

**GULF COUNTY, FLORIDA
(AMENDED 10/23/18) REQUEST FOR PROPOSALS**

DISASTER RECOVERY CONSULTANT SERVICES

SPECIFICATION NUMBER: RFP 1819-02

PROPOSAL WILL BE RECEIVED UNTIL: 12:00 P.M., THURSDAY, OCTOBER 25, 2018.

Board of County Commissioners
Sandy Quinn, Chairman

County Administrator's Office
1000 Cecil Costin Blvd.
Port St. Joe, FL 32456

Phone: 850-229-6112
<http://www.gulfcounty-fl.gov/>

FROM:
Michael L. Hammond, County Administrator

**Disaster Recovery Consultant Services
RFP 1819-02**

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Forms marked with an (* Asterisk) must be returned with Offer.

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SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Gulf County, Florida, invites your company/firm to submit a sealed offer on the item(s) as listed in this solicitation request. The Board of County Commissioners have elected in a public meeting to extend the period to submit for this invitation to bid to promote a full and open competition and allow as many vendors to submit proposals for Gulf County to consider. Additionally, the RFP has been amended to include additional technical review instructions and compliance with the relevant sections of 2 C.F.R. Part 200.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive Proposers(s).

SPECIAL CONDITIONS:

1. The selection of a consultant will not guarantee any minimum amount of services under the contract.
2. The selection of a Consultant by Gulf County does not guarantee that Consultant a contract with any other entity or municipality within Gulf County and listed herein. Individual municipalities (City of Wewahitchka and the City of Port St. Joe have formally voted and elected to participate in this Request for a Proposal and procurement process, however are under no obligation to contract with Consultant for services included herein. The Gulf County Board of County Commissioners have issued this RFP with the inclusion of the individual municipalities/ governmental entities as a formal courtesy to those entities. The County has made the formal decision and the two cities have subsequently publicly announced and voted to join in this RFP process. Proposals should reflect the ability to contract individually or jointly as the County and with one or both of the municipalities.
3. Where applicable, Gulf County, the municipally or other entities contained herein, reserve the right to perform various project tasks.
4. Gulf County reserves the right to reject any or all proposals; to negotiate any elements of a proposal; to conduct interviews at its sole discretion; and to solicit and/or select consultants outside of the scope of this RFP. The County may award one contract or multiple on-demand contracts in an effort to obtain the best match and availability of the consultant(s) for actual disasters that occur.
5. Gulf County assumes no responsibility or liability for costs incurred by respondents to this request, including any requests for additional information, interviews or negotiations.
6. All applicable State of Florida and Federal rules and regulations must be adhered to by the consultant.

INSTRUCTIONS TO PROPOSERS

- 1) Read all documents contained in the RFP specifications. See Part II page 15
- 2) Vendors are responsible for submitting their proposals to the exact location indicated on the “Notice” prior to the time indicated in the “Notice”. No proposals will be accepted after the designated time indicated in the “Notice”. Note: “See proposal notice for specifics”
- 3) Vendors are responsible for reporting, in writing, any errors found in the RFP specifications to the Gulf County Administrator, 1000 Cecil Costin Blvd., Port St. Joe, Florida 32456 or email the Administrator’s Deputy Assistant, Kari Summers at ksummers@gulfcounty-fl.gov.
- 4) Questions about or clarifications to the technical specifications must be made in writing to the County Administrator prior to the proposal due date. Such questions must be in the possession of the County Administrator one working day prior to the proposal due date unless otherwise indicated. Verbal questions may be entertained with emergency declaration and public safety concerns stated in said declaration.
- 5) Vendors shall indicate on the outside of their sealed proposal the following information:
 1. Title of RFP and RFP Number
 2. Date and Time of Proposal due date
 3. Your Company Name
- 6) The only forms necessary to be submitted with your proposal are the following:
 1. Sworn Statement and Indemnification forms signed and dated
 2. Insurance certificate as described in “Schedule B” Insurance Form
 3. References as specified
 4. IRS W-9 Form See General Information for Sample
 5. Any other information as noted in the RFP document
 6. The proposal form filled out completely

Failure to submit any of the above data may result in the rejection of the proposal. Furthermore, the County reserves the right to request any additional information deemed necessary for the proper evaluation of this proposal.

- 7) Failure to comply with the above may result in the rejection of the proposal as being unresponsive.
- 8) Under no circumstances is it necessary to return the RFP packet. It should be retained by the vendor for his/her records.

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to Gulf County _____
(print name of the public entity)

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 I Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or 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 or 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 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 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.
- c. 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 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.
- d. 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 the 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 the 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 the 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 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 vendor 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 HIS FORM IS VALID THOROUGH 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 an subscribed before me this _____ day of _____, 20____

Personally known _____

OR produced identification _____ Notary Public - State of _____

(Type of identification) My commission expires _____

(Printed typed or stamped commissioned)

PROPOSAL FORM

Board of County Commissioners
Gulf County, Florida
Port St. Joe, Florida 32456

Date: _____

Commissioners:

The undersigned, Hereinafter called "Proposer", having reviewed the scope of services requested and familiarized himself with the local conditions, nature of the work, and having carefully developed an acceptable method of providing services as described herein, and having carefully examined the form of agreement and contract documents shall furnish all materials, labor, services and any other items for the proper execution of contract number **RFP 1819-02** at the proposed price stated within this proposal.

Information for Proposal Fee to be included within the Proposal Format Part II

(TO BE FILLED IN)

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the proposal period:

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

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

(PLEASE TYPE INFORMATION BELOW)

SEAL IF PROPOSAL IS BY CORPORATION

State of Florida (or other State) Department of State Certificate of Authority

Proposer: _____

Document Number _____

By: _____

Occupational License No. _____

Signature: _____

NOTE: By signing and submitting this Proposal for consideration by the Gulf County Board of County Commissioners the vendor acknowledges that they have read, understand and agree to all aspects of the specifications as presented without reservation, exception or alteration.

Florida DBPR Contractor's License (or other state's Contractor's or professional licensure), Certification and/or Title: _____

Registration No. _____

Address: _____

Type of Licensure, Certification and/or Registration _____

Person to contact concerning this bid: _____

Expiration Date: _____

Phone/Toll Free/Fax # _____

Page 2 of 2

Proposal Form Continued...

RFP 1819-02

County Permits/Fees required for this project:

<u>Permit</u>	<u>Cost</u>	Home Page Address: _____
		Person to contact for emergency service:
		Phone/Cell/Pager #: _____

Person to contact for disaster service: _____

Home Address: _____

Home Phone/Cell/Pager #: _____

Names and addresses of proposed Subcontractors to be utilized for work on this project:

- 1.
- 2.
- 3.
- 4.

(* Please note that the inquiries provided herein on pages 8 and 9 request geographic information and distinction as to whether consultants are Florida corporations, business or contractor, however Gulf County shall strictly comply with 2 C.F.R. § 200.319 (b) and shall ensure that it does not use geographic preferences as part of its evaluation criteria*)

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Gulf County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,

In what state was it created: _____

Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State or other State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____

Vice President: _____ Treasurer: _____

Director: _____ Director: _____

Other: _____ Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____

City, State Zip: _____

Street Address: _____

City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land) (Please continue and complete page 2)

Information Sheet continued

Page 2 of 2

Corporate Identification

Federal Identification Number: _____

(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____

Telephone Number: _____ Facsimile Number: _____

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the County Attorney's Office)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

(* Please note that the inquiries provided herein on pages 10 and 11 request geographic information and distinction as to Florida corporations, business or contractor other states, however Gulf County shall strictly comply with 2 C.F.R. § 200.319 (b) and shall ensure that it does not use geographic preferences as part of its evaluation criteria and in utilizing the information sheet completed above*)

PART A SUMMARY

A-1 GENERAL SUMMARY

This Request for Proposals is for:

FEMA AND STATE OF FLORIDA DISASTER RECOVERY ASSISTANCE CONSULTANT

Gulf County and its Constitutional Officers, City of Port St. Joe and the City of Wewahitchka have recently been affected by the effects of Hurricane Michael. The Gulf County Board of County Commissioners are in the process of planning and executing a comprehensive recovery program for current and future incidents. It is contemplated that any one of the above listed entities may require these services and contract separately for these services, utilizing the contract awarded by the Gulf County Board of County Commissioners. To that end, Gulf County is seeking a professional consultant(s) or consulting firm(s) to provide expertise to augment our capabilities to receive the maximum recovery funding from the Federal Emergency Management Agency (“FEMA”) and State of Florida. The ideal Consultant(s) shall possess demonstrated experience in programmatic disaster recovery and must have intimate knowledge and expertise in the operations of the FEMA Public Assistance Program including hazard mitigation. It is expected this Request for Proposal may result in on-demand contracts to meet the need for timely disaster specific services.

The County reserves the right to reject any and all proposals, and to waive any informality in the Request for Proposal process. All proposals submitted will be required to comply with all applicable local, state, and federal regulations, codes, and laws. Also, all proposals submitted will be required to comply with all applicable equal employment opportunity laws and regulations.

The County hereby notifies all that it will take affirmative action to insure that disadvantaged and women business enterprises will be afforded full opportunity to participate in any contract which may result from this request for proposals and will not be discriminated against on the grounds of race, color, national origin, sex, religion, age or physical handicap in consideration of contract award.

The County hereby notifies the proposer and the proposer hereby accepts the specific direction and guidance that it shall without deviation comply with all local, state and federal directives, orders, and laws as applicable to the RFP and subsequent contracts including but not limited to:

- Equal Employment Opportunity (EEO), in compliance with Executive Order 11246, as to applicable to this proposal and possible contract
- Minority Business Enterprise (MBE), as applicable to this contract
- Occupational Safety and Health Act (OSHA), applicable to this contract

1-2 ISSUING OFFICER

The project Director shall be Michael Hammond, County Administrator or his designee. The liaison officer shall be, Warren Yeager, Assistant County Administrator. The contracting agency shall be the Gulf County Board of Commissioners, 1000 Cecil Costin Blvd., Port St. Joe, Florida 32456.

1-3 CONTRACT CONSIDERATION

It is expected that the contract for grant writing, grant administrative services and project delivery services and engineering shall be **firm fixed prices for each service bid**.

1-4 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this

project and is from the most responsive and responsible proposer that is advantageous to the County. Cost incurred in the preparation and submission of a proposal shall be borne by the firm submitting the proposal and shall be included in the formal contract.

1-5 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notice of interest in performing the services. The Gulf County Board of County Commission has directed staff to notify those submittals and proposers who have submitted in a timely manner for the original RFP to be notified of this AMENDED RFP and revised deadlines.

1-6 ORDER OF PRECEDENCE

In the event of a conflict the acceptance agreement of the acknowledgement form, the General Information section Part I and Information Required from Part II shall take precedence over the general conditions and instructions to Proposers.

1-7 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

A. Public Notice date of proposal.....**Friday, October 19, 2018**

AMENDED PUBLIC NOTICE DATE OF PROPOSAL – TUESDAY, OCTOBER 23, 2018

B. Receipt of proposals.....**12:00 p.m., EDT, THURSDAY, October 25, 2018**

C. Review of proposals.....**October 25, 2018**

D. Oral Interview (if necessary) **To be Determined**

E. Board of County Commissioners approval (anticipated) **October 26, 2018**

1-8 PROPOSAL CONTENT AND SIGNATURE

Submit an Original, so identified and five (5) duplicate copies including a completed W-9 form and Certificate of Insurance for your firm in a sealed opaque package with the proposal number; firm name, as well as the time and date for opening prominently marked on the outside of the proposal. All copies shall be signed by a company official with the power to bind the company in its proposal and shall be completely responsive to the RFP for consideration. The Board of County Commission has additionally authorized any and all proposers to submit electronically in a timely and compliant manner.

1-9 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All shall provide a straight forward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rationale. All proposals shall be bound with all pages 8.5" x 11" format.

1-11 PRIME CONTRACT RESPONSIBILITIES

The selected proposer shall be required to assume responsibility for all services offered in his proposal. The selected proposer(s) shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-12 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-13 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-14 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Gulf County Board of Commissioners.

PART II INFORMATION REQUIRED FROM PROPOSERS

2-1 DEFINITIONS

The following definitions are listed to present a clear understanding of operational terms:

Consultant means the consultant paid by the County agency to perform the services of this RFP.

County Agency means the Gulf County Board of Commissioners

2-2 SCOPE OF WORK:

The selected Consultant shall assist the County with the following duties as mutually agreed upon:

- Provide technical advisory services related to recovery from disasters
- Develop and implement strategies designated to maximize federal and state assistance
- Provide expert programmatic and policy advice on federal disaster relief programs
- Provide support for strategic planning and coordination of all recovery efforts
- Work with County Planning Department to develop a long-range recovery plan in the event of disasters where the cost of reconstruction approaches the cost of relocation or mitigation
- Review contracts and purchasing documentation to ensure cost recovery
- Represent Gulf County and any other related municipality listed above which chooses to contract with the Consultant and attend meetings with FEMA, Florida Division of Emergency Management (FDEM), or other agencies as may be necessary on behalf of the County or individual municipality included in this Request for Proposal that may choose to contract with the Consultant
- Damage site assessment and project worksheet formulation
- Identify potential improvements and maximize public assistance 406 Mitigation funding in conjunction with the county and or (both) municipality's Hazard Mitigation Officer, if one has been or shall be appointed
- Meet with county and or municipalities as required by the County regarding disaster related repairs, damage mitigation efforts and possible improvements and collect and compile cost documentation
- Document permit requirements and work with county or municipality, as applicable, to maintain code compliance, including but not limited to building and floodplain codes
- Provide assistance and oversight to county or municipalities that may have difficulty with claims or claiming process
- Continued interaction and communication with Gulf County's Emergency Damage Assessment Team(s)
- Provide assistance and oversight to county or municipalities to facilitate and ensure appropriate progress payment requests

- Work with county or municipalities to resolve disputes with FEMA, FDEM, or other agencies as may be necessary including but not limited to the preparation of appeals
- Provide county or municipalities with grant close-out services to ensure funding is retained
- Provide county or municipalities assistance with the education and training of staff that will or may be involved with the various aspects of disaster recovery, including County Highway, Public Works and Planning Staff, County Attorney, County Administrator, City Council Members, Mayors, Road Maintenance Supervisor, Code Enforcement Officers and any other staff which the county or municipality would derive benefit from training.

Part III INFORMATION TO BE SUBMITTED BY THE PROPOSER

In order to simplify the review process and to obtain the maximum degree of comparability, interested firms are required to follow the outline in order to include all the information called for in the RFP. The proposer shall submit an **Original, so identified and five (5) duplicate copies** of his proposal **by 12:00 p.m., EDT, on Thursday, October 25, 2018**

1. Title Page

Show the RFP subject, the name of the proposer's firm, local address, telephone number, name of the contact person, and the date.

2. Table of Contents

Proposer shall provide a table of contents, which corresponds to the response format outlined.

3. Letter of Transmittal

The Letter of transmittal is normally one or two pages and is usually tailored to fit individual preferences. It is summary or introductory in nature, but the Review Committee requests it stipulate the following information:

- a. A brief understanding of the services to be performed.
- b. A positive commitment to perform the service within the time period specified.
- c. The names of persons authorized to represent the proposer, their title, address and telephone number. This may be important if different from the individual who signs the transmittal letter.

4. Background, Experience and Qualifications of the Proposer

This should include:

- a. The organization and size of the proposer, whether it is local, regional, national or international in operations.
- b. The location of the office from which the work is to be done and the number of professional staff by staff level employed at that office.
- c. A description of the range of activities performed by the office.
- d. An organizational chart showing the proposed project team
- e. A statement on the proposer's staff capability to perform the range of activities.
- f. Identify the consultant and other staff who will work on the consulting activities. Biographies or Resume including relevant experience for FEMA Consultant in charge up to the individual with final responsibility for the engagement shall be included.

- g. Describe offices' FEMA Consultant experience similar to the type of activity being requested and give the names and telephone numbers of client officials responsible for three of your FEMA Consulting projects.
- h. If other sub-contractors are to participate in the consulting services, those subcontractors shall be required to provide similar information.

5. A description of the project team and team's approach/methodology

6. Management plan for the project

7. Demonstrated understanding of the project

8. References and contact information for similar completed projects

9. Fee Schedule:

Submit a fee schedule showing hourly rates for consultant services and hourly rates for education services and an itemized list of all direct and indirect costs associated with the performance of this contract.

Part IV CRITERIA FOR SELECTION:

The responses to the RFP will be reviewed and the most qualified firm will be selected based on evaluation of the following criteria:

- Previous relevant and successful experience and qualifications (0-20 points)
- Proposed methodology (0 – 20 points)
- Management plan for the project (0-20 points)
- Understanding of the project (0 – 20 points)
- Prior experience with comparable entities (0-15 points)
- Cost effectiveness (0-5 points)

Part V GENERAL INFORMATION

1. AWARD OF RFP:

The award, if any, will be made within twenty (20) calendar days of the opening date. Gulf County reserves the right to allow all counties, municipal and not for profit organizations authorized under the General Laws of the State of Florida, to purchase any goods and/or services awarded as a result of this contract. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to any contract between the County of Gulf and the vendor. Additionally, the County reserves the right to purchase any goods or services included as a part of this RFP from any means legally available to it at any time.

2. TERM OF CONTRACT:

The duration of the Contract will be for a period for three (3) years, beginning upon award by Gulf County Board of County Commissioners. This Contract may be renewed, expanded and extended by mutual agreement for a renewal period of two (2), one-year (1) terms that when totaled together equal five (5) years, provided that the funding is available for this contract.

3. TERMINATION CLAUSE:

The County reserves the right to terminate any contract resulting from this RFP with (10) ten calendar days written notice to the vendor. The County agrees to show cause and allow the vendor the opportunity to rectify problems. However, if in the sole opinion of the County Attorney, County Administrator and the respective department for which the issue has arisen and the vendor has not resolved the problem to the satisfaction of the County in a timely and workman like manner, said contract shall be terminated.

4. JUDGMENTS/LEGAL FINDINGS:

By submitting this proposal for consideration, the vendor affirms that they currently have no judgments or other legal findings nor have any pending judgments or other legal findings against the company or any of its executives, with any federal, state or local governmental entities that in any way could impact or have the potential to impact their ability to complete any contract awarded them as a result of this bid. Failure to disclose any such judgments and/or findings will result in the termination of any contracts and other penalties as deemed legal and appropriate by the County.

5. IRAN DIVESTMENT ACT

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the "Scrutinized Companies with Activities in Sudan" or "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector" lists ("Scrutinized Companies List") posted on the SBA website at:

https://www.sbafla.com/fsb/Portals/FSB/Content/GlobalGovernanceMandates/QuarterlyReports/2017/2017_03_14_%20Israel%20scrutinized%20companies%20list%20for%20web.pdf?ver=2017-03-14-154755-140 and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Scrutinized Companies List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should Gulf County receive information that a person is in violation of the above-referenced certifications, Gulf County will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then Gulf County shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

Gulf County reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Scrutinized Companies List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Scrutinized Companies list after contract award.

6. COMPLIANCE WITH DAVIS-BACON ACT

Consultant shall comply with 40 U.S.C. § 3141-3144 and 3146-3148, as supplemented by the Department of Labor regulations 29 C.F.R. pt. 5 as may be applicable, which are incorporated by reference into this proposal and any proposed contract.

The Consultant or subconsultant shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require.

Breach of the contract clauses above may be grounds for termination of the contract, and for the debarment as a Consultant and subconsultant as provided in 29 C.F.R. § 5.12.

7. EMPLOYEE VERIFICATION REQUIREMENTS:

All vendors providing services and/or products to Gulf County and all municipal entities included under any contract resulting from an award of the attached bid are required to comply with all current State, Federal and local laws, rules and regulations as they pertain to the verification of the ability of each employee to legally work in this state and country. This includes all employees, subcontractors and their employees engaged in work covered by said contract.

All vendors shall, upon request, supply Gulf County or any municipality utilizing said contract with certified copies of Federal form I-9 for all employees, subcontractors and their employees. These forms should be on file at the vendors home office and are available online at <http://www.uscis.gov/files/form/i-9.pdf> . By submitting a bid for consideration by the County, the vendors acknowledge that they have complied with and will continue to comply with all regulations and statutes concerning the verification of employee status.

8. NON-APPROPRIATIONS CLAUSE:

In accordance with Florida State Statutes the County of Gulf, a political subdivision of the State will not be liable for any purchases or contracts for goods or services for which funding is not available. As a result, the vendor agrees to hold the County harmless for any contracts let for which funding either does not currently exist or for which funding has been removed prior to the issuance of a purchase order by the County. Issuance of a purchase order by the County indicates that the County currently has and has set aside adequate funds to procure the goods and services indicated in the purchase order or contract. Should it become necessary for the County to cancel a project or purchase after an order to proceed or purchase order has been issued, the County will only be liable for and the vendor agrees to only assess those financial damages that it can prove to have incurred as a result of the cancellation. (see Bid Form for further notes)

9. NON-ASSIGNMENT:

At no time during the duration of any contract resulting from this bid, shall the successful vendor be allowed to assign any portion of this contract to a third party without express written approval by the Gulf County Board of County Commissioners.

10. FUEL SURCHARGES:

Gulf County will not pay any type of fuel surcharge on any item or contract unless specifically indicated as such by the County in the solicitation or contract. Any fuel charges added and not authorized by the County will be deleted from any payments made to the vendor.

11. INSURANCE REQUIREMENTS:

Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Proposers are encouraged to review these requirements with their insurance agents before submitting offers. It is not necessary to have this level of insurance in effect at the time of submitting the offer, but certificates indicating that the insurance is currently carried, or a letter from the carrier indicating upgrade availability will speed the review process.

11.1 County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverage's specifically waived by the County. Policies shall be from insurers with a minimum financial size of VIII; in accordance with the latest edition of AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverage for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverage described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Gulf County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

11. 2 Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with Section 440.02(13)(d) and 440.10(1)(g) Florida Statutes. Contractor shall also purchase any other coverage required by law for the benefit of employees.

11.3 General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

11.4 General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

11.5 Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

11.6 Excess or Umbrella Liability Coverage

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverage. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

11.7 Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Gulf County is an additional insured on the general liability policy.
2. Include a reference to the project and the RFP number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Gulf County as the certificate holder as follows:
Gulf County
Attention: Brett Lowry
1000 Cecil G. Costin, Blvd.
Port St. Joe, Florida 32456
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

11.8 Professional Liability/Malpractice/Errors or Omissions Insurance

The contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence.

12. INDEMNIFICATION

Contractor agrees to save harmless, indemnify, and defend County and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Gulf County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Part VI Final Selection Determination

After the proposals have been reviewed based on the criteria, the firms will be ranked by the RFP Review Committee. A recommendation will be prepared by the RFP Review Committee recommending the Board of County Commissioners approve the rankings and award a contract to the first ranked firm.

SPECIFICATIONS SUBMITTED BY:
Gulf County Administrator

GENERAL CONDITIONS OF PROPOSAL

A. Contractor's Relationship to the County

1. Contractor as Independent Contractor

It is expressly agreed and understood that the Contractor is in all respects an Independent Contractor as to the work, and that the Contractor is in no respect an agent, servant or employee of the County. This Contract specifies the work to be done by the Contractor, but the method utilized to accomplish the work shall be the responsibility of the Contractor.

2. Subcontracting

Any subcontractor must be approved by the County. Contractor may subcontract certain specialty services; however, the main work of the contract must be performed by the chosen Contractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under this Contract; and despite such subcontracting the County shall deal through the Contractor, and Subcontractors will be dealt with as workmen and representatives of the Contractor. It is the Contractor's responsibility to ensure that approved Subcontractors have achieved the same liability coverage as the Contractor.

B. Billing Procedures

Monthly invoices shall be paid completely by the County within forty-five (45) working days of receipt of an approved invoice. Each invoice will be accompanied by all necessary backup materials to substantiate the charges. The County is a tax exempt entity. Any invoicing issues will be addressed prior to payment of the full invoice. The County reserves the right to pay partial invoices if it so chooses. Prior to any vendor receiving payment for goods and/or services rendered, Gulf County requires that all vendors have a current completed IRS form W-9 on file with the Gulf County finance department.

**Request for Taxpayer
 Identification Number and Certification**

Give Form to the
 requester. Do not
 send to the IRS.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C corporation, S=S corporation, P=partnership) ▶

Other (see instructions) ▶

Exempt payee

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the TIN on page 3. For individuals, this is your social security number, resident alien, sole proprietor, or disregarded entity, see the Part I instructions. For other entities, it is your employer identification number (EIN). If you do not have a number, see the instructions on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on the number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--

Employer identification number

--	--	--	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.