

RFO No.  
18-R068513MS  
PUBLIC ASSISTANCE & DIASASTER  
RECOVERY MANAGEMENT SERVICES  
(990-60)  
March 13, 2018

Manatee County BCC  
Procurement Division  
1112 Manatee Avenue West Ste 803  
Bradenton, FL 34205  
[purchasing@mymanatee.org](mailto:purchasing@mymanatee.org)



**NOTICE TO OFFERORS  
NO. 18-R068513MS  
PUBLIC ASSISTANCE AND DISASTER RECOVERY MANAGEMENT SERVICES**

Manatee County, a political subdivision of the State of Florida (hereinafter referred to as County) will receive offers from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida (Offerors), to provide Public Assistance and Disaster Recovery Management Services, as specified in this Request for Offers.

**DATE, TIME AND PLACE DUE:**

The Due Date and Time for submission of Offers in response to this RFO is **April 9, 2018 at 3:00 P.M. ET.** Offers must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 prior to the Due Date and Time.

**SOLICITATION INFORMATION CONFERENCE:**

There is no Information Conference scheduled for this Request for Offers.

**QUESTIONS AND CLARIFICATION REQUESTS:**

Submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this Request for Offer to the Manatee County Procurement Division is March 27, 2018. Questions and inquiries should be submitted via email to [purchasing@mymanatee.org](mailto:purchasing@mymanatee.org) or to the Designated Procurement Contact shown below.

**Important: A prohibition of lobbying is in place. Review Section A.09 carefully to avoid violation and possible sanctions.**

**DESIGNATED PROCUREMENT CONTACT:** Monica Sell, Contracts Negotiator  
(941) 749-3042, Fax (941) 749-3034  
Email: [monica.sell@mymanatee.org](mailto:monica.sell@mymanatee.org)  
Manatee County Financial Management Department  
Procurement Division

AUTHORIZED FOR RELEASE: 

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**SECTION A**  
**INSTRUCTIONS TO OFFERORS**

To receive consideration, Offerors must meet the minimum qualification requirements and comply with the instructions contained in this Request for Offerors (RFO). Offers will be accepted from a single business entity, joint venture, partnership or corporation.

**A.01 OFFER DUE DATE**

The Due Date and Time for submission of Offers in response to this Request for Offers (RFO) is **April 9, 2018 at 3:00 P.M. ET**. Offers must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 prior to the Due Date and Time.

Offer(s) received after the Due Date and Time will not be considered. It will be the sole responsibility of the Offeror to deliver its Offer to the Manatee County Procurement Division for receipt on or before the Due Date and Time. If an Offer is sent by U.S. Mail, courier or other delivery services, the Offeror will be responsible for its timely delivery to the Procurement Division. Offers delayed in delivery will not be considered, will not be opened at the public opening, and arrangements will be made for their return at the Offeror's request and expense.

**A.02 SUBMISSION OF OFFERS**

The contents of the Offer sealed package must include:

- One (1) bound original clearly identifying Offeror and marked "ORIGINAL".
- One (1) bound copy clearly identifying Offeror and marked "COPY" with all required information and identical to the original.
- One (1) electronic format copy clearly identifying Offeror.

Electronic format copy should be submitted on separate Universal Serial Bus (USB) portable flash memory drives or compact disc (CD) in MicroSoft Office® or Adobe Acrobat® portable document format (PDF) in one continuous file. Do not password protect or otherwise encrypt electronic Offer copies. Electronic copies must contain an identical Offer to the original.

Submit the Offer package in a sealed container with the following information clearly marked on the outside of the package: RFO No. 18-R068513MS , Public Assistance and Disaster Recovery Management Services, Offeror's name, and Offeror's address. Offers must be received by the Manatee County Procurement Division at the following address:

Manatee County  
Procurement Division  
1112 Manatee Avenue West, Suite 803  
Bradenton, FL 34205

**A.03 ORGANIZATION OF OFFERS**

Offers must be organized and arranged with tabs in the same order as listed in the subsections within Section C identifying the response to each specific item.

Offers must clearly indicate the legal name, address and telephone number of the Offeror. Offers must be signed by an individual authorized to make representations for the Offeror.

**A.04 ADDENDA**

Any interpretations, corrections or changes to this RFO will be made by addenda. Addenda will be posted on the Procurement Division’s web page of the County website at <http://www.mymanatee.org/purchasing> > *Bids and Offers*. For those solicitations that are advertised on DemandStar, addenda will also be posted on the DemandStar distribution system on the ‘Planholders’ link.

All addenda are a part of the RFO and each Offeror will be bound by such addenda. It is the responsibility of each Offeror to read and comprehend all addenda issued. Failure of any Offeror to acknowledge an issued addendum in its Offer will not relieve the Offeror from any obligation contained therein.

Manatee County will not be responsible for oral interpretations given by other sources including County staff, representative, or others. The issuance of a written addendum by the Procurement Division is the only official method whereby interpretation, clarification or additional information will be given.

**A.05 OFFEROR EXPENSES**

All costs incurred by Offeror in responding to this RFO and to participate in any interviews/presentations/demonstrations, including travel, will be the sole responsibility of the Offeror.

**A.06 FALSE OR MISLEADING STATEMENTS**

Offers which contain false or misleading statements or which provide references which do not support an attribute or condition claimed by the Offeror, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the Offer, and the attribute, condition or capability is a requirement of this RFO. Such Offeror will be disqualified from consideration for this RFO and may be disqualified from submitting a response on future solicitation opportunities with the County.

**A.07 WITHDRAWAL OR REVISION OF OFFERS**

Offerors may withdraw Offers under the following circumstances:

- a. If Offeror discovers a mistake(s) prior to the Due Date and Time. Offeror may withdraw its Offer by submitting a written notice to the Procurement Division. The notice must be received in the Procurement Division prior to the Due Date and Time for receiving Offers. A copy of the request shall be retained and the unopened Offer returned to the Offeror; or
- b. After the Offers are opened but before a contract is signed, Offeror alleges a material mistake of fact if:
  - 1. The mistake is clearly evident in the solicitation document; or
  - 2. Offeror submits evidence which clearly and convincingly demonstrates that a mistake was made in the Offer. Request to withdraw an Offer must be in writing and approved by the Procurement Official.

**A.08 JOINT VENTURES**

Offerors intending to submit an Offer as a joint venture with another entity are required to have filed proper documents with the Florida Department of Business and Professional Regulation and all other State or local licensing agencies as required by Florida Statute Section 489.119, prior to the Due Date and Time.

**A.09 LOBBYING**

After the issuance of any solicitation or during renegotiations, prospective Offerors, or their agents, representatives or persons acting on behalf of such Offeror, shall not contact, communicate with or discuss any matter relating in any way to the solicitation with any officer, agent or employee of Manatee County other than the Procurement Official or designee. This prohibition includes copying such persons on written communication, including email correspondence. This requirement begins at the time of advertisement of the RFO and ends upon final execution of the contract or at the time the solicitation is cancelled or the renegotiation efforts are terminated. The prohibition does not apply to presentations made to the evaluation committee or at a County Commission meeting where the Commission is considering approval of a proposed contract. Violators of this prohibition will be subject to sanctions as provided in the Manatee County Code of Ordinances Section 2-26-31 and 2-26-32. Sanctions may include (a) written warning; (b) termination of contracts; and (c) debarment or suspension.

**A.10 EXAMINATION OF OFFERS**

The examination and evaluation of the Offers submitted in response to this solicitation generally requires a period of not less than ninety (90) calendar days. Therefore, Offers submitted in response to this RFO must be valid for ninety (90) calendar days after the Due Date.

**A.11 ERRORS OR OMISSIONS**

Once an Offer is opened, the County will not accept any request by Offeror to correct errors or omissions in the Offer other than as identified in paragraph A.07.

**A.12 DETERMINATION OF RESPONSIBLENESS AND RESPONSIVENESS**

The County will conduct a due diligence review of all Offers received to determine if the Offeror is responsible and responsive.

To be responsive an Offeror must submit an Offer that conforms in all material respects to the requirements of this RFO and contains all the information, fully completed attachments and forms, and other documentation required. Offers that are deemed non-responsive will not be considered or evaluated.

To be responsible, an Offeror must meet the minimum qualification requirements and have the capability to perform the Scope of Services contained in this RFO. Offers submitted by Offerors that are deemed non-responsible will not be considered or evaluated.

**A.13 RESERVED RIGHTS**

The County reserves the right to accept or reject any and all Offers, to waive irregularities and technicalities, to request additional information and documentation, and to cancel this solicitation at any time prior to execution of the contract. In the event only one Offer is received, the County reserves the right to negotiate with the Offeror. The County reserves the right to

award the contract to a responsive and responsible Offeror which in its sole determination is the best value and in the best interests of the County.

The County reserves the right to conduct an investigation as it deems necessary to determine the ability of any Offeror to perform the work or service requested. Upon request by the County, Offeror shall provide all such information to the County. Additional information may include, but will not be limited to, current financial statements prepared in accordance with generally accepted accounting practices and certified by an independent CPA or official of Offeror; verification of availability of equipment and personnel; and past performance records.

**A.14 APPLICABLE LAWS**

Offeror must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting contract. This solicitation process will be conducted in accordance with Manatee County Code of Ordinances, Chapter 2-26.

**A.15 TAXES**

Manatee County is exempt from Federal Excise and State Sales Taxes. (F.E.T. Cert. No. 59-78-0089K; Florida Sales Tax Exempt Cert. No. 85-801262206C-6). Therefore, the Offeror is prohibited from delineating a separate line item in its Offer for any sales or service taxes.

The Successful Offeror will be responsible for the payment of taxes of any kind, including but not limited to sales, consumer, use, and other similar taxes payable on account of the work performed and/or materials furnished under the award in accordance with all applicable laws and regulations.

**A.16 SCRUTINIZED COMPANIES**

Pursuant to Florida Statute Section 287.135, as of July 1, 2012, a company that, at the time of submitting a response for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute Section 215.473, is ineligible for, and may not submit a response for or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

**A.17 COLLUSION**

Offeror certifies that its Offer is made without prior understanding, agreement, or connection with any other corporation, firm or person submitting an Offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

Any such violation may result in contract cancellation, return of materials or discontinuation of services and the possible removal of Offeror from participation in future County solicitations for a specified period.

The County reserves the right to disqualify an Offeror during any phase of the solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud on the part of the Offeror.

**A.18 CODE OF ETHICS**

With respect to this Offer, if any Offeror violates, directly or indirectly, the ethics provisions of the Manatee County Procurement Code and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part II, Code of Ethics for Public Officers and Employees, such Offeror will be disqualified from eligibility to perform the work described in this RFO, and may also be disqualified from submitting any future bids or Offers to supply goods or services to Manatee County.

**A.19 PUBLIC ENTITY CRIMES**

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit an Offer on a contract to provide any goods or services to a public entity, may not submit an Offer on a contract with a public entity for the construction or repair of a public building or public work, may not submit Offers on leases or 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 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

In addition, Manatee County Code of Laws Chapter 2-26 Article V prohibits the award of County contracts to any person or entity who/which has, within the past 5 years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the Procurement Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a reasonable manner.

To ensure compliance with the foregoing, Manatee County Code of Laws requires all persons or entities desiring to contract with Manatee County to execute and file with the Procurement Official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity, and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with Manatee County. Offeror must complete Attachment C and submit with its Offer.

**A.20 AMERICANS WITH DISABILITIES**

Manatee County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of County's functions including one's access to participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for an information conference or Offer opening should contact the person named on the cover page of this document at least twenty-four (24) hours in advance of either activity.

**A.21 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with Title VI of the Civil Rights Act of 1964, Title 15, Part 8 of the Code of Federal Regulations and the Civil Rights Act of 1992, Manatee County hereby notifies all Offerors that it will affirmatively ensure minority business enterprises are afforded full opportunity to participate in response to this Request For Offer and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status in consideration of award.



**A.22 MINORITY AND/OR DISADVANTAGED BUSINESS ENTERPRISE**

The State of Florida Office of Supplier Diversity provides the certification process and maintains the database of certified MBE/DBE firms. Additional information may be obtained at <http://www.osd.dms.state.fl.us/iframe.htm> or by calling (850) 487-0915.

**A.23 DISCLOSURE**

Upon receipt, all inquiries and responses to inquiries related to this Request for Offer become “Public Records”, and shall be subject to public disclosure consistent with Florida Statute, Chapter 119.

Offers become subject to disclosure thirty (30) days after the opening or if a notice of intent to award decision is made earlier than this time as provided by Florida Statutes § 119.071(1)(b). No announcement or review of the Offers shall be conducted at the public opening.

If County rejects all Offers and concurrently notices its intent to reissue the solicitation, the rejected Offers are exempt from public disclosure until such time the County provides notice of an intended decision concerning the reissued solicitation or until County withdraws the reissued solicitation. An Offer is not exempt for longer than twelve (12) months after the initial notice of rejection of all Offers.

Pursuant to Florida Statute 119.0701, to the extent Successful Offeror is performing services on behalf of County, Successful Offeror must:

- a. Keep and maintain public records required by public agency to perform the service. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Manatee County public record policies. Offeror agrees, prior to providing goods/services, it will implement policies and procedures, which are subject to approval by County, to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies including but not limited to Section 119.0701, Florida Statutes.
- b. 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 in Florida Statutes, Chapter 119, 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 Successful Offeror does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of contractor or keep and maintain public records required by the public agency to perform the service. If the Successful Offeror transfers all public records to County upon completion of the contract, the Successful Offeror shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Successful Offeror keeps and maintains public records upon completion of the contract, the Successful Offeror shall meet all applicable requirements for retaining

public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

**IF THE SUCCESSFUL OFFEROR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO ANY RESULTING CONTRACT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT: (941) 742-5845, DEBBIE.SCACCIANOCE@MYMANATEE.ORG, ATTN: RECORDS MANAGER, 1112 MANATEE AVENUE WEST, BRADENTON, FL 34205.**

#### **A.24 TRADE SECRETS**

Manatee County is subject to Chapter 119, Florida Statutes. Therefore, all documents, materials, and data submitted as part of an Offer in response to a Request for Offer are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes.

Except for materials that are 'trade secrets' as defined by Chapter 812, Florida Statutes, ownership of all documents, materials and data submitted as part of an Offer in response to the Request for Offer shall belong exclusively to County.

To the extent that Offeror desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be segregated from the portions of the Offer that are not declared as trade secret. In addition, Offeror shall cite, for each trade secret claimed, the Florida Statute number which supports the designation. Further, Offeror shall offer a brief written explanation as to why the cited Statute is applicable to the information claimed as trade secret. Additionally, Offeror shall provide a hard copy of its Offer that redacts all information designated as trade secret.

In conjunction with trade secret designation, Offeror acknowledges and agrees that:

1. Trade secret requests made after the opening will not be considered. However, County reserves the right to clarify the Offerors request for trade secret at any time; and
2. County and its officials, employees, agents, and representatives are hereby granted full rights to access, view, consider, and discuss the information designated as trade secret throughout the evaluation process and until final execution of any awarded purchase order or contract; and
3. That after notice from County that a public records request has been made pursuant to Offeror's Offer, the Offeror at its sole expense, shall be responsible for defending its determination that submitted material is a trade secret and is not subject to disclosure. Action by Offeror in response to notice from the County shall be taken immediately, but no later than 10 calendar days from the date of notification or Offeror will be deemed to have waived the trade secret designation of the materials.

Notwithstanding any other provision in this solicitation, designation of the entire Offer as 'trade secret', 'proprietary', or 'confidential' is not permitted and may result in a determination that the Offer is non-responsive.

**A.25 CONFIDENTIALITY OF SECURITY RELATED RECORDS**

- a. Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as “the Confidential Security Records”) are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):
  - i. A Security System Plan or portion thereof for any property owned by or leased to County or any privately owned or leased property held by County.
  - ii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by County.
  - iii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to County.
- b. Successful Offeror agrees that, as provided by Florida Statute, it shall not, as a result of a public records request, or for other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of County’s Property Management Director or to comply with a court order requiring such release or disclosure. To the extent Successful Offeror receives a request for such records, it shall immediately contact the County’s designated Contract administrator who shall coordinate County’s response to the request.

**A.26 E-VERIFY**

Prior to the employment of any person under this contract, the Successful Offeror shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the Successful Offeror to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the Successful Offeror to perform work pursuant to the contract with Manatee County. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/>.

Only those individuals determined eligible to work in the United States shall be employed under this contract.

By submission of an Offer in response to this RFO, the successful Offeror commits that all employees and subcontractors will undergo e-verification before placement on this contract.

The successful Offeror shall maintain sole responsibility for the actions of its employees and subcontractors. For the life of the contract, all employees and new employees brought in after contract award shall be verified under the same requirement stated above.

**A.27 LICENSES AND PERMITS**

The successful Offeror shall be solely responsible for obtaining all necessary license and permit fees, including, but not limited to, all license fees, permit fees, impact fees, or inspection fees, and

responsible for the costs of such fees. Successful Offeror is solely responsible for ensuring all work complies with all Federal, State, local, and Manatee County ordinances, orders, codes, laws, rules, regulations, directives, and guidelines.

**A.28 BINDING OFFER**

Offerors will remain valid for a period of 120 days following the Due Date and Time and will be considered a binding offer to perform the required services and/or provide the required goods. The submission of a Proposal will be taken as prima facie evidence that the Offeror has familiarized itself with the contents of this Solicitation

**A.29 SOLICITATION SCHEDULE**

The following schedule has been established for this Solicitation process. Refer to the County’s website ([www.mymanatee.org](http://www.mymanatee.org) > Online Services > *Bids & Proposals*) for meeting locations and updated information pertaining to any revisions to this schedule.

Scheduled Item	Scheduled Date
No Information Conference is scheduled for this solicitation	N/A
Question and Clarification Deadline	March 27, 2018
Final Addendum Posted	March 30, 2018
Offer Response Due Date and Time	April 9, 2018, no later than 3:00 P.M.
Evaluation Completed	April 18, 2018
Projected Award	April 30, 2018

**END SECTION A**

**SECTION B**  
**SCOPE OF SERVICES**

**B.01 BACKGROUND INFORMATION**

Manatee County, Florida (hereinafter referred to as “County”) is requesting offers from qualified Offerors to enter into a contract for Public Assistance and Disaster Recovery Management Services, meeting the Scope of Services of this Request for Offers (RFO). The County seeks professional services to aid and support County staff after a disaster.

**B.02 SCOPE**

Successful Offeror shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide Public Assistance and Disaster Recovery Management Services that will meet the requirements of the County.

The successful Offeror will assist County staff in expediting financial recovery as well as navigating through the Federal Emergency Management Agency’s (FEMA) and Public Assistance (PA) Programs. The successful Offeror will be responsible for ensuring the County is in full compliance with all Federal, State, local laws to ease any future audits.

**B.03 GENERAL REQUIREMENTS**

Successful Offeror shall provide the following requirements:

- A. Provide Grant Management relating to Federal Emergency Management Agency (FEMA) pass through grants.
- B. Collaborate with multiple County departments to gather any necessary information associated with recovery services.

**B.04 SERVICE REQUIREMENTS**

Successful Offeror’s services shall include but not be limited to:

- A. Attending all meetings with FEMA, State and insurance representatives, as well as regular participation with the County’s designated FEMA point of contact.
- B. Coordinating the scheduling of site visits with FEMA, State or other agencies to ensure appropriate County personnel are available and prepared for such meetings.
- C. Providing the expertise to assist the County, from inception through the project closeout, to prepare and submit its Public Assistance (PA) program including documentation, procurement and contract, payroll, and grant submission support.
- D. Developing 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.
- E. Providing and gathering supporting documentation for grant eligible projects and completing documentation required to receive reimbursement.

- F. Identifying and communicating to the County any risks within County operation that could preclude the County's ability to optimize reimbursement.
- G. Performing real-time, simultaneous review and reconciliation of actual project spending to ensure project costs are accurately captured.
- H. Ensuring County documentation is sufficient to respond to Office of Inspector General (OIG) audits and reviews.
- I. Ensuring County hazard mitigation programs comply with laws, regulations and guide lines as required by FEMA, State or other regulatory agencies.

**B.05 TECHNICAL REQUIREMENTS**

Successful Offeror shall:

- A. Collaborate with the Financial Management Department, Budget Division, to coordinate and prepare any required supporting documentation that must accompany the Project Worksheets.
- B. Assist in tracking all project documentation submitted and following any outstanding expenditure(s) to ensure that all eligible expenditures are credited through submitted reimbursements to the County. Ensure that the County understands why certain expenditures were de-obligated, if any. Track all expenditures and reimbursements to maintain high quality reconciliations of monies expended by the County and submitted for reimbursement versus those received.
- C. Ensure the County complies with the National Environmental Policy Act (NEPA) and its processes required for projects.
- D. Assist the County, working with the Financial Management Department, to provide all necessary backup documentation (e.g., invoices, equipment usage documents), for reimbursement that will withstand a FEMA audit and State Emergency Management audit with the objective of receiving full reimbursement.
- E. Provide copies of all documentation transacted for reimbursement on behalf of the County to Manatee County Financial Management Department, Budget Division both in electronic and hard copy format.
- F. Make recommendations to the County regarding project management design and/or coordination strategies that could enhance cost savings, efficiencies, or increased reimbursement.
- G. 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, scopes of work, and proper identification of force account labor and equipment.

- H. Resolve disputes with FEMA, State or other agencies, including the preparation of appeals or responses to arbitration, if necessary.
- I. Provide expertise in identifying, developing and evaluating opportunities for the development of hazard mitigation programs in compliance with Section 406 of the Stafford Act to reduce or eliminate risk for future emergency events.
- J. Assist the County in preparing relevant documentation and analysis related to hazard mitigation grant programs.
- K. Assist in all disaster-recovery financial reimbursement and reporting processes from FEMA, the State or other regulatory agencies; ensuring there are no duplications of submission if varying agencies are involved.
- L. Assist the County, through FEMA, State or other agency guidelines, to capture force account labor eligible expenses accurately for timesheets and project cost accounting.
- M. Assist in the review of the County's personnel policies to ensure compliance for eligible cost reimbursement.
- N. Assist the County through FEMA, State, or other agency guidelines, to capture the relevant data related to procured goods and services.
- O. Provide oversight of billing to ensure all costs eligible for disaster grant funding are documented and claimed.

**END OF SECTION B**

## **SECTION C OFFER RESPONSE**

This section identifies specific information which must be contained within the proposal and the order in which such information should be organized. The information each Offeror provides will be used to determine those Offerors with the background, experience and capacity to perform the scope of services as stated in this RFO and which offer best meets the overall needs of the County. For more information on the evaluation process, refer to Section D, Evaluation of Offers.

### **C.01    INFORMATION TO BE SUBMITTED**

The contents of each Offer will be organized and arranged with tabs in the same order as listed below and with the same TAB numbers. The Offer should contain sufficient detail to permit the County to conduct a meaningful evaluation. However, overly elaborate responses are not requested or desired.

### **C.02    OFFER FORMAT**

#### **A.    TAB 1 - INTRODUCTION**

Include the following in Tab 1 of the proposal.

1. A cover page that identifies Offeror, the RFO by title and the RFO number.
2. An introductory letter/statement that describes your proposal in summary form (limit 2 pages).
3. A table of contents.

#### **B.    TAB 2 – MINIMUM QUALIFICATION REQUIREMENTS**

In Tab 2 submit the information and documentation requested that confirms Offeror meets the following minimum qualification requirement(s):

1. Must be registered with the State of Florida, Division of Corporations to do business in Florida.

**No documentation is required. The County will verify registration.**

2. Offeror must possess a current, valid Florida Business License issued by the State of Florida.

**Provide a copy of Offeror's License.**

3. The Offeror has provided Public Assistance and Disaster Recovery Management Service for a minimum of three (3) public agency clients since June 1, 2014 each of which included two or more of the following components: preparation of PA emergency/permanent work project estimates, resolving claims disputes, appeals on claims disputes, documentation and analysis related to hazard mitigation, labor reimbursement documentation, and/or reimbursement for procured goods and services.



**Provide the following information for the three qualifying clients.**

- a) Name of client
- b) Location (City/State)
- c) Client contact name
- d) Contact phone
- e) Contact email
- f) Service dates (Start/End)
- g) Components of work (see list above)

4. Offeror Is NOT listed on the Florida State Board of Administration, Scrutinized List of Prohibited Companies found at the SBAFLA website at <http://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/PFIA/tabid/1478/Itemid/3354/Default.aspx>

**No documentation is required. The County will verify.**

5. Offeror has not been convicted of a public entity crime per Section 287.133, Florida Statutes or environmental law in the past five years.

**Offeror must complete Attachment C and submit with its Offer attesting that it has not been convicted of a public entity crime or environmental law in the past five years.**

6. If Offeror is submitting as a joint venture must file the required documents with the Florida Department of Business and Professional Regulation as required by Florida Statute Section 489.119, prior to the Due Date and Time.

**If Offeror is a joint venture, provide a copy of Offeror's approved filing with the Florida Department of Business and Professional Regulation. If Offeror is not a joint venture, provide a statement to that effect.**

7. Offeror has no reported conflict of interests in relation to this RFO.

**Disclose the name of any officer, director or agent who is also an employee of the County. Disclose the name of any County employee who owns, directly or indirectly, any interest in the Offeror's firm or any of its branches. If no conflicts of interests are present, Offeror must submit a statement to that effect.**

**C. TAB 3 – FORMS**

Provide the completed and executed Attachments included in this RFO in Tab 3.

1. Attachment A, Acknowledgement of Addenda
2. Attachment B, Offer Signature Form
3. Attachment C, Public Contracting and Environmental Crimes Certification
4. Exhibit 1, Insurance
5. Attachment E, Special Provisions Federal Grants

**D. TAB 4 - TRADE SECRETS**

Pursuant to Section A.24, Trade Secrets, in Tab 4 identify any trade secret being claimed. Offeror must submit purported trade secret as follows:

1. Trade secret material must be segregated, within the applicable TAB, from the portions of the Offer that are not being declared as trade secret. NOTE: Offers cannot be designated as 'Proprietary' or 'Confidential' in their entirety.
2. Offeror shall cite, for each trade secret being claimed, the Florida Statute number which supports the designation.
3. Offeror shall offer a brief written explanation as to why information claimed as trade secret fits the cited Statute.
4. Offeror shall provide an additional copy of its proposal that redacts all designated trade secrets.

**E. TAB 5 - OFFEROR STATEMENT OF ORGANIZATION**

In Tab 5, provide information and documentation on Offeror as follows:

1. Legal contracting name including any dba.
2. State of organization or incorporation.
3. Ownership structure of Offeror's company.  
(e.g., Sole Proprietorship, Partnership, Limited Liability Corporation, Corporation)
4. Federal Identification Number.
5. A fully completed (signed and dated) copy of Offeror's W-9.
6. Contact information for Offeror's corporate headquarters and local office (if different)  
NOTE: local is defined as Manatee, DeSoto, Hardee, Hillsborough, Pinellas or Sarasota counties.  
Address  
City, State, Zip  
Phone  
Number of years at this location
7. List of officers, owners and/or partners, or managers of the firm. Include names, addresses, email addresses, and phone numbers.
8. Contact information for Offeror's primary and secondary representatives during this RFO process to include the following information:  
Name  
Phone  
E-mail  
Mailing Address  
City, State, Zip
9. Provide a summary regarding any **prior or pending litigation**, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Offeror, any of its partners, employees or subcontractors is or has been involved within the last three years.
10. Provide details of any ownership changes to Offeror's organization in the past three years or changes anticipated within six months of the Due Date and Time (e.g., mergers, acquisitions, changes in executive leadership).

**F. TAB 6 – OFFEROR AND TEAM’S EXPERIENCE**

In Tab 6, provide details of Offeror and its team’s experience to include the following:

1. Provide a summary of Offeror’s background, size and years in business.
2. Provide Offeror’s years of experience in Public Assistance and Disaster Recovery Management Service, particularly for other government agencies, to include the following experience:
  - i. Related to the Stafford Disaster Relief and Emergency Assistance Act provisions and regulations (44 CFR and 2 CFR 200), and Sandy Recovery Improvements Act (SRIA) including procedures for public assistance and debris removal.
  - ii. 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.
  - iii. In resolving disputes with FEMA, state or other agencies, including the preparation of appeals or responses to arbitration if necessary.
  - iv. In preparing relevant documentation and analysis related to hazard mitigation grant programs.
  - v. In assisting in disaster-recovery financial reimbursement and reporting processes from FEMA, State or other agency.
  - vi. Assisting in capturing work force account labor eligible expenses for timesheets and project cost accounting.
  - vii. Assisting in the review of agency personnel policies to ensure compliance for eligible cost reimbursement.
  - viii. Capturing relevant data related to procured goods and services for FEMA reimbursement.
  - ix. Oversight of billing to ensure all costs eligible for disaster grant funding are documented and claimed.
3. Identify and include information regarding experience and qualifications of Offeror’s key staff to be assigned to the services. Include a resume for each with their full names, the name of the firm(s) for their current and previous employers, professional credentials (e.g., certifications and/or licenses), and roles and duties which the individuals will provide to the County. Include the address of their current primary office location, email address and phone number.
4. Identify any proposed sub-contractors to accomplish the work. Include the company name, the name of the individual(s) to be assigned, and an overview of their experience and qualifications.
5. Describe any significant or unique accomplishments or recognition received by Offeror or its subcontractors in previous similar services.
6. Provide a minimum of five client references for services, similar in scope as defined in this RFO, who are agreeable to responding to an inquiry by the County. Client references may include some of the same qualifying firms listed in TAB 2, Minimum Qualifications. References should include the following information:
  - a. Client name
  - b. Client address
  - c. Client contact name
  - d. Client contact phone and fax numbers
  - e. Client contact email address
  - f. Brief description of all services provided (1-2 sentences)

- g. Performance period (start/end dates)
- h. Total dollar value of agency reimbursement

**G. TAB 7 - CAPACITY**

Provide the following information regarding Offeror's capacity for the provision of services.

1. Specify the location(s), including the complete physical address, where the work for these services will be performed, including work performed by subcontractors, if applicable.
2. Details of Offeror's staffing resources, at the location that will provide services to the County as well as corporately; by discipline and the number of personnel within each discipline.
3. If Offeror's staffing resources includes sub-consultants, submit the name of the firm(s) who will perform each discipline. Detail how subcontractors will be used and to what extent.
4. An organizational diagram clearly identifying key personnel who are designated to provide services to the County and indicate their functional relationship to each other.
5. Describe Offeror's plans, policies, and/or strategies in which County citizens would receive consideration for employment and county suppliers of goods and services would be utilized.
6. If Offeror is teaming with other entities to provide the required goods and services, detail any prior similar work any two or more team members have jointly performed.
7. If a joint venture is proposed, provide an affidavit attesting to the formulation of the joint venture and provide proof of incorporation as a joint venture or a copy of the formal joint venture agreement between all joint venture parties, indicating their respective roles, responsibilities, and levels of participation in the project.
8. An explanation, in general terms, of Offerors' financial capacity to perform the scope of services. If Offeror is jointly filing a proposal with other entities, details must be provided to demonstrate financial capacity of each entity.
9. Provide either an audited financial statement or the following: income statement, balance sheet and statement of cash flows. Additionally, provide a statement authorizing the County to conduct an audit. If conducted, the County's audit and/or financial analysts will report their findings in a summary report to the Procurement Official, which will be placed in the proposal files for subsequent use, review, and discussions during evaluations.
10. Disclose any ownership interest in other entities proposed for services. This ownership disclosure includes ownership by the Offeror through a parent, subsidiary or holding company or any other form of business entity. Submit entity names and the percent of ownership for each.

**H. TAB 9 – APPROACH**

Provide Offeror's project approach to include the following:

1. A narrative of Offeror's approach to project management.
2. Details of implementation and a plan for scheduling work specified.
3. Provide a narrative of the proposed approach and methodology for engaging with County representatives in-the-course of performing the duties.
4. The overall approach to delivering the Scope of Services and any strategies Offeror proposes to implement.
5. Offeror shall thoroughly explain:
  - a. Its accessibility in the areas of availability for meetings, general communications,

- coordination, and supervision
- b. How the Offeror physically plans on attending pre-scheduled meetings
- c. How the Offeror plans on ensuring accessibility and availability during the term of the Agreement

**I. FEES**

Offerors should use the Fees form on the following page for submitting its Fees. Fees must be submitted as all inclusive to provide for Public Assistance and Disaster Recovery Management Services in accordance with the requirements identified in this Scope of Services and as set forth in this RFO document.

Submit one hard copy original and one duplicate hard copy of the Fees form in a separate sealed envelope labeled "Fees" with the Offeror's name and include with Offeror's Original hard copy of Offer. Do Not include copies of the Fees form in the duplicate hard copies of the proposal response.

The Offeror's fees shall remain firm for a minimum of a one year period of execution of the Agreement. Any escalation in pricing thereafter will be based on the Bureau of Labor Statistics Employment Cost Index No. CMU201S000100000D change in most recent 12 month period applicable to each discipline.

[Remainder of page intentionally left blank]

**FEES FORM**

**The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs will be billed to the COUNTY at cost without mark-up.**

PERSONNEL CLASSIFICATION	HOURLY RATE

**SCHEDULE OF REIMBURSABLE & ADDITIONAL CHARGES**

Expense of reproduction beyond the costs associated with providing report(s), invoices and routine correspondence:

Color Photo Copies (8-1/2" x 11")	\$ <u>2.00</u> per page
Copy Machine Reproductions	\$ <u>.15</u> per copy

Actual charges for long distance telephone calls, including applicable local, state and federal taxes, but excluding those made to Manatee, Sarasota, Orange, Polk, Pinellas or Hillsborough Counties, as documented by copies of original invoices.

Travel at the written request of County to be reimbursed in accordance with the limitations provided in Florida Statute 112.061, which may be amended. Travel in Manatee, Sarasota, Orange, Polk, Pinellas or Hillsborough Counties is NOT eligible for reimbursement. Below are the current reimbursement rates.

Per Diem	\$36.00 per day
Hotel Accommodations	actual cost
Mileage	\$.555 per mile

Actual charges for Courier Service furnished at the request of County, at rates not to exceed \$12.00 per package and to be documented by copies of original invoices.

**END SECTION C**

**SECTION D  
EVALUATION OF OFFERS**

**D.01 EVALUATION**

Evaluation of Offers will be conducted by County staff and will consider all information submitted by each responsible and responsive Offeror, any clarification information provided by an Offeror, feedback received from Offeror’s references, and any other relevant information received regarding Offeror, to ascertain the ability of the Offeror to perform the scope of services as stated in this RFO. Each Offeror must ensure that its Offer contains all the information requested in this RFO and reflects Offeror’s best offer.

**D.02 RECOMMENDATION FOR NEGOTIATION**

A recommendation will be made as to the Offeror(s) with whom the County should enter into negotiations, if any. Upon approval of the recommendation, the successful Offeror will be invited to enter negotiations led by the County Procurement Division.

**D.03 EVALUATION CRITERIA**

The following evaluation criteria have been established for this RFO.

<b>Criteria</b>	<b>Maximum Points</b>
Offeror & Team's Experience	30
Capacity	30
Approach	20
Fee Offer	20
TOTAL POINTS	100

**D.04 RECOMMENDATION FOR AWARD**

Upon successful completion of negotiations, a recommendation for award to the successful Offeror(s) will be presented for approval per County ordinances, policies and procedures.

**END SECTION D**

**SECTION E  
NEGOTIATION OF THE AGREEMENT**

**E.01 GENERAL**

- a. The Offer will serve as a basis for negotiating an agreement, but not compel adherence to its terms or conditions.
- b. Upon submission, all Offers become the property of Manatee County which has the right to use any or all ideas presented in any Offer submitted in response to this Request for Offer whether, or not, the Offer is accepted.
- c. All products and papers produced during the solicitation process become the property of Manatee County upon termination or completion of the engagement.
- d. To indemnify and hold County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the Offeror, including actions or claims arising from County's non-disclosure of the trade secret materials.

**E.02 AGREEMENT**

The selected Offeror(s) will be required to negotiate a contract in a form and with provisions acceptable to the County. Negotiated contracts may or may not include all elements of this RFO or the resulting successful Offer where alternatives provide best value, are desirable to the County, and the parties agree to such terms.

**E.03 AWARD**

County may not make award to an Offeror who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to County, or is in default on any contractual or regulatory obligation to County. By submitting this solicitation response, Offeror attests that it is not delinquent in payment of any such debts due and owed to County, nor is it in default on any contractual or regulatory obligation to County. In the event the Offeror's statement is discovered to be false, Offeror will be subject to suspension and/or debarment and County may terminate any contract it has with Offeror.

Award of an agreement is subject to the successful negotiations and the approval of either the Procurement Official or the Board of County Commissioners (as provided for in the current Manatee County Procurement Code).

The parties will negotiate the terms and conditions of the agreement, which may or may not include renewal, assignment, termination, insurance, auditing or any other relevant contractual term and the circumstances in which it may be renewed, assigned or terminated.

**END SECTION E**



## ATTACHMENT A ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda:

Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:

Print or type Offeror's information below:

Name of Offeror	Telephone Number
Street Address	City/State/Zip
Email Address	Website Address
Print Name & Title of Authorized Official	Signature of Authorized Official
	Date

**ATTACHMENT B  
OFFER SIGNATURE FORM**

The undersigned represents that:

- (1) by signing the Offer, that he/she has the authority and approval of the legal entity purporting to submit the Offer and any additional documentation which may be required such as the Joint Venture Agreement or Joint Venture Affidavit, if applicable;
- (2) all facts and responses set forth in the Offer are true and correct;
- (3) if the Offeror is selected by County to negotiate an agreement, that Offeror's negotiators will negotiate in good faith to establish an agreement to provide the services described in the Scope of Services of this RFO;
- (4) by submitting an Offer and signing below, the Offeror agrees to all terms and conditions in this RFO, which incorporates all addenda, appendices, exhibits, and attachments, in its entirety, and is prepared to sign the Contract as written. The Offeror understands that if it submits exceptions to the Contract in its Offer, the Offeror's Offer may be determined non-responsive; and
- (5) the Offeror, which includes all companies included in a partnership or joint venture, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Print or type Offeror's information below:

Name of Offeror	Telephone Number
Street Address	City/State/Zip
Email Address	Web Address
Print Name & Title of Authorized Officer	Signature of Authorized Officer      Date

**ATTACHMENT C**  
**PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION**

SWORN STATEMENT PURSUANT TO SECTION 2-26 ARTICLE V,  
MANATEE COUNTY PROCUREMENT CODE

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to Manatee County by \_\_\_\_\_  
[print individual's name and title]

for \_\_\_\_\_  
[name of entity submitting sworn statement]

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to County that it has not:

(1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or

(2) been convicted of an agreement or collusion among Offerors or prospective Offerors in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or

(3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing Director, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

(4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors.

For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests amount family members, shared organization

of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to Manatee County's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with Manatee County.

I UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE PROCUREMENT DIVISION OR THE COUNTY ADMINISTRATOR DETERMINES THAT **SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.**

\_\_\_\_\_  
[Signature]

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_ by\_\_\_\_\_.

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_  
[Type of identification]

\_\_\_\_\_ My commission expires \_\_\_\_\_ Notary  
Public Signature

\_\_\_\_\_  
[Print, type or stamp Commissioned name of Notary Public]

**Signatory Requirement** - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.