



BAY COUNTY BOARD OF COUNTY COMMISSIONERS

**PURCHASING DEPARTMENT
840 WEST 11th STREET
SUITE 2500
PANAMA CITY, FLORIDA 32401**

REQUEST FOR PROPOSALS (RFP)

DISASTER RECOVERY CONSULTING SERVICES

SUBMITTED BY:

RFP No. 19-04

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RESPONDENT INSTRUCTIONS

*Some of the instructions below may not apply to all projects.
The scope of work/specifications shall control any conflicting provisions.*

INTRODUCTION

The Bay County Board of County Commissioners, the Bay County Constitutional Officers (Clerk, Sheriff, Tax Collector, Property Appraiser & Supervisor of Elections) and the City of Parker "Consortium" is seeking proposals from firms to provide disaster recovery consulting services. Services are to include but not limited to public adjusting services, technical, administrative and training support to assist the Consortium with damage assessment, disaster recovery, project estimation, FEMA force account and small and large project document assembly, and Federal Procurement requirements review, etc. Work will include working with federal agencies, state agencies, local governments, and constitutional offices within Bay County, FL.

Detailed Scope of Work – See Exhibit A

The immediate project requiring services is being funded by FEMA grant funds number: DR-4399 for Hurricane Michael. It is imperative that Respondents examine and become familiar with the grant programs established by the Federal Emergency Management Agency (FEMA). Funding for the project has been made possible through this grant and is contingent on strict conformance to the guidelines set forth by Florida Department of Emergency Management (FDEM) and FEMA. Respondents will comply with the Federal Aid Contract Requirements shown at Attachment 3.

Each individual Consortium member may, in the member's individual discretion, execute a contract with the consultant selected to provide services.

PROPOSAL DEADLINE/DELIVERY

SEALED PROPOSALS for RFP NO: 19-04 Disaster Response Consultant will be received by the BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA at the Emergency Operations Center (EOC), 700 Highway 2300, Southport, Florida 32409 up until 12:00 PM (central time) Friday, November 2, 2018. Proposals will be publicly opened immediately following the deadline. It is the sole responsibility of the Respondent to ensure that the Proposal is received on time.

Proposals shall be delivered to the Emergency Operations Center (EOC), Attn: Purchasing, 700 Highway 2300, Southport, Florida 32409.

Special Accommodation: Any person requiring a special accommodation at a Pre-Proposal Conference or Proposal opening because of a disability should call the Purchasing Department at (850) 248-8270 at least five (5) workdays prior to the Submittal opening. For Hearing Impaired, Dial 1-800-955-8771 (TOO), and 1-800-955-8770 (Voice).

SOLICITATION DOCUMENTS

Electronic versions of the solicitation documents are available via the Purchasing Department's Web Page <http://co.bay.fl.us/169/Purchasing>

- Current Solicitations
- Select Solicitation
- View Documents at bottom of screen
- Enter Company Name, Contact Name, Phone Number and Email Address
 - By registering, you will be placed on the plan-holders list for the solicitation. This list is used for communications from the Consortium to prospective respondents.
- Links to the documents will be available in the Related Documents section

POINT OF CONTACT

The Bay County Purchasing Department will be the only point of contact for this RFP. Under no circumstances may a Respondent contact any Consortium Commissioner, Administrator, or employee concerning this RFP until after award. Any such contact may result in disqualification as per Bay County Code Section 2-124.

QUESTIONS

Proposers shall submit all questions, in writing, to the Purchasing Department at Purchasing@baycountyfl.gov. All questions shall be submitted no later than **12:00 pm (central time) on Tuesday, October 30, 2018**.

ADDENDA

If any addenda are issued after the initial specifications are released, the Consortium will post the addenda on the Bay County website at: <http://baycountyfl.gov/bids.aspx>.

It is the responsibility of the proposer prior to submission of any proposal to check the above website or contact the Purchasing Department to verify any addenda issued. The receipt of all addenda must be acknowledged on the addenda response sheet.

PROPOSAL FORM

To receive consideration, all Proposals shall be made on the forms provided, properly executed and with all items filled out. Do not change the wording of the Proposal Form. No conditions, limitations or provisions will be attached or added to the Proposal Form by the Respondent. Alterations by erasure or interlineations must be explained or noted in the Proposal over the signature of the Respondent.

WITHDRAWAL OF PROPOSALS

Any Respondent may withdraw its Proposal, either personally or by written request, at any time prior to the scheduled time for opening Proposals. No Respondent may withdraw its Proposal for a period of 180 days after the date for opening and all Proposals shall be subject to acceptance by the Consortium during this period.

CANCELLATION

The Consortium may cancel this RFP, or reject in whole or in part, when it is in the best interests of the Consortium, as determined by the Consortium. Notice of cancellation shall be posted on the Bay County website. The notice shall identify the solicitation, and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items.

BASIS OF AWARD

The contract will be awarded to the responsive, responsible Respondent who ranks highest in the evaluation process based on the criteria specified in the Request for Proposals Respondent Instructions.

TIE PROPOSALS

Should a tie occur, an alternate committee member will be asked to evaluate the firms based on the submitted proposals this alternate score will be the tie-breaker.

RIGHT TO REJECT

In accordance with section 2-113 of the Bay County Code, the County reserves the right to:

- a. reject any or all Proposals received;
- b. select and award any portion of any or all Proposal items;
- c. waive minor informalities and irregularities in the Respondent's Proposal.

A Proposal may be rejected if it is non-responsive or does not conform to the requirements and instructions in this RFP. A Proposal may be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional Proposals, incomplete Proposals, indefinite or ambiguous Proposals, failure to meet deadlines and improper and/or undated signatures. Other conditions which may cause rejection of Proposals include evidence of collusion, obvious lack of experience or expertise to perform the required work, submission of more than one Proposal for the same work from an individual, Respondent or corporation under the same or a different name, failure to perform or meet financial obligations on previous contracts. Proposals may be rejected if not delivered on or before the date and time specified as the due date for submission of the Proposal.

EXECUTION OF AGREEMENT

The successful Firm shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the County Purchasing Director or appropriate Consortium member all required contract documents. The awarded Firm shall also deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by the Risk Manager of the appropriate Consortium member before the successful Firm may proceed with the work.

TERM

The Consortium's intent is to negotiate an agreement with multiple firms. The contract term is intended to be for a five (5) year initial term with one five (5) year renewal option. Prices shall remain firm for the initial term of the contract. Surcharges will not be accepted

in conjunction with this contract, and such charges should be incorporated into the pricing structure.

The following projected timetable should be used as a working guide for planning purposes.

Issued Solicitation Notice	10/26/2018
Last Date for Written Questions	10/30/2018
Addendum Issued by if applicable	10/31/2018
Solicitation Deadline	12:00PM 11/2/2018

OFFER TO EXTEND TO OTHER GOVERNMENTAL ENTITIES

Bay County encourages and agrees to the successful vendor extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful vendor.

ADDITIONAL ITEMS/SERVICES

Additional items/services may be added to the resultant contract, or purchase order in compliance with the Bay County Procurement Code.

PAYMENTS

Payments shall be made in accordance with the Florida Prompt Payment Act, Chapter 218, Florida Statutes.

LICENSES

Consultant shall be properly licensed for the appropriate work specified in this Request for Proposals. All Respondents are requested to submit any required license(s) with their qualifications. License(s) must be effective as of the opening date and must be maintained throughout the Contract Period. Failure to be properly licensed as stated above may result in the rejection of the Proposal as nonresponsive.

PUBLIC RECORDS

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as many be provided by other applicable State or Federal Law, all Respondents should be aware that Requests for Proposals and the responses thereto are in the public domain. Respondents must identify specifically any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

The County is a public agency subject to Chapter 119, Florida Statutes. The awarded Contractor(s) shall comply with Florida's Public Records Law. Specifically, the awarded Contractor(s) shall:

- a. Keep and maintain public records required by the County to perform the service;

- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.
- 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 contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost to the County, all public records in possession of the Contractor, or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records in a format that is compatible with the information technology systems of the County.
- e. The Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The County, the State of Florida, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion.

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 contract contact Bob Majka, Custodian of Public Records, at (850) 248-8145, publicrecords@baycountyfl.gov or 840 W. 11th Street, Panama City, Florida 32401.

EXEMPTION OF MEETINGS/PRESENTATIONS

Pursuant to Florida Statute section 286.0113(2), any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from public meeting requirements. However, the County must make a complete recording of any portion of an exempt meeting and no portion of the exempt meeting may be held off the record. The recording of, and any records presented at, the exempt meeting are exempt from the public records law of section 119.07(1), Fla. Stat. (2011) and section 24(a), Art. I of the State Constitution, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, submittals, or final replies, whichever

occurs earlier. If the County rejects all bids, submittals, or replies and concurrently provides notice of its intent to reissue a competitive solicitation, the recording and any records presented at the exempt meeting remain exempt from section 119.07(1), Fla. Stat. (2011) and section 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial agency notice rejecting all bids, submittals, or replies.

REPRESENTATIONS

The contract documents contain the provisions required for the project. Information obtained from an officer, agent, or employee of the Consortium or any other person shall not affect the risks or obligations assumed by the Contractor or relieve the Contractor from fulfilling any of the conditions of the contract.

PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

E-VERIFY

Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Contractor during the term of the Contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the Contractor to perform work pursuant to the contract with the Department.

By submission of a proposal in response to this document, the contractor certifies compliance with the above requirements.

WARRANTY

All goods and services furnished by respondent, relating to and pursuant to this RFP, will be warranted to meet or exceed the specifications contained herein. In the event of breach, the respondent will take all necessary action, at respondent's expense, to correct such breach in the most expeditious manner possible.

SUBCONTRACTORS

The Contractor will be the prime service provider and shall be responsible for all work performed and contract deliverables. Proposed use of subcontracts should be included in the Proposer's Response. Requests for use of subcontractors received subsequent to the solicitation process are subject to review and approval by the Consortium.

The Consortium reserves the right to request and review information in conjunction with its determination regarding a subcontract request. All subcontractors are subject to the same requirements of this solicitation as the awarded contractor.

HOLD HARMLESS AND INDEMNIFICATION

- a. The consultant shall indemnify and hold harmless the Consortium, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the consultant and other persons employed or utilized by the consultant in the performance of the contract.
- b. The parties understand and agree that such indemnification by the consultant relating to any matter which is the subject of this Contract shall extend throughout the term of this Contract and any statutes of limitations thereafter.
- c. The consultant'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.

DUTY TO PAY DEFENSE COSTS AND EXPENSES

- a. The consultant agrees to reimburse and pay on behalf of the Consortium the cost of the Consortium's legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all 1) claims described in the Hold Harmless and Indemnification paragraph or 2) other claims arising out of the consultant's performance of the Contract and in which the Consortium has prevailed.
- b. The Consortium shall choose its legal defense team, experts, and consultants and invoice the consultant accordingly for all fees, costs and expenses upon the conclusion of the claim.
- c. Such payment on the behalf of the Consortium shall be in addition to any and all other legal remedies available to the Consortium and shall not be considered to be the Consortium's exclusive remedy.

CONTRACT PRICE

Contract prices shall be all inclusive and include all charges for completing the work such as layout, insurance, taxes, field office and supervision, overhead and profit, bonds and miscellaneous items.

PROTEST

A notice of protest to Bay County Board of County Commissioners must be submitted in accordance with section 2-114 of the Bay County Code, as amended from time to time. If a party intends to initiate such an action, it must electronically notify the Purchasing

Director and the County Attorney no later than one business day after notice of the awarding authority's decision.

Individual Consortium members may have different protest procedures.

PROPOSAL REQUIREMENTS

Each Firm's proposal shall include sufficient information to enable the Consortium to evaluate the capability of the Firm to provide the desired services. The data shall be significant to the project and discussions of past performances on other projects shall be minimized except as they relate to the proposed work.

Proposers should submit one (1) original clearly labeled "Original", ten (10) copies clearly labeled "Copy" and one (1) electronic version of the package. The electronic version should be in pdf format on a cd or usb drive. Electronic versions submitted via e-mail will **not** be accepted. If the proposal contains confidential information, such information shall be in a separate pdf document. Proposals shall be enclosed in a sealed envelope bearing the title of the solicitation, the name of the Respondent and the date for opening. Proposals shall be valid for a period of 180 days after the opening.

Emphasis in each Proposal must be on completeness and clarity of content.

In order to expedite the evaluation of Proposals, it is essential that Respondents follow the format and instructions contained in the RFP.

The following information is the minimum content required for the Proposal and will be used to compare and evaluate the firms:

(Please number and title tabs for each section as indicated).

Tab I: Cover Letter / Management Summary

Provide a cover letter, signed by an authorized officer of the firm, indicating the underlying philosophy of the firm in providing the services stated herein. Include the name(s), telephone number(s) and email(s) of the authorized contact person(s) concerning proposal. Submission of a signed Proposal is Vendor's certification that the Vendor will accept any awards as a result of this RFP.

Tab II: Firms Qualifications (30 points/8 Page Limit)

In this tab, provide the following:

- Provide an overview of the Firm's history, capability and business ability relative to the Consortium's requirements.
- Describe your firm's qualifications in providing disaster recovery and specifically FEMA reimbursement services. Include information on organizational structure. Include any special expertise which your firm has in working with FEMA regarding debris reimbursement and monitoring contracts. Provide your firm's experience working with Florida Department of Transportation (FDOT) utilizing the Florida

Highway Administration (FHWA) program for road reimbursement. Provide specific information on your experience working on disaster recovery reimbursement specific projects in Florida.

- Provide a complete list of all government agencies for which you are currently providing, or have provided in the past, disaster recovery FEMA reimbursement services since 2012, and FHWA services. Indicate the dates (length) of service for the listed clients and specify the name, title, addresses and telephone number of individuals. The Consortium may contact those clients for whom you have provided disaster recovery FEMA reimbursement services for further information concerning the services provided.
- For specific large disasters that you may have been involved in handling the FEMA reimbursement for, or are still handling, e.g. Hurricane Katrina, provide information on the number of Project Worksheets handled, the number of employees put within the organization to complete the work, what pre-work was done to assist in completing the Project Worksheets, any special reimbursement issues resolved with FEMA, amount de-obligated with the State and FEMA and why, the amount of dollars recovered for the organization, success in any FEMA or State appeals, and experience with any FEMA and State audits.
- Provide information related to your experience with any FEMA or State appeals. Provide the details as to the outcome, the duration of the appeal and any other related data.
- Provide information related to your experience with FEMA and State audits. Provide the number of audits your firm has been involved with, the number of findings against the organization that the auditors identified; if the findings were significant and overall what they found and the duration of the audits.
- Describe contacts and relationships with your other clients and interaction with FEMA and State Agencies. Include FHWA experience.

Tab III: Specialized Expertise of Team Members (25 points\8 Page Limit, excluding resumes)

- Provide a list of individuals who will be assigned (on site) to the disaster recovery reimbursement service engagement with the Consortium and their specific roles. Include summary resumes of the individual to reflect their experience and education, particularly as they relate to the firm's engagements since 2008. Identify the primary contact who will be actively engaged in serving the account and identify the current client workload of this individual by counties, cities, special districts, and other as may apply.
- If lead project staff members are to be changed, request must be made in writing and pre-approved by the Consortium.
- Provide the number of employees who serve in Florida who would be available during normal business times versus during time of emergency or disaster.

Describe the experience that these types of employees have in working with FEMA and the State in handling the documentation required for receiving reimbursement, e.g. Project Worksheets, in resolving reimbursement issues, and dealing with FEMA and State appeals, and audits.

- Describe the training that your employees have had regarding FEMA and FHWA grant rules and guidelines, State pass-through grant rules for reimbursement, debris recovery reimbursement, and any further training for reimbursement.
- Describe if your employees are full time employees or contracted employees.

Tab IV: Technical Approach (20 points/8 Page Limit)

- Provide a description of the firm's general approach to the proposed scope of services to include team organization, staff assignments, schedules, quality assurance and accountability.
- Document if your firm is able to provide services to multiple agencies/entities if requested
- Provide relevant availability guidelines and/or the average time between request for meetings and actual attendance for current clients. Discuss the availability of the primary contact relative to current and future client workload. Include for each individual the estimated number of hours that will be contributed to this project and in what capacity they would serve on this project. Include information on supervisory personnel.
- Describe the amount of time and ability that your firm would be able to devote to individual Consortium members to research the current process of how organizations are seeking federal reimbursement and how that process could be streamlined, as well as how members can better prepare before a loss to document a claim.
- Provide website and/or portal with details for status to worksheets.
- Describe how your firm would include public adjusting and include coordinating with each applicant's Risk Management department or its contractor to coordinate insurance and/or FEMA reimbursement as deemed necessary.

Tab V: Cost of Services to the Consortium (15 points/8 Page Limit)

- The cost of the proposal shall reflect an hourly rate for pre-disaster assistance and an hourly rate for all post-disaster. The proposed hourly rates are inclusive of all costs associated with the disaster recovery assistance provided to the Consortium members. **The Consortium members may reimburse separately for travel expenses at actual travel costs incurred, pursuant to Federal Travel Regulations, GSA, and State of Florida regulations.**
- The Consortium member will not pay the consultant for services unless a Notice to Proceed is issued to the consultant by the Consortium member when the Consortium member requires assistance to request reimbursement from FEMA and/or another agency.

- Provide examples (if any) where you have recovered all or part of your fees from FEMA.

Tab VI: References (10 points)

In order for the vendor to be awarded any points for this tab, the Consortium requests that the vendor submits three (3) references from clients whose projects are of a similar nature to this solicitation as a part of their proposal. Information provided for each client shall include the following:

- Client name, address and email address and telephone number.
- Description of services provided.
- Time period of the project or contract; briefly describe if project met or exceeded the schedule outlined
- Client's contact reference name, email and current telephone number.
- Dollar value of project; briefly describe if the completed project met, or came under budget.

Tab VII: Acceptance of Conditions

Indicate any exceptions to the terms and conditions of the RFP, and to insurance requirements or any other requirements listed in this RFP. If no exceptions are indicated in this tabbed section, it will be understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations. Exceptions taken by a Vendor may result in evaluation point deduction(s) and/or exclusion of proposal for Selection Committee consideration, depending on the extent of the exception(s). Such determination shall be at the sole discretion of the Consortium and Selection Committee.

Tab VIII: Required Form Submittals

- Submittal Form
- Addendum Acknowledgement
- Anti-Collusion Clause
- Conflict of Interest
- Drug Free Workplace
- Waiver of Exemption of Meetings/Presentations
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
- Certification Regarding Lobbying

EVALUATION PROCESS AND CRITERIA

Representatives from the County Purchasing Department will review the submittals for completeness. Those submittals deemed complete and responsive will be forwarded to the Evaluation Committee.

Evaluation Committee

- A. Evaluation Committee may consist of 3 members of the Board of County Commissioners and one member from each Consortium member. Initial scoring and final ranking may be determined by separate Evaluation Committees.
- B. The County Manager or designee shall determine the Evaluation Committee(s) that will best serve the needs of the Consortium.
- C. Membership of all Evaluation Committees shall be approved by the County Manager or designee.
- D. The Purchasing Department will provide reasonable notice of all meetings, no less than 72 hours in advance of such scheduled meeting, excluding holidays and weekends, by posting a Notice of Evaluation Committee Meeting on the public notice bulletin board in the Purchasing Department and on the Bay County website.
- E. Contact with the Evaluation Committee. Members of the Evaluation Committee are prohibited from discussing a project with any professional or professional firm that may submit a proposal during the procurement process, except in formal committee meetings.
- F. Evaluation of Proposals. Only written responses of statements of qualifications, performance data, and other data received in the purchasing office by the publicized submission time and date shall be evaluated.
- G. The initial ranking of proposals is based upon the points given in the scoring sheet utilizing the evaluation criteria in the RFP.
- H. Shortlisting. The best-qualified respondents shall be based upon the Evaluation Committee's ability to differentiate qualifications applicable to the scope and nature of the services to be performed as indicated by the ratings on the scoring sheet. Typically, the top three rated firms, if there are at least three responsive respondents, will be considered as the shortlisted firms, unless the County Manager, after input and discussion with the Evaluation Committee, approves adding additional firms to the shortlist.
- I. Presentations/Interviews. The Evaluation Committee may choose to conduct formal presentations/interviews with shortlisted firms prior to final ranking.

- J. Final Ranking. The Evaluation Committee or the Board of County Commissioners, as appropriate, shall use the ordinal process to rank the firms. The respondents shall be listed in order of preference. The list of best-qualified persons shall be approved by the Board of County Commissioners, as appropriate, prior to beginning contract negotiations.

Each Consortium member shall negotiate a contract with the top ranked firms for services at compensation which the Consortium member determines is fair, competitive and reasonable.

The provisions of the Request for Proposals and the receipt of submittals from respondents shall not create any legal or other obligation between the Consortium and respondents (except as expressly set out in this RFP).

The Consortium will make the selections primarily on the basis of the response to this RFP and any further information received from respondents if interviewed. Although information additional to that requested in this RFP may be provided by respondents, any consideration of this information shall be at the discretion of the Consortium. Each Consortium member shall award this project to the respondent considered by the Consortium member to offer the best overall response with a resulting negotiated agreement that is most advantageous and in the best interest of the Consortium member.

BAY COUNTY INSURANCE REQUIREMENTS

1. LOSS CONTROL/SAFETY

a. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

b. The County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to the County.

2. DRUG FREE WORK PLACE REQUIREMENTS

All contracts with individuals or organizations that wish to do business with the Bay County Board of Commissioners, a stipulation will be made in the contract or purchase order that requires contractors, subcontractors, vendors or consultants to have a substance abuse policy. The employees of such contractors, subcontractors, vendors or consultants will be subject to the same rules of conduct and tests as the employees of the Bay County Board of Commissioners. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the County's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the County is not satisfied with the actions of the contractor, subcontractor, vendor, or consultant, the County can exercise its right to bar all of the contractor's, subcontractor's, vendor's, or consultants employees from its premises or decline to do business with the contractor, subcontractor, vendor or consultant in the future. All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of the County's Substance Abuse Policy shall be borne by the contractor, subcontractor, vendor, or consultant.

3. INSURANCE - BASIC COVERAGES REQUIRED

a. The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County, on policies and with insurers acceptable to the County. 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.

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

c. Except for workers' compensation, the Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

d. 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.

e. Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the County, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

f. **WORKERS' COMPENSATION COVERAGE**

The Contractor shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least **\$500,000 each accident and \$500,000 each employee/\$500,000 policy limit for disease**. The Contractor shall also purchase any other coverages required by law for the benefit of employees. The Contractor shall provide to the County an Affidavit stating that he meets all the requirements of Florida Statute 440.02(14)(d).

g. **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 or Comprehensive 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 amount of coverage required.

h. **GENERAL LIABILITY COVERAGE**

Commercial General Liability - 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, and broad form property damage, 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.

i. **PRODUCTS/COMPLETED OPERATIONS**

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.

j. **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.

k. 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 coverages.

l. CERTIFICATES OF INSURANCE

1. Required insurance shall be documented in Certificates of Insurance which provide that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. The Certificate Holder will be addressed as the BAY COUNTY BOARD OF COMMISSIONERS, 840 W. 11th Street, Panama City, Florida 32401. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. Each Certificate will address the service being rendered to the County by the Contractor. **The County shall be named as an Additional Insured, Primary and Non-Contributory for both General Liability and Business Auto Liability with Waiver of subrogation included with respects to both General Liability and Business Auto.**

2. New Certificates of Insurance are to be provided to the County at least 15 days after coverage renewals.

3. If requested by the County, the Contractor shall furnish complete copies of insurance policies, forms and endorsements.

4. For the 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 the liability coverage.

m. RECEIPT OF INSUFFICIENT CERTIFICATES

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.

4. ADDITIONAL INSURANCE

If checked below, the County requires the following additional types of insurance.



Professional Liability/Malpractice/Errors or Omissions Coverage

The Contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$2,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less

coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

Property Coverage for Leases

The Contractor shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance.

Commercial General Liability Increased General Aggregate Limit (or separate aggregate)

Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of N/A is required by the County for this agreement or contract.

Liquor Liability

In anticipation of alcohol being served, the Contractor shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability (e.g. host or other coverage), the Contractor's agent or insurer should provide written documentation to confirm that coverage already applies to this agreement, contract or lease. If needed coverage is not included in the general/umbrella excess liability policy(ies), the policy(ies) must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.

Owners Protective Liability Coverage

For renovation or construction contracts the Contractor shall provide for the County an owners protective liability insurance policy (preferably through the Contractor's insurer) in the name of the County. This is redundant coverage if the County is named as an additional insured in the Contractor's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Contractor's liability coverage limit is used up by other claims.

Builders Risk Coverage

Builders Risk insurance is to be purchased to cover subject property for all risks of loss (including theft and sinkhole), subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided. If flood and/or earthquake risks exist, flood and earthquake insurance are to be purchased. If there is loss of income, extra expense and/or expediting expense exposure, such coverage is to be purchased. If boiler and machinery risks are involved, boiler and machinery insurance, including coverage for testing, is to be purchased.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

Installation Floater Coverage

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation.

The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

Motor Truck Cargo Coverage

If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the Contractor's vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

Contractor's Equipment Coverage

Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Contractor. All risks coverage is preferred. The contract may declare self-insurance for contractor equipment.

Fidelity/Dishonesty/Liability Coverage – Third Party

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Other Party's employees resulting in a loss to decedent, i.e. theft of valuables.

Fidelity/Dishonesty Coverage for Employer (Contractor)

Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the Contractor's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

Fidelity/Dishonesty/Liability Coverage for County

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Contractor's employees resulting in loss to the County.

Electronic Data Liability Insurance

The Other Party shall purchase Electronic Data Liability with limits of

Garage Liability Coverage

Garage Liability insurance is to be purchased to cover the Contractor and its employees for its garage and related operations while in the care, custody and control of the County's vehicles.

Garage Keepers Coverage (Legal Liability Form)

Garage Keepers Liability insurance is to be purchased to cover damage or other loss, including comprehensive and collision risks, to the County's vehicles while in the care, custody and control of the Contractor. This form of coverage responds on a legal liability basis, and without regard to legal liability on an excess basis over any other collectible insurance.

Damage to Premises Rented/Leased to you- (Legal Liability Form)

Provide property coverage for leased premises due to liability incurred because the insured's negligence results in fire or explosion. Specified limit of liability required.

Watercraft Liability Coverage

Because the Contractor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy coverage Watercraft Liability or Protection and Indemnity.

Aircraft Liability Coverage

Because the Contractor's provision of services involves utilization of aircraft, aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any aircraft, including owned, non-owned and hired.

The minimum limits of coverage shall be _____ per occurrence, Combined Single Limits for Bodily Injury (including passenger liability) and Property Damage.

Pollution Legal Liability Coverage

Pollution legal liability insurance is to be purchased to cover pollution and/or environmental legal liability which may arise from this agreement or contract.

United States Longshoremen and Harbor workers Act Coverage

The Workers Compensation policy is to be endorsed to include United States Longshoremen and Harbor workers Act Coverage for exposures which may arise from this agreement or contract.

Jones Act Coverage

The Workers Compensation policy is to be endorsed to include Jones Act Coverage for exposures which may arise from this agreement or contract.

EXHIBIT A

Scope of Work, Specifications and Response Format

The Consultant, at a minimum, must achieve the requirements of the Specifications or Scope of Work stated.

Brief Description of Purchase

The Consortium is requesting proposals for an– IDIQ (indefinite delivery/indefinite quantity) Disaster Recovery Consultant to provide the following, but not limited to services: public adjusting services, technical, administrative and training support to assist the County, constitutional offices and other municipal governments with damage assessment, disaster recovery project estimation, FEMA force account and small and large project document assembly, and Federal Procurement requirements review, etc.

Detailed Scope of Work

The successful proposer will assume responsibility as an independent contractor for the development and submission of FEMA grant applications and the management of all such disaster-related grants, including but not limited to, Fire Management Assistance Grants (FMAG). The awarded consultant(s) will be required to follow the code of Federal Regulations, as it relates to procurement and scope of services as amended and updated.

This will include working with federal agencies, state agencies, and several departments within Bay County. Some of the services the successful proposers may be asked to perform include, but are not limited to the following:

1. Participate annually in WebEOC training with Emergency Services and have staff available to locate on site at the EOC as needed.
2. Provide Public Adjuster construction claims consulting. Such efforts may include reconstruction estimation, bid document preparation and construction and budget oversight.
3. Provide grant management advice to the Consortium related to FEMA, Federal, or State agency pass-through grants. The successful proposer will review the County's and or Consortium members' current record-keeping strategy for documentation. The successful proposer may be required to provide the Consortium with pre-disaster assistance in an effort to assess what requirements are needed within the County to prepare for gathering the needed expenditure data, assign required disaster liaison, and/or any other pre-disaster preparation that may be required. Proposer will assist the affected departments and Consortium members to develop a standard guideline as part of their emergency plans on how reimbursement expenditures are recorded, what type of documentation should be maintained, and provide any other associated services that may be directly related to support recovery costs and reimbursement from appropriate agencies.
4. File the initial Request for Public Assistance (RPA) after the initial disaster (event) within the deadline time period. Meet all stated deadlines to meet FEMA and the State's required timelines to recover full reimbursement.
5. Meet with FEMA Representative and the State Public Assistance Coordinator for the Initial Kickoff Meeting to discuss what the County's and or Consortium member's initial disaster related damages and expenditures appear to be. Review the procedures and follow-up processes required to support full reimbursement and or grant funding.

6. Review contracts, advise the Consortium on the establishment of contracts for contingency services and supplies and advise on the scope of work development for said contracts, review the portfolio disaster vendor list, purchasing documentation and union agreements. Prepare any required supporting documentation that must accompany the Project Worksheets, including working with the Consortium to gather details related to employee fringe benefits, overtime, etc. for labor rates to provide to FEMA.
7. Work with appropriate Consortium staff to assist the FEMA, Federal or State Agency in providing the necessary information, e.g. insurance policies, personnel policies, as requested by those or other agencies to complete necessary documentation for reimbursement and or grant application. Research as necessary to complete all forms.
8. Assist the affected Consortium member in compiling their initial damage assessments if requested for all expenditures, both in force account and permanent damages, including labor, equipment, materials, contract, rental equipment and all FEMA reimbursement categories. and so on.
9. Assist the affected Consortium member in completing the appropriate documentation required for federal and state reimbursement, and the submittal of all eligible expenditures for small and large projects to the appropriate agencies, and within the required deadline.
10. Provide assistance to determine if any eligible damages or expenses have not been quantified and presented for reimbursement.
11. Assist in tracking all project documentation submitted and following any outstanding expenditure(s) to ensure that all eligible expenditures are credited through submitted reimbursements. Ensure that the Consortium member understands why certain expenditures were de-obligated, if any. Track all expenditures and reimbursements to maintain high quality reconciliations of monies expended by the Consortium member and submitted for reimbursements versus those actually received.
12. Provide copies of all documentation transacted for reimbursement on behalf of the Consortium member. Offer the Consortium member any project management design and/or coordination ideas that may result in cost savings, efficiencies, or increased reimbursement.
13. Assist the Consortium member, to provide all necessary backup documentation, e.g. invoices equipment usage documents, etc. that will garner full reimbursement or grant eligibility. The documentation submitted for reimbursement must withstand a FEMA or Federal or State audit and State Emergency Management audit, and the successful proposer will have to support the work for which they are assisting the Consortium member.
14. Assist with any special documentation and requirements to receive reimbursement under the FHWA program working with the Florida Department of Transportation (FDOT) and Consortium member.
15. Assist the specialized FEMA teams as they become necessary in the process. Specialized beach renourishment FEMA teams may be assigned to Bay County to review the reimbursement in this particular area. The successful proposer would work with this team as necessary to assist in getting reimbursement for the Consortium member. The successful proposer may have to work with the Army Corps of Engineers, other Federal agencies along with other State agencies to receive reimbursement.
16. Maintain records of all the documentation provided by the Consortium member submitted to any outside agency for reimbursement and provide the Consortium member with said copies upon request at any point in the process.
17. Once all projects are complete and reimbursement has been drawn down for eligible costs, the successful proposer would assist with final preparations with the State of Florida and FEMA or federal agencies for final inspections and the closeout process for large and

small projects. The successful proposer would participate in the exit conferences with the County, State, and FEMA agencies.

- 18.** The successful proposer must be available to assist with any requests for audit information by any source.
- 19.** If any disputes arise between the Consortium member and FEMA and/or the State, the successful proposer will assist the Consortium member in strategizing and writing the appeals.
- 20.** The successful proposer must be able to have a team available from the start of the disaster reimbursement process to the closeout process for the Consortium member. This includes any time accounted for if an appeal is requested by the Consortium member.
- 21.** Provide miscellaneous services not otherwise described, but which the Consortium member may require during the course of the Agreement, or any other tasks associated with FEMA and FHWA grant management or documentation reimbursement process as requested by the Consortium member.
- 22.** The successful proposer will also provide the Consortium member with a final report that will summarize the total reimbursement requested, total expenditures by Project Worksheet, and any special circumstances. Additionally, reporting requirements include FHWA reimbursement, total number of Project Worksheets, total reimbursement requested by Category type, total reimbursement requested by small or large project, and any other relevant data.
- 23.** This scope of work does include public adjusting and will include coordinating with each applicant's Risk Management department or its contractor to coordinate insurance and/or FEMA reimbursement as deemed necessary.
- 24.** Provide assistance with Florida Division of Emergency Management Bureau of Recovery Public Assistance document coordination, meetings and project worksheet amendments.

It is the intent of this consortium to award to multiple firms, with the option to procure services from all awarded consultants as needed. Work assignments will be made by requesting a proposal from one or more Firms and the issuance of a Notice to Proceed for the assigned Task. The Consortium member reserves the right to assign all or portions of the work to one or more firms.

**ATTACHMENT 1
REQUIRED ADDITIONAL FORMS**

**PROPOSAL FORM
RFP 19-04**

This proposal of _____, (“Firm”) organized and existing under the laws of the State of _____ doing business as _____ (Insert a corporation”, “a partnership” or “an individual” as applicable), is hereby submitted to the “Consortium”.

In compliance with the Request for Proposals, this Firm proposes to perform all work as detailed in this solicitation.

By this Proposal, this Firm certifies, and in the case of a joint proposal each party certifies as to its own organization, that this proposal has been arrived at independently, without consultation, communication or agreement as to any matter relating to this solicitation with any other competitor.

Submitted By: _____
Name of Firm/Consultant Submitting This Bid

Bid Prepared By: _____
Name of Individual Who Prepared This Bid

Contact Email: _____

Address: _____

Phone: _____

Signature of Authorized Representative of Firm/Consultant

Date

SEAL: *(If bid is by Corporation)*

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO. _____

DATED _____

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

It is the responsibility of the firm to ensure that they have received addendums if issued. Call (850) 248-8274 or email purchasing@baycountyfl.gov prior to submitting your Proposal to ensure that you have received addendums.

ANTI-COLLUSION CLAUSE

Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

CONFLICT OF INTEREST AFFIDAVIT

The Consultant certifies that, to the best of its knowledge and belief, the past and current work on any Consortium member project affiliated with: RFP 19-04 **Disaster Recovery Consulting Services** does not pose an organizational conflict as described by one of the three categories below:

Biased ground rules – The firm has not set the “ground rules” for affiliated past or current Consortium member project identified above (e.g., writing a procurement’s statement of work, specifications, or performing systems engineering and technical direction for the procurement) which appears to skew the competition in favor of my firm.

Impaired objectivity – The firm has not performed work on an affiliated past or current Consortium member project identified above to evaluate proposals / past performance of itself or a competitor, which calls into question the contractor’s ability to render impartial advice to the government.

Unequal access to information – The firm has not had access to nonpublic information as part of its performance of a Consortium member project identified above which may have provided the contractor (or an affiliate) with an unfair competitive advantage in current or future solicitations and contracts.

In addition to this signed affidavit, the contractor / consultant must provide the following:

1. All documents produced as a result of the work completed in the past or currently being worked on for the above mentioned project; and,
2. Indicate if the information produced was obtained as a matter of public record (in the “sunshine”) or through non-public (not in the “sunshine”) conversation (s), meeting(s), document(s) and/or other means.
3. Failure to disclose all material or having an organizational conflict in one or more of the three categories above be identified, may result in the disqualification for future solicitations affiliated with the above referenced project(s).

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the project identified above has been fully disclosed and does not pose an organizational conflict.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

DRUG FREE WORKPLACE

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, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an 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 the following:

(Check one and sign in the space provided.)

_____ This firm complies fully with the above requirements.

_____ This firm does not have a drug free work place program at this time.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

WAIVER OF EXEMPTION OF MEETINGS/PRESENTATIONS

Pursuant to section 286.0113(2), Fla. Stat. (2011), any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from public meeting requirements. The Consortium encourages transparent and open meetings and decision-making but will honor any request by a Firm to maintain the exemptions provided by section 286.0113(2).

Please indicate your preference regarding any meetings at which you may provide an oral presentation or answer questions regarding your submittal or at which negotiations may be conducted:

_____ **Waive** all requirements to keep such meetings and negotiations exempt from public meeting laws.

_____ **Maintain** all requirements to keep such meetings and negotiations exempt from public meeting laws.

INDICATE WAIVE OR MAINTAIN, HOWEVER DO NOT SIGN THIS FORM

APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge, 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION**

Contractor Covered Transactions

- (1) The prospective contractor 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 contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

CONTRACTOR:

By _____
Signature

Recipient's Name

Name and Title

Division Contract Number

Street Address

FEMA Project Number

City, State, Zip

Date

ATTACHMENT 2

FEDERAL REGULATIONS CONTRACT REQUIREMENTS

FEDERAL EMERGENCY MANAGEMENT AGENCY

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern.

Contractor means an entity that receives a contract.

The services performed by the awarded Contractor shall be in compliance with all applicable grantor regulations/requirements, and additional requirements specified in this document. It shall be the awarded Contractor's responsibility to acquire and utilize the necessary manuals and guidelines that apply to the work required to complete this project. In general,

- 1)The contractor (including all subcontractors) must insert these contract provisions in each lower tier contracts (e.g. subcontract or sub-agreement);
- 2)The contractor (or subcontractor) must incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
- 3)The prime contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider.

FEDERAL CONTRACT PROVISIONS

1. **Conflict of Interest** - This Contract/Work Order is subject to chapter 112, F.S. The vendor shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Contractor's company or its affiliates.
2. **Discriminatory Vendors** – (1) No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance during the term of the contract. (2) Contractor shall disclose if they appear on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S. may not: 1) Submit a bid on an agreement to provide any goods or services to a public entity; 2) Submit a bid on an agreement with a public entity for the construction or repair of a public building or public work; 3)Submit bids on leases of real property to a public entity; or 4) Be

awarded or perform work as a consultant under an agreement with any public entity; or transact business with any public entity.

3. **Lobbying** - No funds received pursuant to this Agreement may be expended for lobbying the Federal or State Legislature, the judicial branch, or a federal or state agency. The bidder or offeror certifies by signing and submitting this bid or proposal, 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 Bidder or Offeror, 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 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

4. **Record Retention** – A. The contractor shall maintain and retain sufficient records demonstrating its compliance with the terms of the Agreement for a period of at least five (5) years after final payment is made and shall allow the County, the State, or its authorized representatives access to such records for audit purposes upon request. B. In the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the County, the FEMA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims
5. **Diversity** – All contracting and subcontracting opportunities afforded by this solicitation/contract embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract

will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a Minority Business vendor. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

6. **Applicable Laws** - The contractor shall comply with all applicable federal, state and local rules and regulations in providing services to the Consortium. The contractor acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations and that FEMA financial assistance may be used to fund the contract. As such, the contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
7. **Administrative, Contractual, or Legal Remedies** - Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.
8. **Termination for Cause and for Convenience** - This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (a) Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (b) An opportunity for consultation with the terminating party prior to termination.

This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in I (a) above. If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but no amount shall be allowed for anticipated profit on unperformed services or other work, and any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice. For any termination, the equitable adjustment shall provide for payment to the contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the contractor in performing this contract, whether completed or in process.

9. Patents and Data - No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the contractor. The grantor agency and the grantee shall possess all rights to invention or discovery, as well as rights in data which may arise as a result of the contractor's services.

10. Clean Air Act and Federal Water Pollution Control Act - (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* (2) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* (3) The contractor agrees to report each violation to the Consortium member and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. (4) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

11. Suspension and Debarment (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Department of Emergency Management, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions." (5) The Contractor's debarment and suspension status will be validated by the County at the System for Award Management at www.sam.gov and the State of Florida at: <http://dms.myflorida.com/business/operations/state/purchasing/vendorinformation>.

12. Reporting - The contractor will provide any information required to comply with the grantor agency requirements and regulations pertaining to reporting. It is important that the contractor is aware of the reporting requirements of the County, as the Federal or State granting agency may require the contractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements to the granting agency.

13. Access to Records – (1) The contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.”

Pursuant to Section 20.055(5), F.S., the contractor will cooperate with the State of Florida's Inspector General in any investigation, audit, inspection, review, or hearing.

14. Energy Efficiency Standards - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

15. DHS Seal, Logo, and Flags - “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”

16. No Obligation by Federal Government - The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

17. Program Fraud and False or Fraudulent Statements or Related Acts - The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.”

18. Recovered Materials –

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

19. Discriminatory Vendors List: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

20. Inspector General Cooperation: The Parties agree to comply with Section 20.055(5), Florida Statutes, for the inspector general to have access to any records, data and other information deemed necessary to carry out his or her duties and incorporate into all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

21. Contracting With Small And Minority Businesses, Women's Business Enterprises, And Labor Surplus Area Firms

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

22. Equal Opportunity Clauses

Compliance with Regulations: The contractor shall comply with the Acts and the Regulations relative to Nondiscrimination in federally-assisted programs, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

During the performance of any awarded “federally assisted contracts” the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers’ representative of the contractor’s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor’s noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) the contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a

means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

23. Compliance With Davis-Bacon Act

(1) Contractor. The contractor shall comply with 40 U.S.C. § 3141 – 3144 and 3146 - 3148, as supplemented by Department of Labor regulations 29 C.F.R. pt. 5 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

24. Compliance With Copeland “Anti-Kickback” Act

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

25. Contract Work Hours And Safety Standards Act 40 U.S.C. 3702 And 3704, As Supplemented By Department Of Labor Regulations (29 CFR Part 5)

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

26. Rights To Inventions Made Under A Contract Or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

27. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (As Amended)

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient.