

Request for Qualifications  
Emergency Management Contractual Services  
Issued for Gulf County Emergency Management

## **GENERAL CONDITIONS**

### **PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

**1.01 DELIVERY:** Time will be of the essence for any orders placed as a result of this RFQ. Gulf County reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the County.

**1.02 PAYMENT TERMS:** Payment terms, unless otherwise stated in this RFQ, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last.

### **PART II AWARD PROCEDURES:**

**2.01 SUBMISSION AND RECEIPT OF QUALIFICATIONS:** To receive consideration, qualifications must be received prior to the RFQ opening date and time.

**2.02 PUBLIC RECORDS:** Florida law provides that county records shall at all times be open for personal inspection by any person. Section 119.01 F.S., the Public Records Law. Information and materials received by County in connection with an RFQ response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after RFQ opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the County will treat all materials received as public records.

**2.03 RESERVATIONS FOR AWARD AND REJECTION OF RFQs:** The County reserves the right to accept or reject any or all RFQs, part of RFQs, and to waive minor irregularities or variations to specifications contained in RFQs, and minor irregularities in the bidding process. The County also reserves the right to award the contract on a split order basis; lump sum basis, individual item basis, or such combination as shall best serve the interest of the County. The County reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the RFQ and whose qualifications are considered to best serve the County's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and

efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the RFQ.

### **PART III INSURANCE**

**3.01 INSURANCE:** If the Contractor is required to go on to County property to perform work or services as a result of RFQ award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by County or specified in Special Conditions. The Contractor shall provide to the Purchasing Division original certificates of coverage and receive notification of approval of those certificates by the County's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the County's Risk Manager. The certificates must list the County as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the County, if circumstances change or adequate protection of the County is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

### **PART IV CONTRACT TERMS:**

**4.01 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personnel services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the County. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this RFQ and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

**4.02 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless Gulf County and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

**4.03 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the County may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the County by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the County, become the County's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the County. The Contractor, however, shall not be relieved of liability to the County for damages sustained by the County by reason of any breach of the Agreement by the Contractor, and the County may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the County from the Contractor can be determined.

**4.04 TERMINATION FOR CONVENIENCE:** The County reserves the right, in its best interest as determined by the County, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

**4.05 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the County for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**4.06 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the County's Internal Auditor. The Contractor agrees to make available to the County's Internal Auditor, during normal business hours, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.

**4.07 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

**4.08 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.

**4.09 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the County.

**4.10 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the County and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the County. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the RFQ prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

**4.11 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this RFQ without the prior written consent of the County. Any award issued pursuant to this RFQ, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the County Emergency Manager or selected designee.

**4.12 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Gulf County, Florida.

## **PART I - INTRODUCTION/INFORMATION**

**01. PURPOSE** Gulf County is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide Emergency Management Contractual Services for Gulf County Emergency Management, in accordance with the terms, conditions, and specifications contained in this Request for Qualifications (RFQ). The Contract Period will be for two (2) years with option to renew for additional twelve (12) month period, pending mutual agreement and County approval.

**02. INFORMATION OR CLARIFICATION** For information concerning procedures for responding to this RFQ, contact Gulf County Emergency Management, 850-229-9110 and such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will be transmitted by written addendum. Proposers please note: No part of your proposal can be submitted via FAX. The entire proposal must be submitted in accordance with the Instructions contained in this RFQ.

### **03. ELIGIBILITY**

03.1 To be eligible to respond to this RFQ the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services similar to those specified in the Scope of Services section of this RFQ.

03.2 Proposer must include as a part of the RFQ submittal sufficient documentation, client references, and qualifications to support their ability and experience to perform the services contained in the RFQ.

### **04. INTERPRETATION OF QUALIFICATION DOCUMENTS:**

Only the interpretation or correction so given by the Emergency Manager or his designee, in writing, shall be binding and prospective proposers are advised that no other source is authorized to give information concerning, or to explain or interpret, the RFQ documents.

## **05. RESERVATION FOR REJECTIONS AND AWARD**

Gulf County reserves the right to accept or reject any or all proposals or parts of proposals, to waive irregularities and technicalities, and to request re-proposals. The County also reserves the right to award the contract on such items the County deems will best serve the interest of the County.

## **PART III - SPECIAL CONDITIONS**

### **01. RFQ DOCUMENTS**

The Contractor shall examine this RFQ carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

### **02. PROPOSERS' COSTS**

The County shall not be liable for any costs incurred by proposers in responding to this RFQ.

### **03. FAMILIARITY WITH LAWS**

All proposers are required to comply with all Federal, State and Local Laws, codes, rules and regulations that govern and control the actions and operations of this proposal.

### **04. PUBLIC ENTITY CRIMES**

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, supplier, 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, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

### **05. RELATED EXPENSES**

All related expenses chargeable to the County, such as supplies, printing, binders, etc. shall be passed through at Contractor's cost. Related expenses shall not include any postage, telephone toll charges, or other charges incurred in the normal course of business.

### **06. NO EXCLUSIVE CONTRACT / ADDITIONAL SERVICES**

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the County may, at any time, secure similar or identical services at its sole option. The County may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the County prices on such additional items or services based upon a formula or method that is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the County, and the situation cannot be resolved to the satisfaction of the County, the County reserves the right

to procure those items or services from other vendors, or to cancel the contract upon giving the contractor thirty (30) days written notice.

## **07. CHANGES IN SCOPE OF SERVICES**

Any change in the Scope of Services must be accomplished by a written amendment, executed by the parties in triplicate.

## **PART III- TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES SCOPE OF WORK**

The Scope of Work may include, but is not limited to the following items:

- »- Contractor shall provide Emergency Management Contractual Services
- »- Contractor shall provide on-site technical assistance
- »- Contractor shall conduct meetings on behalf of the county with State Officials
- »- Contractor shall seek additional funding and resources to benefit the County's Emergency Management programs
- »- Contractor shall serve as needed on behalf of the Director
- »- Contractor shall conduct planning, training and exercise initiatives and any other activities deemed by the Emergency Management Director
- »- Contractor shall provide expert advice on public procurement regulations and requirements related to Emergency Management Contractual Services
- »- Contractor shall identify, develop, coordinate, manage and close out grant opportunities and grant funded financial agreements
- »- Contractor shall perform Mitigation activities
- »- Contractor shall perform outreach and public education and information initiatives including coordination of community events and forums utilizing on-line project management databases
- »- Contractor shall perform intergovernmental services and provide technical assistance and advice on intergovernmental policies and issues
- »- Contractor shall perform policy analysis and development
- »- Contractor shall coordinate activities of appointed and volunteer councils, Committees and groups
- »- Contractor shall obtain resources for recovery efforts after a disaster
- »- Contractor shall coordinate and/or provide any pre or post disaster Recovery activities if deemed appropriate by the Emergency Management Director

## **PART IV- REQUIREMENTS OF THE PROPOSAL**

### **ELIGIBILITY**

To be eligible to respond to this RFQ, the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services, similar to those specified in the Scope of Services section of this RFQ, are familiar with all

Gulf County Emergency Management Department operations and have offices within 100 miles of Gulf County, Fl.

### **SUBMITTAL REQUIREMENTS**

**Five (5) complete sets** of the proposal for Emergency Management Contractual Services are required to be submitted on or before at 4:30PM EST 8/23/2013 to:

Rebecca Norris, Clerk of Court  
1000 Cecil G. Costin Sr. Blvd  
Port St. Joe, Fl 32456

One (1) set is to be clearly marked '**ORIGINAL**' and is to become the official file copy. All copies are to be placed in a sealed envelope clearly marked "**Bid #1213-17 Emergency Management Contractual Services RFQ**".

All proposals must be submitted as specified on the proposal pages. To be considered, the proposal must respond to all parts of the RFQ. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal.

All proposals must be submitted in a sealed package with the following written on the outside of the package: "RFQ – Emergency Management Contractual Services", due date, and RFQ title clearly marked on the outside.

The proposal shall be signed by a representative who is authorized to contractually bind the Contractor.

**Submittals:** (To be indexed and submitted in the order listed)

**A. Letter of Interest / Cover Letter** Along with **PROPOSAL SIGNATURE PAGE**

**B. Understanding of the County's needs.** Provide a narrative related to your understanding of the County's needs, requirements and objectives as it relates to this proposed contract and your overall approach to those needs. This shall include previous work completed within the County and familiarity with the departments and personnel.

**C. Qualifications/Experience & Company Profile** - Provide a detailed technical narrative demonstrating your firm's knowledge and experience of the procedures inherent in the scope of work as indicated.

**D. References-** A list of current and former major accounts along with contact person's name and phone number(s). This list should include accounts that represent company's experience with counties/entities of similar size and exposures as Gulf County.

**PART V- QUALIFICATIONS PROPOSAL**

**PROPOSAL SIGNATURE PAGE**

TO: **Gulf County**

The below signed hereby agrees to furnish the following article(s) or services at the terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the RFQ. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the County and such acceptance covers all terms, conditions, and specifications of this proposal. I certify that I have not divulged to, discussed with, or compared this proposal with any other Proposer(s) and have not colluded with any other Proposer(s) or parties to this proposal. I further certify that I am authorized to contractually bind the proposing firm.

**Proposal submitted by:**

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

Firm/Corporation: \_\_\_\_\_

Address: \_\_\_\_\_

County \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone No. (\_\_\_\_\_) \_\_\_\_\_ Fax No. (\_\_\_\_\_) \_\_\_\_\_

E-mail address: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**PROPOSERS PLEASE INSURE THAT YOU HAVE SIGNED THIS SIGNATURE PAGE OF THE PROPOSAL. OMISSION OF A SIGNATURE ON THIS PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL.**