	99	1
GOVERNMENT SERVICES GROUP	24	25	20	15	84	2
Evaluation Justification:						

Signature of Rater: _____

Print Name: Lisa Roberts

Date: _____

EVALUATION SHEET
Solid Waste & Fire Assessment Study Update
RFP 2022-J

Columbia County, Florida
 Board of County Commissioners
 Criteria for Ranking:

	Years of Exp of Firm's Staff 0-25	Methodology & Project Approach 0-25	Past Performance 0-20	Fee Proposal 0-30	Total 0-100	Rank
ALFRED BENESECH & COMPANY	30 yrs	24	20	30/30	99	1
GOVERNMENT SERVICES GROUP	20 yrs	25	20	20/30	90	2

Evaluation Justification:

Signature of Rater: Lisa Roberts

Print Name: Lisa Roberts

Date: 11/17/22

606-1414 for relations support from meeting w/ staff
Technical Support 10/17/22 - 11/17/22
Technical Support 11/17/22 - 11/17/22
Technical Support 11/17/22 - 11/17/22
Technical Support 11/17/22 - 11/17/22

EVALUATION SHEET
Solid Waste & Fire Assessment Study Update
RFP 2022-J

Columbia County, Florida
 Board of County Commissioners
 Criteria for Ranking:

	Years of Exp of Firm's Staff 0-25	Methodology & Project Approach 0-25	Past Performance 0-20	Fee Proposal 0-30	Total 0-100	Rank
ALFRED BENESCH & COMPANY	25	23	20	30	98	1
GOVERNMENT SERVICES GROUP	23	25	18	15	81	2
Evaluation Justification:						

Signature of Rater: _____

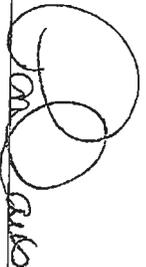
Print Name: Pam Davis

Date: February 8, 2022

EVALUATION SHEET
 Solid Waste & Fire Assessment Study Update
 RFP 2022-J

	Years of Exp of Firm's Staff 0-25	Methodology & Project Approach 0-25	Past Performance 0-20	Fee Proposal 0-30	Total 0-100	Rank
ALFRED BENESCH & COMPANY	25	23	20	30	98	1
GOVERNMENT SERVICES GROUP	23	25	18	15	81	2

Evaluation Justification:

Signature of Rater: 

Date: 2-8-22

Print Name: Pam Davis

EVALUATION SHEET
Solid Waste & Fire Assessment Study Update
RFP 2022-J

Columbia County, Florida
 Board of County Commissioners
 Criteria for Ranking:

	Years of Exp of Firm's Staff 0-25	Methodology & Project Approach 0-25	Past Performance 0-20	Fee Proposal 0-30	Total 0-100	Rank
ALFRED BENESCH & COMPANY	25	25	20	30	100	1
GOVERNMENT SERVICES GROUP	23	25	20	15	83	2
Evaluation Justification:						

Signature of Rater: _____

Print Name: Jeff Crawford

Date: _____

EVALUATION SHEET
Solid Waste & Fire Assessment Study Update
RFP 2022-J

Columbia County, Florida
 Board of County Commissioners
 Criteria for Ranking:

	Years of Exp of Firm's Staff 0-25	Methodology & Project Approach 0-25	Past Performance 0-20	Fee Proposal 0-30	Total 0-100	Rank
ALFRED BENESCH & COMPANY	25	25	20	30	100	1
GOVERNMENT SERVICES GROUP	23	25	20	15	83	2

Evaluation Justification:

Signature of Rater:

Date: 2/8/22 

Print Name: Jeff Crawford

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this 17th day of February, 2022 by and between **Columbia County**, (hereinafter the "COUNTY"), whose address is P.O. Box 1529 Lake City, FL 32056, and Alfred Benesch & Company (hereinafter the "CONTRACTOR"), whose address is 1000 N. Asley Drive, Suite 400, Tampa, FL 33602 .

WHEREAS, the COUNTY desires to engage the CONTRACTOR to perform certain services for RFP 2022-J Solid Waste and Fire Assessment Update Study (hereinafter the "Project") under the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter provided, the COUNTY and the CONTRACTOR agree as follows:

1. Standard of Care – CONTRACTOR has represented to the COUNTY that it has the personnel and experience necessary to perform in a professional and workmanlike manner.

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

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

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

2. Scope of Agreement. The CONTRACTOR'S relationship to the COUNTY shall be that of independent contractor, at all times this relationship shall be governed by and in strict compliance with the terms of this Agreement for Professional Services and the scope of services included in RFQ 2022-J along with Contractor's Submittal to the RFP.

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

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

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

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

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

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

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

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

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

3. Period of Service. The CONTRACTOR shall be available to begin its services promptly after receipt of a fully executed copy of this Agreement and will complete the services by September 30, 2022 . However, the times for performance established in the Agreement shall be extended for periods of delay resulting from strikes, natural disasters, delays by the COUNTY, and similar circumstances over which the CONTRACTOR has no control.
4. Compensation.
 - a. Compensation for the services rendered is included in Exhibit A.
 - b. Anything to the contrary notwithstanding, no services undertaken by the CONTRACTOR or expenses incurred by the CONTRACTOR exceeding the identified fees and expenses have been approved in writing by the COUNTY in advance.

5. Additional Services. The CONTRACTOR shall provide services in addition to those described in task work orders only upon written request of the COUNTY. CONTRACTOR shall be compensated for all authorized additional services only on the basis agreed upon in writing at the time such services are authorized.

6. Invoices. Invoices will be submitted by the CONTRACTOR upon completion of the work described in task work orders. Invoices shall be submitted to Board of County Commissioners, P.O. Box 1529, Lake City, FL 32056. Each invoice shall be due and payable in accordance with the Florida Prompt Payment Act.

7. Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination the CONTRACTOR will be paid as hereinafter provided for all authorized services rendered to the date of such termination. The amount payable to the CONTRACTOR in the event of termination will be a pro rata amount of such fee, determined on the basis of the relationship of the amount and value of the work performed prior to the CONTRACTOR'S receipt of notice of termination.

8. Insurance. The CONTRACTOR shall maintain the following insurance coverage:

-	General Liability, Each Occurrence:	\$1,000,000
-	Aggregate:	\$2,000,000
-	Automobile Liability, combined single limit:	\$1,000,000
-	Umbrella Liability, Each Occurrence:	\$4,000,000
-	Aggregate:	\$4,000,000
-	Workers' Compensation:	\$1,000,000
-	Professional Liability, Per Claim:	\$2,000,000
-	Annual Aggregate:	\$2,000,000
-		

This insurance coverage shall be evidenced by (1) delivery to the COUNTY of a Certificate of Insurance executed by the insurers and listing coverages and limits, expiration dates, and terms of policies and all endorsements, whether or not required by the COUNTY, and listing all carriers issuing said policies; and (2) upon request, a certified copy of each policy, including all endorsements. The insurance requirement shall remain in effect throughout the term of the Agreement.

Each insurance policy shall include the following conditions by endorsements to the policy:

- a. Except for workers' compensation as required by law and comprehensive automobile and truck liability insurance, each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverages or limits, a notice thereof shall be given to the COUNTY by certified mail. CONTRACTOR shall also notify COUNTY, in like manner, within twenty-four (24) hours after receipt of any notices of expiration, cancellations, non-renewal, or material changes in coverage received by said CONTRACTOR from its insurer; and noting contained herein shall absolve CONTRACTOR of this requirement to provide notice.
- b. Companies issuing the insurance policy, or policies, shall have no recourse against COUNTY for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of CONTRACTOR.
- c. COUNTY shall be endorsed to the required policy, or policies, as an additional insured.

9. Indemnification

- a. Hold Harmless. The CONTRACTOR shall indemnify and hold COUNTY, its officers, and employees, harmless from and against (1) personal injury, bodily injury (including death) or property damages (including destruction) received, or (2) losses, penalties, damages, professional fees, including attorney fees and all cost of litigation and judgements arising out of any willful misconduct or any negligent act, error or omission of the CONTRACTOR, or its employees arising directly out of the performance of this Agreement or work performed hereunder, including any claims brought against the COUNTY, its officers and employees. Compliance with the insurance requirements in Section 10, Insurance, shall not relieve the CONTRACTOR of his liability and obligations under any other portion of this Agreement. This section shall not apply to CONTRACTOR when losses, penalties, damages, professional fees, including attorney's fees and all costs of litigation and judgements arising out of the performance of this contract are caused by negligence of the COUNTY.
- b. Completeness and Accuracy of Deliverables. The CONTRACTOR shall be responsible for the completeness and accuracy of its services, deliverables, plans, supporting data,

computer programs and data files and other documents and information prepared or compiled under its direction and control, and shall correct at its expense all errors or omissions therein which may be disclosed. The time, effort, and cost of the work necessary to correct those errors attributable to the CONTRACTOR shall be borne by the CONTRACTOR. The fact that the COUNTY has accepted or approved the CONTRACTOR'S services shall in no way relieve the CONTRACTOR of any of its responsibilities. This provision shall not apply to any maps, official records, contracts, or other data that may be provided by the COUNTY or public or semi-public agencies which the CONTRACTOR should reasonably expect to be accurate and which the CONTRACTOR could not reasonably be expected to know to be inaccurate.

- c. Claims Against the COUNTY. The CONTRACTOR agrees that no charges or claim for damages shall be made by it for unreasonable delays or hindrances attributable to the COUNTY during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by the COUNTY by an extension of time for a reasonable period for the CONTRACTOR to complete the services. Such an agreement shall be made in writing between the parties.

10. Ownership of Documents. All documents including, but not limited to, computer files and the performance of this agreement, are to be instruments of service and copies delivered to the COUNTY before the final payment is made to the Contractor.

11. Non-discrimination.

a. The CONTRACTOR agrees that he will not discriminate against any of his employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State Laws regarding non-discrimination. Any violation of such provisions shall constitute a material breach of this Agreement.

b. Immigration Affidavit Certification. Statutes and executive orders require employers to abide by the immigration laws of the United States and to employ only individuals who are eligible to work in the United States.

The E-Verify program, operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), provides an Internet-based means of verifying employment eligibility verification requirements.

CONTRACTORS are required to enroll in the E-Verify program within thirty (30) calendar days of contract award, and use E-Verify within thirty (30) calendar days thereafter to verify employment eligibility of their employees assigned to the contract at the time of enrollment

in E-Verify. Additionally, CONTRACTORS shall flow down the requirement to use E-Verify to their subcontracted vendors.

CONTRACTOR acknowledges and shall be fully responsible for complying with the provisions and regulations relating thereto, as either may be amended. Failure to comply with the laws referenced herein shall constitute a breach of agreement and the COUNTY and/or CONTRACTOR shall have the discretion to unilaterally terminate said agreement immediately.

12. Expenses of Litigation. In the event litigation in any way related to the services performed hereunder is initiated by one party to this Agreement against the other, the prevailing party shall be reimbursed by the other party its reasonable attorneys' fees and costs.

13. Controlling Laws. This Agreement is to be governed by the laws of the State of Florida, and venue shall rest solely in Columbia County, Florida.

14. Hazardous Substances. It is understood and agreed that in seeking the professional services of the CONTRACTOR in this Agreement, the COUNTY does not request the CONTRACTOR to undertake uninsurable obligations involving or related in any manner to hazardous substances.

15. Binding Effect. This Agreement shall bind, and the benefits thereof shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors and assigns.

16. Merger Amendment. This Agreement constitutes the entire agreement between the COUNTY and the CONTRACTOR, and all negotiations and oral understandings between the parties are merged herein. This Agreement may be supplemented and/or amended only by a written document executed by both the COUNTY and the CONTRACTOR.

17. Non-assignability. Neither party shall assign any rights or delegate any duties arising under this Agreement without prior written consent of the other party.

18. Severability. Any provision in this Agreement that is prohibited or unenforceable under Florida or federal law shall be ineffective to the extent of such prohibitions or unenforceability, without invalidating the remaining provisions hereof.

19. Public Records. CONTRACTOR shall be required to cooperate with the COUNTY relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the COUNTY for its use and/or distribution as may be deemed appropriate by the COUNTY. CONTRACTOR shall comply with public records laws embodied in Chapter 119, Florida Statutes, and specifically shall:

- a. Keep and maintain public records required by the COUNTY in order to perform the Services.
- b. Upon request from the COUNTY provide the COUNTY with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the COUNTY.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term, and thereafter if the CONTRACTOR does not transfer all records to the COUNTY.
- d. Transfer, at no cost, to COUNTY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY, in a format that is compatible with the information technology systems of the COUNTY. If the CONTRACTOR keeps and maintains public records upon the conclusion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records that would apply to the COUNTY.
- e. If CONTRACTOR does not comply with a public records request, the COUNTY shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if the CONTRACTOR fails to provide records when requested, the CONTRACTOR may be subject to penalties under section 119.10 Florida Statutes, and reasonable costs of enforcement, including attorney fees.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: BCCADMIN@COLUMBIACOUNTYFLA.COM .

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have caused this instrument to be signed by their respective duly authorized officers, all on the day and year first above written.

COUNTY - BOARD OF COUNTY COMMISSIONERS

By: _____

Robby Hollingsworth, Chairman

Date: _____

ATTEST: _____

Clerk of Court

Date: _____

CONTRACTOR-ALFRED BENESCH & COMPANY

By: _____

Print/Type Name & Title

Date: _____

Witness

Date: _____

FORM APPROVED BY: _____

County Attorney

**EXHIBIT A
FEE SCHEDULE**

Fee for Solid Waste Assessment Update Study	\$11,637.00
Fee for Fire Assessment Update Study	\$23,275.00
Combined Fee Total for Assessment Update Study	\$34,912.00

Additional Services if requested by County

1. Expert representative service \$450.00 per hour
 2. Technical research service \$200.00 per hour
 3. Administrative support \$ 82.00 per hour
- Produce and mail the first class notices \$ 1.10 per parcel