



REQUEST FOR PROPOSAL FOR EMERGENCY PLANNING, DISASTER RECOVERY, AND MITIGATION GRANT PROGRAM SERVICES RFP-EM2023-001

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, FLORIDA

REQUEST FOR PROPOSAL FOR EMERGENCY PLANNING, DISASTER
RECOVERY, AND MITIGATION GRANT PROGRAM SERVICES

RFP NUMBER: RFP-EM2023-001

The Franklin County Board of County Commissioners (County) is seeking qualified consultant firms (Consultant) with expertise in Emergency Planning, Disaster Recovery, and Mitigation Grant Program Services Management.

Response deadline is September 18, 2023, no later than 4:00PM Local Time.

LATE SUBMITTALS RECEIVED AFTER THE AFOREMENTIONED DEADLINE DATE, EITHER BY MAIL OR OTHERWISE, WILL NOT BE CONSIDERED. THE TIME OF RECEIPT WILL BE DETERMINED BY THE TIME RECEIVED IN THE CLERK OF COURTS OFFICE. SUBMITTALS OFFERED ARE THE SOLE RESPONSIBILITY OF THE VENDOR FOR ASSURING THAT SUBMITTALS ARE RECEIVED IN THE CLERK OF COURTS OFFICE BY THE DESIGNATED DATE AND TIME. NO FAXED, ELECTRONIC, OR ORAL SUBMITTALS WILL BE ACCEPTED.

To be considered, Firm must submit one (1) original and (1) one digital copy on a USB drive of the response in a sealed envelope or package, clearly marked with the Firm's name, address, and the words "**EMERGENCY PLANNING, DISASTER RECOVERY, AND MITIGATION GRANT PROGRAM SERVICES**" addressed to and only to:

Franklin County Clerk of Courts
ATTN: Michelle Maxwell
Franklin County Emergency Management
33 Market Street, Suite 203
Apalachicola, FL 32320



SECTION 1 – INTRODUCTION

Franklin County is a County along the Gulf of Mexico in the panhandle of the State of Florida covering 1,026 square miles with a population of approximately 13,000 residents, making it the third-least populous County in Florida. The County seat is Apalachicola. To obtain general information about Franklin County, please access www.franklincountyflorida.com.

1.1 Scope of Services Summary

Franklin County, Florida (herein after referred to as “County”) is requesting proposals from qualified Consultants to enter into a contract for emergency planning, disaster recovery, and mitigation grant programs, meeting the Scope of Services of this Request for Proposal (RFP). The County seeks professional service assistance throughout the life of the projects as required to support the County’s disaster recovery, to expedite financial recovery and mitigation through the Federal Emergency Management Agency’s (FEMA) various grant programs and other federal and state programs, to ensure full compliance with all federal, state, and local laws in order to limit any subsequent audits and reviews, and to minimize impacts from future disasters. The selected consultant will also provide project management services as requested by the County.

The procedures for selection of the consultant will be in accordance with all applicable procurement requirements set forth by the federal government, the State of Florida, the County Procurement Policy, and the procedures set forth in this statement of proposal request. All responses received will be evaluated in accordance with the selection criteria and corresponding point system, which is further explained in this Request for Proposals. Each submittal should include a scope of preliminary services expected to be performed by the Consultant. The contract resulting from this solicitation may be used by any eligible applicant within Franklin County. It is the intent of this request to meet all requirements of the various federal agencies and any contract(s) resulting from this request will include all requirements and contract language required by the agencies involved, the Code of Federal Regulations, State of Florida, and Federal Emergency Management Agency (FEMA) requirements even if the specific language is not included in this request. The complete Request for Proposal information package can be obtained from the Franklin County Emergency Management upon written request.

1.2 Pre-Response Conference

A pre-response conference is not required for this RFP.



1.3 Minimum Bidder Qualifications

- The consultant shall be a full-service firm with a remarkably high degree of professionalism and significant experience with these services.
- Consultant must have comprehensive knowledge of long-term recovery planning including but not limited to preparedness, response, recovery, resiliency, and mitigation grant services.
- Consultant must demonstrate a high degree of experience and expertise with public assistance, disaster recovery, and mitigation consulting and management services and other training and grant development services.
- Consultant must have staff members and/or sub-consultants with significant experience and qualifications in grant management, Federal and State regulatory compliance, and federal and state local permitting processes.
- Consultant must be licensed to do business in the State of Florida.

1.4 Fund Availability

Any Contract resulting from this solicitation is deemed effective only to the extent that funds are available. The County abides by the provisions set forth in Florida Statutes relative to appropriations of funds. The ability of the successful Proposer to maintain a sense of fiscal responsibility and budgetary awareness shall be favorably considered in the ranking and award of a contract. This disclosure is being made to assist all Proposers in the gauging of their desire to participate in this Proposal and in the planning and preparation of their written response. The County reserves the right to negotiate all Proposer fees, costs, charges, for any proposed services or appurtenant requirement.

1.5 Personnel

The work shall be performed and directed by the key personnel identified in the submittal from the awarded firm or individual in response to this RFP. The awarded firm or individual shall not subcontract, assign, or transfer any work under the agreement without the prior written consent of the County. Subconsultants must be identified in the submittal and shall be subject to the approval of the County. Any changes in the identified personnel shall be subject to the prior review and approval of the County. When directed by the County, consultants and subconsultants personnel whose performance or behavior is determined to be unsatisfactory shall be immediately removed. The awarded firm or individual shall provide a sufficient number of qualified personnel as necessary to effectively carry out its responsibilities under the agreement.

SECTION 2 – DETAILED SCOPE OF SERVICES AND REQUIREMENTS TO BE PROVIDED BY THE CONSULTANT

The selected firm will be responsible for services including, but not limited to, the following:



2.1 FEMA Public Assistance Advisory Services

- Provide extensive knowledge related to the FEMA Public Assistance Program and Policy Guide (FEMA PAPPG) including procedures for public assistance, recovery, mitigation, and debris removal.
- Provide expertise to assist the County, from inception through project closeout, to prepare and submit grant packages including documentation, procurement and contract review, payroll validation, and grant submission support.
- Develop processes for obtaining, analyzing, and gathering field documentation including, but not limited to, records related to procured goods and services, timekeeping, and force account labor and equipment. This should include processes for disaster debris monitoring services and damage assessment.
- Provide and gather supporting documentation for grant eligible projects and complete documentation required to receive reimbursement.
- Provide emergency planning, disaster recovery and mitigation planning and program management services required by the County.
- Attend all meetings with FEMA, State, and insurance representatives, as well as regular participation with the County's designated FEMA workgroup.
- Coordinate the scheduling of site visits with FEMA, State, or other agencies to ensure appropriate County personnel are available and prepared for such meetings.
- Identify and communicate risks within our operation that could preclude our ability to optimize reimbursement.
- Provide expertise to assist with Environmental and Historic Preservation (EHP) processes, documentation and approvals required for projects.
- Provide expertise to assist in the preparation of accurate PA emergency and permanent work project estimates including but not limited to recognized cost estimating, developing detailed damage descriptions and dimensions, scope of work, and proper identification of force account labor and equipment.
- Provide expertise to resolve disputes with FEMA, State, or other agencies, including the preparation of appeals or responses to arbitration if necessary.
- Provide expertise to assist the County with all ancillary preparedness, response, recovery, resiliency, and mitigation needs including but not limited to training, policy analysis, grant audit, reporting, and any other needs as requested by the County.

2.2 Financial, Payroll, and Grant Management

- Ensure County disaster recovery and restoration processes comply with laws, regulations, and guidelines to maximize reimbursement for eligible disaster expenditures, optimize mitigation opportunities, and to minimize timing for reimbursement.
- Provide expertise to assist in all disaster recovery and mitigation financial reimbursement and reporting processes from FEMA, the State, or other agencies. Ensure there are no duplications of submission if varying agencies are involved.
- Provide expertise to assist the County through FEMA, the State, or other agency's guidelines to capture force account labor eligible expenses accurately for



timesheets and project cost accounting. Assist in the review of the County's personnel policies to ensure compliance for eligible cost reimbursement.

- Provide expertise to assist the County through FEMA, the State, or other agency's guidelines to ensure the capture of relevant data related to procured goods and services.
- Provide oversight of billing to ensure all costs eligible for disaster grant funding are documented and claimed.
- Perform real-time, simultaneous review and reconciliation of actual project spending to ensure project costs are accurately captured.
- Conduct financial tracking of Program funds and payments.
- Develop and submit quarterly progress reports to the County and State.
- Ensure County documentation is sufficient to respond to Office of Inspector General (OIG) audits and reviews.

2.3 Procurement and Contract Management/Monitoring Support

- Ensure County disaster recovery and restoration procurement processes comply with laws, regulations and guidelines as required by FEMA, the State, or other agencies.
- Provide expertise to assist in the review of the County's purchasing policies to ensure compliance for eligible cost reimbursement.
- Develop processes for ensuring compliance related to contract monitoring and contract closeout as required by FEMA, the State, or other agencies.
- Ensure the County's documentation is sufficient to respond to Office of Inspector General (OIG) audits and reviews.

2.4 Information Technology and Data Management

- Provide expertise to assist County staff in the development of IT solutions that support the management and implementation of disaster recovery programs.
- Provide and gather supporting documentation for grant planning, development, and closeout activities and completing documentation required of the various grant programs.
- Develop processes for the County to properly collect data and document information as necessary to optimize compliance with FEMA, the State, or other agencies.

2.5 Insurance and Other Funding Support

- Review and understand the County's insurance coverage in order to ensure the County's disaster recovery and restoration processes comply with laws, regulations and guidelines as required by FEMA, the State, or other agencies.
- Develop processes for the County in routing eligible expenses correctly including insurance coverage guidelines.
- Provide expertise to assist the County with identifying other disaster recovery funding opportunities including but not limited to Community Development Block Grant Disaster Recovery programs.



- Ensure there are no duplications of funding or submissions if multiple agencies are involved.

2.6 Mitigation Support

- Provide expertise in identifying, developing, and evaluating opportunities for the development of mitigation programs in compliance with Sections 404 and 406 of the Stafford Act to reduce or eliminate risk from future events.
- Provide expertise to assist the County in preparing relevant documentation and analysis related to mitigation grant programs.
- Ensure County mitigation programs comply with laws, regulations and guidelines as required by FEMA, State, or other agencies.

2.7 Emergency Management Support Services

- Provide expertise related to pre- and post-disaster recovery continuity of operations, training, development of teams, monitoring, mitigation opportunities, review and test of plans related to future events.
- The consultant may be responsible for the revision of existing plans, policies, and procedures or the development of new policies, plans or procedures directly or indirectly related to Emergency Management.
- Provide expertise in identifying and developing policies related to ensuring compliance with laws, regulations and guidelines as required by FEMA, the State, or other agencies.
- Assist and facilitate local government staff with the PA, HMGP, CDBG and other grant processes and opportunities as requested by the County.
- Provide progress reviews and reports as required to keep the County informed of project progress.

SECTION 3 – PROPOSAL CONTENT AND FORMAT

In order to achieve a more consistent evaluation of all proposals, proposals shall be submitted in the following format and include the following information:

3.1 Title Page

The title page shall list the subject “RFP NO. RFP-EM2023-001 REQUEST FOR PROPOSAL FOR EMERGENCY PLANNING, DISASTER RECOVERY, AND MITIGATION GRANT PROGRAM SERVICES.” It shall also contain the proposing firm’s full legal name, physical address, mailing address (if different than physical address), telephone number and e-mail address, as well as the name, address, telephone and/or cell phone number, and e-mail address of a contact person.



3.2 Table of Contents

The table of contents shall list all major topics with their corresponding section title or heading and beginning page number.

3.3 Introductory Letter

Include a letter describing your Firm and explaining why your Firm is best suited to meet the services for this RFP.

3.4 Qualifications and Experience

All firms that submit a proposal shall meet, but not be limited to, the following minimum qualifications:

1. Provide a detailed history of the Consultant's firm, qualifications and prior experience that relates to this project including familiarity and years of service to public agencies.
2. Indicate specifically the personnel who will have primary responsibility for the County's contract and their roles. Indicate all key individuals, their tasks and/or areas of expertise, include summary resumes, indicate if personnel are full time employees or contracted employees and provide a project team organizational chart. Firms shall provide detailed biographical information on the individuals who will provide project services, including education, training, and experience.
3. Identify any subconsultants who are to participate in providing services. This must include the respective tasks or disciplines they are to perform and evidence of their qualifications. (If subcontracts are to be let, Consultant will take affirmative steps per 2 CFR 200.321.) Any personnel identified in the proposal shall not be removed or changed without written consent from the County's representative for the project.
4. Provide the number of employees who serve in Florida that would be available to provide services to the County during normal day to day business versus during times of emergency or disaster. Describe the experience and training these employees have regarding FEMA and Florida Highway Administration (FHWA) grant rules and guidelines, State of Florida pass-through grant rules for reimbursement, debris recovery reimbursement, working with FEMA and the State of Florida handling documentation required for receiving reimbursement (i.e. Project Worksheets), in resolving reimbursement issues, and dealing with FEMA and State of Florida appeals and audits.
5. Specialized Expertise of Team Members
 - a. Provide any special expertise your firm has working with FEMA and the State of Florida, including debris reimbursement and monitoring contracts.
 - b. Provide any special expertise your firm has working with Florida Department of Transportation (FDOT) utilizing the Florida Highway Administration (FHWA) program for road reimbursement.



c. Provide specific information on your firm's experience working on disaster recovery reimbursement projects specific to Florida.

6. To demonstrate experience and success in conducting similar work, the proposer shall provide a minimum of four (4) similar contracts that best illustrate the proposed team's qualification for the scope of services indicated in this RFP. This shall include project name, project start and completion date, client name and contact information, project staff involved from the proposed project team as listed on the organization chart (to be included with submittal), and a detailed description of the project and its applicability to evaluation of this RFP.

7. Provide a statement as to whether the proposer has, in the last five years, been a party to a lawsuit of any kind related to, in any manner, the type of services requested in this RFP. If any such litigation exists, provide a statement as to the legal style of the matter, the jurisdiction in which it was filed and the status.

8. State that the business is licensed, permitted, and/or certified to do business in the State of Florida. All required federal, state, and local licenses and permits shall be kept in force during the term(s) of the contract. Copies of all required licenses are to be provided with Consultant's submittal.

9. Include any other pertinent information that may be useful to the County to evaluate the Consultant's submittal.

Firms must meet the minimum qualifications and requirements set forth in Section 1.3 of this request. A very low rating in any of the categories will be sufficient cause for the rejection of the submittal.

3.5 Proposed Technical Approach

1. Provide a description of the firm's general approach to the proposed scope of services to include team organization, staff assignments, schedules, quality assurance and accountability.

2. Describe the firm's response and service if multiple cities and counties were in need.

3. 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 agreement and in what capacity they would serve to this agreement.

4. Describe the amount of time and ability that your firm would be able to devote to the County to research the current process of how our organization is seeking federal



reimbursement and how that process could be streamlined, as well as how we can better prepare before a loss to document a claim.

5. Describe how the firm will provide a website and/or portal with details on the status of projects.

6. Describe how your firm would include public adjusting, including coordinating with the Count, insurance and/or grant reimbursement as deemed necessary.

3.6 Proposed Fee Schedule

The Consultant's proposed fee schedule shall include all costs that the Consultant may anticipate incurring during the performance of this Request for Proposal for Emergency Planning, Disaster Recovery, and Mitigation Grant Program Services. The Proposer shall include job titles and job descriptions with required years of experience for each position included. The hourly rates shall include all applicable travel, overhead, profit or other related costs. Please provide examples where you have recovered all or part of your fees from FEMA.

3.7 Additional Data to Support Proposal

Include completed forms found in Attachment 'D' – County Forms.

Provide a copy of your current certificate of insurance. During the entire period of performance of any contract resulting from this solicitation, the successful Proposer shall procure and maintain the minimum insurance coverage required by the County as stipulated in the insurance requirements stated in Section 4.14. Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the company by the Department of Insurance of the State of Florida to conduct business in the State of Florida, with a minimum A.M. Best rating of VII/A-. Proof of such insurance must be provided to the County prior to beginning contract performance.

SECTION 4 – INSTRUCTIONS TO BIDDERS AND INFORMATION

4.1 Contact Person

Jennifer Daniels, FPEM
Director, Franklin County Emergency Management
28 Airport Road, Apalachicola, FL 32320
jenniferd@franklinCountyflorida.com

If a consultant has doubts as to the true meaning of any part of the solicitation, they may submit a written request by email for clarification through the Contact Person listed above. Verbal requests will not be accepted. The Bidder should reference the



Solicitation Package page number and section heading on all questions and clarification requests.

Questions shall be submitted no later than 12:00 noon local time on August 31, 2023. Questions submitted after that date and time will not be answered. Answers citing the question asked will be distributed as an addendum to this RFP via posting on the County's website.

The failure of the Bidder to request information or make inquiries will not relieve them of any responsibility to perform under the terms of any contract awarded for the work in accordance with subsequent clarifications. Failure to submit requests in writing through proper channels by the specified time shall not be grounds for a protest.

Note: Written requirements in the Request and its amendments are binding, but any oral communications between you and the County are not. Firms directing questions to any other County staff, or any other person, shall be disqualified from submitting.

4.2 Calendar of Events

Listed below are the important actions and dates/times by which the actions must be taken or completed. If the County finds it necessary to change any of these dates/times, it will be accomplished by an Addendum. All listed times are Eastern Standard Time.

August 31,2023	12:00 Noon	Deadline to submit questions to the County.
September 7,2023	12:00 Noon	Addendums including responses to questions.
September 18,2023	4:00 PM	Deadline for submittals
September 19,2023		Public bid opening at County Board Meeting
September 20,2023		Evaluation Meeting, tentative

4.3 RFP Opening

Requests for Proposals are due at the time and date specified in Section 4.2 "Calendar of Events." Responsive submittals of all firms shall be posted with the RFP package under Public Notices on the County's Website. Submittals received late shall be considered non-responsive and will not be evaluated.

4.4 Cost of Preparing RFP

The County shall not compensate any bidder for the preparation of responses to this invitation to bid, including those for oral presentations.

4.5 Disposals of RFP

All RFP's become the property of the County and will be a matter of record.



4.6 Rules for Withdrawal

Submittals may be modified or withdrawn by an appropriate document duly executed (in the manner that an RFP must be executed) and delivered to the place where Request for Proposals are to be submitted at any time prior to the opening of the RFP.

Any submitted Proposal shall remain open and subject to acceptance for a period of 30 days after the date of opening, but the County at its sole discretion may release any submittal.

4.7 Rejection of RFP

The County reserves the right to accept or reject any and all submittals deemed necessary by the County to be in its best interest. The County further reserves the right to waive any and all informalities, and reserves the right to reject all nonconforming, unresponsive, unbalanced, or conditional Submittals. The County reserves the right to reject the Submittal of any Firm if the County believes that it would not be in the best interest of the Project to make an award to that Firm because the submittal is not responsive or responsible, or the Proposer is unqualified or if doubtful financial ability or fails to meet any other pertinent standard or criteria established by the County. The County also reserves the right to enter into contract negotiations with a qualified, responsible, and responsive Firm who submits the best ranked submittal. If the County and the best ranked Firm cannot negotiate a successful contract the County may terminate such negotiations and begin negotiations with the qualified, responsible, and responsive Proposer who submits the next best ranked submittal. No firm shall have any rights against the County arising from such negotiations.

In evaluating Submittals, the County will consider the qualifications of the proposers, whether the Submittals comply with the prescribed requirements, time of completion and other data, as may be requested in the RFP form or prior to the Notice of Award. The County may conduct such investigations as the County deems necessary to assist in the evaluation of any Submittal and to establish the responsibility, qualifications, and financial ability of the Firm.

4.8 Substitutions (If applicable)

The County is seeking proposals that meet all technical and commercial requirements as outlined in this solicitation. The materials, products and equipment described in this solicitation packet establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution. Should any Bidder/Proposer desire to use products or alternatives other than those specified, Bidder/Proposer shall request permission to do so via email to jenniferd@franklincountyflorida.com no later than fifteen (15) days prior to bidding, providing all necessary data. If a Bidder/Proposer is unable to obtain written approval of a proposed substitution prior to the date, Bidder/Proposer shall base their bid on the exact item specified. The permission, if granted, will be communicated by Addendum to all bidders.



4.9 Notices

Any notices to be given under a contract shall be given by United States Mail, addressed to firm or individual at its address stated herein, and to the County at its address stated herein, return receipt requested. Additional notice may also be given by email in which case it shall be deemed that notice was provided on the date said email was received. The party providing notice by email shall confirm that the email was received by the other party.

4.10 Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any County employee. Only those communications from firms, which are signed, and in writing will be recognized by the County as duly authorized expressions on behalf of the firm.

4.11 Public Entity

The firm must sign and complete a Public Entity Crime Sworn Statement as defined under Section 287.133(3) (a), F.S. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a submittal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a consultant, supplier, or subcontractor, 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.

4.12 Drug Free Workplace

The firm must complete the County's Drug Free Workplace Certification form, attached, and made a part of the RFP. According to Franklin County policy, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect price, quality, and service, are received by the state or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certified that it has implemented a drug-free workplace program shall be given preference win the award process. Established procedures for processing tie proposals will be followed if none of the vendors have a drug-free workplace program.

4.13 Protest

Any person or entity whose submittal is rejected, in whole or in part, or who submits a submittal but is not awarded the contract, may protest such decision. Written notice of intent to file a protest must be submitted to the County within twenty-four (24) hours after the Board's declaration of its intention with regard to an award. Written protest



must be submitted to the County within ten (10) calendar days after filing written notice of intent.

Each written protest must be accompanied by a protest bond in the form of a certified check, cashier's check, or money order made payable to the Board of County Commissioners, in an amount not less than five percent (5%) of the lowest responsible proposal received by the County. The condition of the protest bond shall be that, should the protest be determined to be without merit and non-valid, the bond shall be forfeited to the County in its entirety.

4.14 Insurance Requirements

Firm shall purchase and maintain through the contract period workers compensation, comprehensive general liability (occurrence form), comprehensive automobile liability, builder's risk, and other insurance as is appropriate for the project being performed hereunder by firm, its employees, subcontractors, or agents. The amounts and types of workers compensation, comprehensive general liability (occurrence form), and comprehensive automobile liability insurance shall conform to the following minimum requirements:

1. Worker's Compensation Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
 - A. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
 - B. Notice of cancellation and/or Restriction. The endorsed is to provide the County with thirty (30) days' written notice of cancellation and/or restriction.
2. Comprehensive General Liability Coverage must include:
 - A. \$1,000,000 combined limit per occurrence for bodily injury, personal injury, and property damage. If the contract is less than \$100,000, then the general liability insurance requirement is \$300,000.
 - B. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.
 - C. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the County with thirty (30) days' written notice of cancellation and/or restriction.
3. Comprehensive Automobile Liability Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:
 - A. \$300,000 combined single limit per accident for bodily injury and property damage.
 - B. Owned Vehicles.
 - C. Hired and Non-Owned Vehicles
 - D. Employee Non-Ownership.



E. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the County with thirty (30) days' written notice of cancellation and/or restriction.

Certificates of Insurance evidencing the insurance coverage specified in this Article shall be submitted to the County with the executed Contract. The Certificates of Insurance shall be filed with the County before this Contract is deemed approved by the County. The required Certificates of Insurance not only shall name types of policies provided, but also shall refer specifically to the Contract. All the policies of insurance so required of Vendor shall be endorsed to include as additional insured the County, its offices, employees, and agents, except for Worker's Compensation. If the initial insurance policy expires prior to completion of the Project, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of the policy expiration.

The purchase of any of the above-referenced insurance policies shall not release the Vendor or any Surety created by this Contract from any obligation, warranty or guarantee provided in this Contract.

The Insurance Company (is) shall be authorized to conduct business in the State. Any risk of loss of completed work on the Project, or work in progress on the Project, equipment and material stored on or off the Project Site, or in transit, shall be borne by the Firm through the date of final completion for the Project.

4.15 Cone of Silence

The intent of the Cone of Silence is to safeguard the integrity of the County's procurement and protest process by preventing bidders on a County procurement solicitation from influencing the person(s) that will be making the decisions and/or having meaningful input regarding the award of the applicable procurement solicitation. A bidder or interested is prohibited from contacting County employees, the Hearing Master, and/or members of the Board of County Commissioners (including their aides and employees) regarding a procurement solicitation and/or its related protest during the time period the Cone of Silence is in effect. The Cone of Silence timeline is defined as the period between the time the bids/proposals or invitations for bid or the request for proposal, or qualifications or information or request for letters of interest or the invitation to negotiate, as applicable, is posted by the County and the time the Board awards the contract or resulting bid protest is resolved or the solicitation is otherwise cancelled.

4.16 Indemnification

Individual or Firm shall indemnify and save harmless the County, its officers, agent and employees, from all claims, suits or actions at law or equity, damage, losses, and expenses, whether direct or indirect, or consequential, including but not limited to charges of attorneys, and other professionals and costs of both defense and appeal, in a court of law or other tribunal, for any reason whatsoever, including but not limited to



bodily injury, sickness, disease or death of any person, including employees of Individual or Firm or any subcontractor, or injury to or destruction of property, including loss of use, which claims arise out of, are related to, connected with, or caused by (a) Firm or Individual, or any subcontractor or supplier of Individual or Firm, negligent performance or non-performance of the Project. The provisions of this indemnification agreement shall include all accidents, injuries and claims made, whether or not caused in part, by any act or omission of the County, its respective officers, agents, or employees, provided Firm shall not be required to indemnify the County for the County's own negligence.

4.17 Public Access

A request to inspect or copy public records relating to this Contract must be made directly to the County. If the County does not possess the requested records, it shall immediately notify the Consultant of the request, and the Consultant must provide the records to the County or allow the records to be inspected or copied within a reasonable time (§119.0701(3)). If Consultant fails to provide the public records within a reasonable time, Consultant may be subject to penalties under §119.10, F.S.

By submitting a proposal to the County, each Consultant acknowledges and understands that the County is a public agency subject to Chapter 119 Florida Statutes ("Public Records Law") and all responses are deemed a public record and open to public scrutiny. Any proposal document the Consultant submits will be a public record when the County provides notice of an intended decision or 30 days after opening the bids, proposals, or final replies, whichever is earlier. Trade Secrets, certain background financial information, and other items, may constitute exemptions to disclosure under the Public Records law. Consultant expressly understands records associated with this project are public records and shall comply with the requirements of Florida's Public Records law.

In accordance with Section 119.0701, Florida Statutes, the Consultant shall:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records provide the public agency 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 under Florida's Public Records Law or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the consultant does not transfer the records to the public agency; and
4. Upon completion of this contract, transfer, at no cost, to the public agency all public records in possession of the Consultant or keep and maintain public records



required by the public agency to perform the service. If the Consultant transfers all public records to the public agency upon completion of the contract, the consultant shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology system of the public agency.

5. IF CONSULANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONSULANT SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Erin Griffith, Franklin County Grants Manager
33 Market Street, Apalachicola, FL 32320
850-653-9873
erin@franklinCountyflorida.com

4.18 ACKNOWLEDGEMENT

1. Submission of a proposal shall constitute an acknowledgement by the Bidder and certifies that they have thoroughly examined and are familiar with the Request for Proposal. The failure or neglect of the Bidder to examine the RFP shall in no way relieve him/her of any obligations with respect to either his/her proposal or the RFP. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the Request for Proposal.
2. The selected Bidder shall comply with all Federal and State requirements, to include 2 Code of Federal Regulations (CFR) Part 200, Uniform Guidance, listed in Attachment 'B', and any subsequent revisions and updates.
3. All proposals must be signed with the firm's name and by an authorized signer of the firm. Obligations assumed by such signature must be fulfilled.
4. Alternate proposals will not be considered unless they are specifically called for in this solicitation.
5. From the issue date of this solicitation packet until a selection decision is made, no unauthorized contact related to this solicitation will be allowed between a Bidder, their employees, or subcontractors and any elected or appointed officials, County Administrator, or any County staff, with the exception of the contact person listed in Section 4.1. Any unauthorized contact will disqualify the Bidder from further consideration.
6. Any protest shall be in accordance with the County's Procurement Policy.



7. The selected Bidder agrees to provide, within ten (10) calendar days from the notice of award, insurance requirements in accordance with the requirements in the terms and conditions specified in section 1.7. All policies shall be subject to approval by the County and issued by companies authorized by the State of Florida's Department of Insurance to conduct business in the State of Florida.
8. The selected Bidder agrees that it and its subcontractors have a Drug-Free Workplace Program that complies with Florida § 287.087. Refer to required forms.
9. The selected Bidder shall submit only one proposal/bid in response to this solicitation packet and shall have no financial interest in other entities submitted proposals/bid responses for the same solicitation packet.
10. Neither the selected Bidder, nor its affiliates, nor anyone associated with them shall have any potential conflict interest due to any other clients, contracts, business relationships or property interests for this solicitation packet's scope of work.
11. No member of the selected Bidder's ownership, management, or staff shall have a vested interest in any business or other relationship with any of the County's employees, officers, directors, or elected officials that create a conflict of interest or the appearance of a conflict of interest. All Bidders/Proposers must disclose with their Bid/Proposal the name of any Bidder officer, director, or agent, who is also an employee of the County. Further, all Bidders/Proposers must disclose the name of any County employee who owns, directly or indirectly, any interest in the Bidder's/Proposer's firm or any of its branches. The Award hereunder is subject to provisions of State Statutes and County Procurement Policy.
12. No member of the selected Bidder's ownership or management is presently applying for an employee position or actively seeking an appointment with the County.
13. The selected Bidder, or authorized signatory, shall provide written notice to the County in the event that a conflict of interest is identified at any time.

4.19 REQUEST FOR ADDITIONAL INFORMATION

The Consultant shall furnish such additional information as the County may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The County reserves the right to make investigations of the qualifications of the respondent as it deems appropriate, including but not limited to, a background investigation.

4.20 ECONOMY OF PREPARATION

Submittals should be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to fulfill the requirements.

4.21 PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Record Law) and except



as may be provided by other applicable State and Federal Law, all respondents should be aware that the Request for Proposals and the responses are in the public domain. However, the respondents are requested to identify specifically any information contained in their submittals which they consider confidential and which they believe to be exempt from disclosure, citing, specifically the applicable exempting law. All proposals received from respondents in response to this Request for Proposals will become the property of the County and will not be returned to the respondents. In the event of award, all documentation produced as part of the contract will become the exclusive property of the County, unless otherwise specified in the contract.

4.22 STATEMENT OF NO RESPONSE

The County is committed to continuously improving its processes to receive maximum participation from industry/market. The County is requesting that firms and individuals, who do not wish to bid on this RFP, complete the No Response Form (Refer to Attachment 'C') and send to the contact person listed in Section 4.1 briefly explaining their "no response" decision. This will help to improve the solicitation process and any future communications.

4.23 GENERAL INFORMATION

Bidders shall prepare Proposals in accordance with the requirements of these Instructions to Bidders. Not preparing a Proposal, in accordance with such instructions, implies that the Bidder does not intend to comply with all the proposed contract conditions. Such proposals will be considered irregular and may be rejected.

4.24 COMMON TERMS

The County and Consultants (the parties) agree that the following phrases each shall have the meaning provided here and may be used interchangeably:

1. "Bidder(s)," "Supplier(s)," "Consultant(s)" and "Proposer(s)" shall mean the organization, party, person, firm, company, corporation, partnership, joint venture, or other type of entity responding to this solicitation.
2. "Solicitation" shall mean, "Request for Proposal(s)," "RFP," "Request for Qualifications," "RFQ," "Request for Quote", "QUO", "Invitation to Bid", "ITB", "Solicitation Package" or, "Solicitation Packet", to which the Bidder is responding.
3. "Bid(s)," "Proposal(s)," "Submittal(s)" or "Quote(s)" shall mean the documents formally submitted to the County by each of the Bidders responding to this solicitation.

4.25 SUBMITTAL

Bidders shall submit Proposals in accordance with the instructions and schedule included in the solicitation containing these specifications and documents.



4.26 ALTERNATE BIDS

Alternate bids will not be considered unless they are specifically called for in this solicitation.

4.27 WITHDRAWAL

Bidders may withdraw, alter, and resubmit their Proposals at any time prior to the Proposal due date and time. Proposals may not be withdrawn, altered, or resubmitted after the Proposal due date and time. The County may request clarifications and additional information after proposal submission.

4.28 CANCELLATION

Prior to the final execution of a Contract or full Notice to Proceed, the County reserves the right to rescind said award without prior notice to Bidders. In addition, the County may reject all Proposals, reissue the solicitation packet, or re-award the contract.

4.29 GENERAL TERMS AND CONDITIONS

Refer to Attachment 'E.'

4.30 LOCAL CONDITIONS

Each Consultant shall have a thorough knowledge of conditions, factors, and scope of work, which would affect the execution and completion of the requested work.

Bidders shall investigate properly and consider all such factors in the preparation of every Proposal submitted. The County shall not permit claims for financial adjustment based on the lack of prior information or its effect on the cost of the work.

4.31 CONTRACT AND EXECUTION

"Contract" shall mean the solicitation documents as defined and listed herein, Advertisement, instructions to bidders, bid form, bid bond, contract agreement, payment and performance bonds, general and special conditions, and specifications, together with all addenda and supplemental agreements. The selected Bidder shall execute the necessary contractual forms and return the executed forms within ten (10) business days of receipt of forms for execution.

4.32 AWARD

The County will present the selected firm to the Board of County Commissioners for approval or rejection of all or some categories of submittals within ninety (90) calendar days from the date of opening of submittals.

4.33 TAXES, PERMITS, AND LICENSES

The Bidder's attention is directed to the General Terms and Conditions (Refer to Attachment 'E') and the Florida Statutes regarding taxes, permits, and licenses. It shall



be the Bidder's responsibility to determine the applicable taxes, permits, and licenses. If the Bidder has doubt as to whether or not a tax, permit, or license is applicable, they shall state in their proposal whether this item has been included in their proposal price and the amount of the applicable tax, permit, or license in question.

4.34 ERRORS AND OMISSIONS

Bidders or their authorized representatives are expected to be fully informed as to their conditions, requirements, and specifications before submitting proposals; failure to do so will be at the Bidder's own risk. In case of error of extension of prices in the proposal, the unit price shall govern.

4.35 LOCAL VENDOR PREFERENCE (NOT APPLICABLE)

4.36 MINORITY/WOMEN BUSINESS ENTERPRISES (M/WBE)

The County encourages the full and equitable participation of Minority and Women Business Enterprises (M/WBE) in the procurement of services.

As part of the Proposal, please indicate the percentage of bid amount to be subcontracted with M/WBE subcontractors during the activities outlined in this RFP. Describe the Bidder's plan for utilizing small business, minority, and/or disadvantaged entrepreneurs, and local participation in pre-qualifying vendors and subcontractors, if such a plan exists.

4.37 COMPLIANCE FORMS (REFER TO ATTACHMENT 'F')

1. RESPONDENT'S CERTIFICATION

Each bidder shall submit copies of an executed and notarized Respondent's Certification.

2. PUBLIC ENTITY CRIMES

Each bidder shall submit copies of an executed and notarized Sworn Statement under Section 287.133(3)(a) and 287.135, Florida Statutes, on Public Entity Crimes and Scrutinized Companies.

3. AMERICANS WITH DISABILITIES ACT (ADA) DISABILITY NONDISCRIMINATION STATEMENT

Each bidder shall submit copies of an executed and notarized Americans with Disabilities Act (ADA) Disability Nondiscrimination Statement.

4. BUSINESS ENTITY AFFIDAVIT (Vendor/BIDDER DISCLOSURE)

Each bidder shall submit copies of an executed and notarized Business Entity Affidavit (Vendor/Bidder Disclosure).



5. DRUG-FREE WORKPLACE COMPLIANCE FORM

Each bidder shall submit copies of an executed and notarized Drug-Free Workplace Compliance Form under 287.087, Florida Statutes.

6. NO LOBBYING AFFIDAVIT

Each bidder shall submit copies of an executed and notarized No Lobbying Affidavit.

7. VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Each bidder shall submit copies of an executed and notarized Vendor Certification Regarding Scrutinized Companies Lists under 287.135, Florida Statutes.

8. CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

Each bidder shall submit copies of an executed and notarized Certification for Contracts, Grants, Loans, and Cooperative Agreements under 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

9. E-VERIFY COMPLIANCE FORM

Each bidder shall submit copies of an executed and notarized E-Verify Compliance Form.

SECTION 5 – EVALUATIONS

5.1 Evaluation Criteria and Selection Process

Evaluation and ranking of all submittals will be made by a review team formed by the County. Firms submitting qualifications/proposal and sub-consultants of these firms are prohibited by law from and are directed not to contact the Commissioners and staff regarding the qualifications/proposals. All questions should be directed to the Contact Person as stated in Section 4.1.

Qualifications of Firm: 0-25 Points

The qualifications, experience and past performance of the respondent will be judged against the scope of services. The same criteria will be applied to proposed subcontractors which the respondent intends to employ. This includes the ability of the Firm to follow directions in submitting the response to this request.



Proposed Staff Qualifications and Experience: 0-25 Points

The evaluation team will review the resumes of the respondent's proposed staff to determine the level and type of qualifications and experience as it relates to the scope of services. The same criteria will be applied to the personnel of proposed subcontractors which the respondent intends to employ.

The information on staff qualifications should include education, training, technical and project experience, names, and points of contact of prior employers and dates of employment, relevant and related experience, job descriptions on current and prior projects and any applicable certifications. Resumes should include a list of knowledge, skills and abilities of the individual which qualify that individual for the assigned position that individual will hold.

Project Approach: 0-30 Points

Each proposal will be evaluated on the respondent's project approach. The respondent should submit a project plan which will allow the evaluation team to determine how the respondent will best meet the needs of the County.

Project Costs: 0-10 Points

Each proposal will be evaluated on the respondent's project cost. The respondent should submit a proposal with a fee schedule using the form Attachment 'G' allowing the County to evaluate the estimated cost of the project. Print the completed fee schedule page and add to your Proposed Fee Schedule section of your response. Excel files submitted will be considered non-responsive and will not be considered for evaluation.

References: 0-10 Points

List the names, addresses, and phone numbers of at least four (4) references for whom the Project Manager's Team has provided similar services. Provide a list of services that these references have utilized.

The evaluation factors used for scoring and determining rankings are listed above. Interviews of proposers will only be conducted if the Evaluation Committee is unable to make a determination after evaluation of the proposals. The County reserves the right to forego the interview process if the Evaluation Committee feels that adequate rankings have been provided by the initial review and evaluation of proposals.

Each Bidder acknowledges that the County shall evaluate all Proposals and may initiate clarification discussions or seek additional information from all or some of the Bidders to fully understand any unclear elements of their proposals.



The County reserves the right to consider historical information and facts, whether gained from the Bidder's Proposal, pre-proposal conference, references, and/or other sources during evaluation process. The County may conduct such investigations to assist with the evaluation of any Proposal. The investigation also serves to establish the Bidders,' subcontractors,' and other related entities' responsibility, qualifications, and financial ability to fulfill the Proposal requirements to the County's satisfaction, within the prescribed time.

The Bidder is solely responsible for submitting information related to the evaluation categories. The County is under no obligation to solicit such information. The failure of the Bidder to submit information may adversely affect the Proposal's evaluation.

SECTION 6 – CONTRACT TERMS

6.1 Term of Contract

Term of this Contract shall be for three (3) years beginning on the date of its complete execution with the option to renew for two (2) additional terms of one (1) year each at the sole discretion of the County, unless earlier terminated by the Board of County Commissioners.

6.2 Contract Provisions

A. The Consultant should be able to meet all of the County's needs including, but not limited to, the following:

- Provide disaster management and monitoring services for current and/or future disasters.
- Prepare Project Worksheets and Detailed damage Inspection Reports as required or needed.
- Prepare Project Worksheet Closeout packages.
- Provide any and all emergency planning, training, disaster recovery, and mitigation planning, and program management services required by the County.
- Work with homeowners and local government staff to prepare timely HMGP grant applications.
- Conduct public and individual meetings to assist homeowners with the program requirements.
- Coordinate with State and Federal Agencies.
- Comply with all grant program mandates and documentation requirements.
- Review architectural plans, soil tests, foundation designs, construction details, elevations certificates and other specifications for elevation projects.
- Conduct pre-construction planning for compliance with building codes and coordinate with the planning department for any specialized design issues.
- Make project eligibility determinations.
- Interview contractors and sub-contractors for qualifications, experience, references, insurance, and financial stability.



- Develop construction packages for contractor bidding.
- Conduct contract closings between homeowners, contractors, and the County.
- Conduct financial tracking of Program funds and homeowner payments.
- Inspect construction for compliance with program requirements and to approve milestone payment requests from contractors.
- Coordinate change orders requested by homeowner.
- Conduct final inspections, make adjustments, (if required) and provide final elevation certificates to homeowners and the County.
- Develop and submit quarterly progress reports to the County and State.
- Provide Progress Reviews as required to keep the County informed on project progress.
- Assist and facilitate local government staff with the PA, HMGP, CDBG and EDA processes.
- Serve as Project Manager for elevations, acquisitions, pilot reconstruction critical facility retrofitting, safe room and emergency shelter retrofitting or constructing, and drainage projects. Project management services cover all tasks from the application process through closeout of projects as required by grant guidelines.
- The Consultant will be responsible for reviewing and ensuring that all documents are accurate and correct and will be liable for the errors and or omissions. All contracts and bids will be issued and entered into by the County. The Board of County Commissioners will appoint a responsible individual to serve as the County Representative and all services provided under this contract will be coordinated with the County's representative for this project.

B. Payments associated with this contract will be in accordance with Task Orders issued by the Purchaser. Task Orders will be in accordance with individual grants received by the Purchaser or in accordance with tasks desired by the Purchaser in support of disaster preparedness, response, recovery, resiliency, and mitigation activities. No payments are intended or implied outside of specifically negotiated Task Orders. This contract has an open-ended period of performance. The Consultant will be responsible to prepare and submit all necessary closeout paperwork to Federal and State Agencies as required, including all supporting documentation and to ensure that all billing to Federal and State Agencies are complete and accurate for the life of projects.

SECTION 7 – ATTACHMENTS

- Attachment 'A': Reserved for future use.
- Attachment 'B': Federal Requirements (when applicable)
- Attachment 'C': No Response Form
- Attachment 'D': County Forms
- Attachment 'E': General Terms and Conditions
- Attachment 'F': Compliance Forms
- Attachment 'G': Fee Schedule Template



REQUEST FOR PROPOSAL FOR EMERGENCY PLANNING, DISASTER RECOVERY, AND MITIGATION GRANT PROGRAM SERVICES RFP-EM2023-001