



"A City for All Ages"

**City of Port St. Lucie**  
**Electronic Request for Proposals ("eRFP")**  
**Event Name: Emergency Management Recovery/Response Services**

**eRFP (Event) Number: 202301033**

## 1. Introduction

### 1.1. Purpose of Procurement

Pursuant to the Port St. Lucie City Ordinance 35.05, this electronic Request for Proposals ("eRFP") is being issued to establish a contract with qualified contractors who will provide **Emergency Management Recovery/Response Services** to the City of Port St. Lucie (hereinafter, "City") as further described in this eRFP.

A descriptive overview of the City can be found at <https://www.cityofpsl.com/discover-us/about-psl>. Please visit the City's website to familiarize yourself with how our city is structured and operates. Please contact the Issuing Officer with any questions.

### 1.2. Restrictions on Communicating with Staff

From the issue date of this eBid until a City generated Purchase Order is submitted to the contracted contractor (or the eBid is officially cancelled), contractors are not allowed to communicate for any reason with any City staff or elected officials except through the Issuing Officer named herein, or during the Bidders/Offerors' conference (if any), or as defined in this eBid or as provided by existing work agreement(s). This is commonly known as a cone of silence during the procurement process as identified in the City Code of Ordinances, Section 35.13. Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The City reserves the right to reject the response of any contractor violating this provision. Further information on this topic can be found on the Cone of Silence and eBid Communication Document.

### 1.3. Scope of Work

The City of Port St. Lucie is in St. Lucie County on the eastern coast of South Florida, frequently referred to as the Treasure Coast. The City has an estimated population of 240,000 as of July 2023 and is a suburban city transitioning to an urban center. For more information about the City of Port St. Lucie, please visit our website at [www.cityofpsl.com](http://www.cityofpsl.com).

**1.3.1** The successful Vendor will provide all services necessary to provide federal and state disaster-related grant and public assistance services. These services must adhere to the most up-to-date federal guidance such as the FEMA Public Assistance Program and Policy Guide (PAPPG).

These services shall also adhere to, but not be limited to, the following:

1. Federal Highway Administration (FHWA)
2. Florida Department of Transportation (FDOT)
3. Natural Resources Conservation Services (NRCS)
4. Florida Department of Environmental Protection (FDEP)
5. Florida Fish and Wildlife Conservation Commission (FFWC)
6. U.S. Army Corp of Engineers (USACE)
7. Small Business Administration (SBA)

**1.3.2** Grant Program Services shall include, but is not limited to:

1. The Federal Emergency Management Agency's:
  - a. Hazard Mitigation Grant Program
  - b. Public Assistance Program
  - c. Individual Assistance Program
2. The Florida Department of Economic Opportunity:
  - a. Community Development Block Grants/Disaster Recovery
  - b. Economic Development Administration (EDA) Grants
3. The Vendor's workforce will be utilized for the required work period only and phased in and out depending on the needs of that stage of the event.

**1.3.3** The Selected Vendor shall:

1. Provide services for all mission areas of emergency management, including but not limited to, emergency management activation support, emergency preparedness services including planning, training, and exercises, tracking emergency and disaster-related expenses for reimbursement requests, maintaining appropriate documentation and providing strategic planning for recovery through all the phases of a disaster which may include providing staff to fill roles identified by the City of Port St Lucie's Emergency Operations Center Organizational Structure related to finance, recovery, and planning.
2. Assign personnel to lead the project who meet the above requirements.
3. Provide required reports using Microsoft Office suite applications for soft copy drafts and PDF for final products.
4. Enter information into the Florida Division of Emergency Management's (FDEM) Florida PA and Federal Emergency Management Agency's (FEMA) Grants Portal
5. Adhere to associated Task Work Order in a timely manner.
6. Be familiar with the City of Port St Lucie's method of governing and managing.
7. Be familiar with the City's key plans including by not limited to:
  - i. Comprehensive Emergency Management Plan
  - ii. Recovery Plan
  - iii. Office of Emergency Management Standard Operating Guideline (OEM SOG)
8. Provide the Finance Section Chief/Finance Department Director with regular updates on contractual expenditures.
9. The Vendor will provide project management services, in addition to having knowledge and experience in federal grant elements, the selected Vendor shall also have the ability and experience in conducting federal and State of Florida agency consultations, review of construction (engineering) plans, preparation of project worksheets, detailed damage inspections reports and grant closeouts.

**1.3.4** The City will:

1. Provide a Project Manager (PM) for the selected vendor to report to.
2. Provide a Point of Contact (POC) from each Department that will be assigned to the selected vendor.
3. Provide the selected vendor with all requisite plans, policies, and procedures.

**1.3.5** Vendor Tasks.

1. The Vendor shall assemble, direct, and manage a workforce that can be deployed within 48 hours of an event, and remain accessible through the event closeout, appeals, and audit process.
2. The Vendor shall work within the confines of 85% of the estimated Category Z forecast by the City, any excess of that threshold must be cleared by the Incident Commander (City Manager) or the Finance Section Chief (Finance Director).
3. The Vendor shall have demonstrated experience and expertise and shall employ such experience and expertise in the performance of services, in the public facilitation process to

assist the public in meaningful participation in disaster recovery programs such as Community Development Block Grants (CDBG) and the Unified HMGP process.

4. The Vendor shall have and use the skills and experience in successful public outreach and participation techniques, including facilitating and conducting public workshops, individual and group meetings with interested homeowners, acting as a liaison with State and Federal officials, providing reports to Port St Lucie City Council Meetings (and presenting information in-person as needed).
5. The proposer will provide staff members and/or sub-consultants with experience and qualifications in grant management, engineering design review, and Federal and State regulatory compliance.
6. The Vendor shall work cooperatively with any other contractors, consultants, or subcontractors hired by the City to perform event-related services other than those contained in this Scope of Work. In the event of any issues or concerns with any other such contractors, consultants, or subcontractors hired by City for an event, the Vendor will keep the Director of Emergency Management for the City of Port St Lucie informed of such issues or concerns and will work to resolve such issues or concerns in a manner most advantageous to the City.

**1.4. Overview of the eRFP Process**

The objective of the eRFP is to select a qualified contractor to provide the goods and/or services outlined in this eRFP to the City. This eRFP process will be conducted to gather and evaluate responses from contractors for potential award. All qualified contractors are invited to participate by submitting responses, as further defined below. After evaluating all contractors’ responses received prior to the closing date of this eRFP and following negotiations (if any) and resolution of any contract exceptions, the preliminary results of the eRFP process will be publicly announced, by the City Clerk’s Office, to include the names of all participating contractors and the evaluation results. Subject to the protest process, the final contract award(s) will be publicly announced thereafter.

NOTE TO CONTRACTORS: The general instructions and provisions of this document have been drafted with the expectation that the City will make a single award; however, please refer to Section 6.7 “Selection and Award” of this eRFP for information concerning the City’s actual award strategy (single, multiple, split awards, etc).

**1.5. Schedule of Events**

The schedule of events set out herein represents the City’s best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the eRFP will be publicly posted prior to the closing date of this eRFP. After the close of the eRFP, the City reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award and the contract term on an as needed basis with or without notice.

Description	Date	Time
Release of eRFP	As Published on DemandStar	N/A
Bidders/Offerors’ Conference Location:N/A Attendance is: Not Mandatory	N/A	See DemandStar
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.6.	October 10, 2023	5:00 p.m. ET
Collective responses to Written Questions by City Issued Addendum	October 20, 2023	5:00 p.m. ET

Proposals Due/Close Date and Time	October 30, 2023	3:30 p.m. et
Proposal Evaluation Completed (on or about)	TBD	As Published on DemandStar
Initial Evaluation Committee Meeting to Review Scored Proposals	TBD	As Published on DemandStar
Negotiations with Identified contractor(s) (on or about); discretionary process	TBD	As Published on DemandStar
Final Evaluation (on or about)	TBD	N/A

The City reserves the right to proceed to award without further discussions after receipt of the initial proposals, in which case, evaluation committee reviews, negotiations, and Proposal Revisions may not be required.

\*If the contract's estimated value is less than \$75,000, the City reserves the right to proceed directly to contract award without posting a Notice of Intent to Award.

- 1.6. Official Issuing Officer (Procuring Agent)**  
**Name: David Harris, Esq., Procurement Manager**  
**Email: dharris@cityofpsl.com**

**1.7. Definition of Terms**

Please review the following terms:

Contractor(s) – companies desiring to do business with the City (Also called “Bidder”, “Proposer”, or “Offeror”.)  
City of Port St. Lucie “City” – the governmental entity identified in Section 1.1 “Purpose of Procurement” of this eRFP.

Immaterial Deviation- does not give the contractor a substantial advantage over other contractors.

Material Deviation- gives the contractor a substantial advantage over other contractors and thereby restricts or prevents competition.

Procurement Management Division (PMD)- The City department that is responsible for the review and possible sourcing of all publicly sourced solicitations.

Responsible- means the contractor, whether a company or an individual, has the appropriate legal authority to do business in the City, a satisfactory record of integrity, appropriate financial, organizational, and operational capacity and controls, and acceptable performance on previous governmental and/or private contracts, if any.

Responsive- means the contractor, whether a company or an individual, has submitted a timely offer that materially conforms to the requirements and specifications of the solicitation.

Sourcing Platform- DemandStar

Any special terms or words that are not identified in the City’s eRFP Document may be identified separately in one or more attachments to the eRFP. Please download, save, and carefully review all documents in accordance with the instructions provided in Section 2 “Instructions to Contractors” of this E-Bid.

**1.8. Contract Term**

The initial term of the contract(s) is for three (3) calendar years from the execution date of the Purchase Order. The City shall have two, one (1) year option(s) to renew, which options shall be exercisable at the sole discretion of the City. Renewal(s), if provided and selected solely by the City, will be accomplished through the issuance of Notice of Award Amendment. In the event that the contract(s), if any, resulting from the award of this eRFP shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, the City may, with the written consent of the awarded contractor(s), extend the contract(s) for such period of time as may be necessary to permit the City’s continued supply of the identified products and/or services. The contract(s) may be amended in writing from

time to time by mutual consent of the parties. Unless this eRFP states otherwise, the resulting award of the contract(s) does not guarantee volume or a commitment of funds.

### **1.8.1 Period of Performance.**

The period of performance will be executed by directive from the Incident Commander/City Manager or, the Emergency Operations Center Director/Emergency Management Division Director, and the Finance Section Chief/Finance Department Director. The period of performance will terminate by directive from the Incident Commander/Recovery Director/City Manager or, the Emergency Management Division Director, and the Finance Section Chief/Finance Department Director.

## **2. Instructions to Bidders/Proposer**

This section contains general business requirements. By submitting a response, the contractor is certifying its agreement to comply with all the identified requirements of this section and that all costs for complying with these general business requirements are included in the contractor's submitted pricing.

By submitting a response to the eRFP, the contractor is acknowledging that the contractor:

1. Has read the information and instructions,
2. Agrees to comply with the information and instructions contained herein.

### **2.1. General Information and Instructions**

#### **2.1.1. Familiarity with Laws and Regulations**

Responding Contractors are assumed to be familiar with all Federal, State, and local laws, ordinances, rules, and regulations that may affect the work. Ignorance on the part of the Awarded Contractor will in no way relieve them from contract responsibility.

#### **2.1.2. Restrictions on Communicating with Staff/ Cone of Silence**

From the issue date of this eRFP until a City generated Purchase Order is submitted to the contracted contractor (or the eRFP is officially canceled), contractors are not allowed to communicate for any reason with any City staff or elected officials except through the Issuing Officer named herein, or during the Bidders/Offerors' conference (if any), or as defined in this eRFP or as provided by existing work agreement(s). This is commonly known as a cone of silence during the procurement process as identified in the City Code of Ordinances, Section 35.13. Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The City reserves the right to reject the response of any contractor violating this provision. Further information of this topic can be found on the Cone of Silence and eRFP Communication Document.

#### **2.1.3. Submitting Questions**

All questions concerning this eRFP must be submitted in writing via email to the Issuing Officer identified in Section 1.6 "Issuing Officer" of this eRFP. No questions other than written will be accepted. No response other than written will be binding upon the City. All contractors must submit questions by the deadline identified in the Schedule of Events for submitting questions. Contractors are cautioned that the City may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section. All questions about this eRFP must be submitted in the following format:

Company Name

Question #1 Question, *Citation of relevant section of the eRFP*

**2.1.4. Attending Bidders/Offerors' Conference**

The Bidders/Offerors' Conference or any other information session (if indicated in the schedule of events) will be held at the offices referred to in Section 1.5 "Schedule of Events" of this eRFP. Unless indicated otherwise, attendance is not mandatory, although contractors are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the contractor must attend the conference in its entirety to be considered eligible for contract award. The contractor is strongly encouraged to allow ample travel time to ensure arrival in the conference meeting room prior to the beginning of any mandatory conference. The City reserves the right to consider any representative arriving late to be "not in attendance." Therefore, all contractors are strongly encouraged to arrive early to allow for unexpected travel contingencies.

**2.1.5. The City's Right to Request Additional Information – Contractor's Responsibility**

Prior to contract award, the City must be assured that the selected contractor has all of the resources to successfully perform under the contract. This includes, but is not limited to, an adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the ongoing needs of the City, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, the City is unable to assure itself of the contractor's ability to perform if awarded, the City has the option of requesting from the contractor any information deemed necessary to determine the contractor's responsibility. If such information is required, the contractor will be notified and will be permitted approximately ten business days to submit the information requested.

**2.1.6. Failing to Comply with Submission Instructions**

Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the eRFP will not be considered. Contractors' responses must be complete in all respects, as required in each section of this eRFP.

**2.1.7. Rejection of Proposals; The City's Right to Waive Immaterial Deviation**

The City reserves the right to reject any or all responses, to waive any irregularity or informality in a contractor's response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. The City reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement of requested commodities and/or services. It is also within the right of the City to reject responses **that do not contain all elements and information requested in this eRFP**. A contractor's response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the eRFP requirements, which determination will be made by the City on a case-by-case basis.

**NOTE: The City reserves the right to reject the Bid of any Contractor who has previously failed in the performance of an award or to deliver contracts of a similar nature on time or who is not in a position to perform properly under this award. This includes the firm, employees and financial or legal interests. The City will not enter into a contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agencies' Excluded Parties List, Suspended List or Debarment List. Please see Florida Statute 287.133 for further information regarding business transactions with companies that have been convicted of public entity crimes.**

**2.1.8. The City's Right to Amend and/or Cancel the eRFP**

The City reserves the right to amend this eRFP. All revisions must be made in writing prior to the eRFP closing date and time. If a responding entity discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, they shall immediately notify the City of such error in writing and request modification or clarification of the document. Any modification made to this RFP will be issued as an addendum. Written notice will be posted to DemandStar without divulging the source

of the request. If a responding entity fails to notify the City prior to the date and time fixed for submission of an error or ambiguity in the RFP known to them, or an error or ambiguity that reasonably should have been known to them, they shall not be entitled to additional time by reason of the error/ambiguity or its late resolution. By submitting a response, the contractor shall be deemed to have accepted all terms and agreed to all requirements of the eRFP (including any revisions/additions made in writing prior to the close of the eRFP whether or not such revision occurred prior to the time the contractor submitted its response) unless expressly stated otherwise in the contractor's response. **THEREFORE, EACH CONTRACTOR IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED eRFP AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE CONTRACTOR'S RESPONSE PRIOR TO THE CLOSE OF THE eRFP.** All Notice(s) of Intent to Award (NOIAs) will be posted as referenced in Section 6.7 of this document. **Contractors are encouraged to frequently check the solicitation documentations and embedded URLs for additional information. Finally, the City reserves the right to amend or cancel this eRFP at any time.**

#### **2.1.9. Assigning of the Contract & Use of Subcontractors**

Except as may be expressly agreed to in writing by the City, Contractor shall not assign, sell, transfer or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any person, firm or corporation without the written consent of the City.

Each Bidder shall list all subcontractors and the work provided by the suppliers in the area provided on the Bid Reply Sheet. The successful Bidder(s) shall provide a listing of all subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment), other than those identified in the Bid Reply, to the City within ten (10) days after the bid opening. Such list shall be accompanied by an experience statement for each such subcontractor, supplier, person, or organization if requested by the City. The City, after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person, or organization, may, before the Notice of Award is given, request apparent successful Bidder to submit an acceptable substitute without an increase in Bid price.

If the apparent successful Bidder(s) declines to make any such substitution, City may award the Contract to the next acceptable Bidder(s) that proposes to use acceptable subcontractors, suppliers, and other persons and organizations. Declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder(s). Any subcontractor, supplier, other person, or organization listed and to whom City does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to City subject to revocation of such acceptance after the effective date of the Contract.

No subcontract that Contractor enters into concerning performance of obligations or work assigned under the Contract shall in any way relieve Contractor of any responsibility, obligation, or liability under this Contract and for the acts and omissions of all Subcontractors, agents, and employees. All restrictions, obligations, and responsibilities of the Contractor under the Contract shall also apply to the Subcontractors. Any contract with a Subcontractor must also preserve the rights of the City. The City shall have the right to request the removal of a Subcontractor from the Contract with or without cause.

#### **2.1.10. Proposal of Addition Services**

If a proposer indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the original contract at the sole discretion of the City.

#### **2.1.11. Protest Process**

Proposers should familiarize themselves with the procedures outlined in [City Ordinance 20-15 Sec. 35.14.](#)

#### **2.1.12. Costs for Preparing Responses**

Each Contractor's response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost of developing the response and participating in the procurement process (including the protest process) is the sole responsibility of the contractor. The City will not provide reimbursement for such costs.

### **2.1.13. Public Access to Procurement Records**

Solicitation opportunities will be publicly advertised as required by city ordinances and state and federal laws. Any material that is submitted in response to this RFP, including anything considered by the Proposer to be confidential or a trade secret, will become a public document pursuant to Chapter 119 of the Florida Statutes. Any claim of confidentiality is waived upon submission, effective after the City's opening of the proposals pursuant to Section 119.07, Florida Statutes. Therefore, the Proposer is hereby cautioned to NOT submit any documents that the Proposer does not want to be made public. The City is allowed to assess a reasonable charge to defray the cost of reproducing documents. A City employee must be present during the time of onsite inspection of documents. PLEASE NOTE: When information (financial or other information) submitted by a contractor is marked as "confidential", "proprietary", etc., the City will make a determination regarding what information may or may not be withheld from disclosure pursuant to Florida law. Contractors should review Chapter 119 of the Florida Statutes for all updates before requesting exceptions from Florida Statutes Chapter 119.

## **2.2 Submittal Instructions**

### **Submittal Instructions to DemandStar**

Listed below are key action items related to this eRFP. The Schedule of Events in Section 1.4 identifies the dates and times for these key action items. This portion of the eRFP provides high-level instructions regarding the process for reviewing the eRFP, preparing a response to the eRFP, and submitting a response to the eRFP. Contractors are required to access, print, and utilize the training materials identified in Section 2.2.1 of this eRFP to ensure the contractor successfully submits a response to this eRFP.

#### **2.2.1. eRFP Released**

The release of the eRFP is only communicated through the posting of this eRFP as an event in DemandStar. This eRFP is being conducted through DemandStar an online, electronic tool, which allows a contractor to register, logon, select answers and type text in response to questions, and upload any necessary documents. Each contractor interested in competing to win a contract award must complete and submit a response to this eRFP using DemandStar. Therefore, each contractor MUST carefully review the submittal instructions on DemandStar's website and follow the submittal guidance that is provided in Section 2.2 of this RFP document.

#### **2.2.2. eRFP Review**

The eRFP consists of the following: this document, entitled "PSL eRFP Document", and any and all information included in the eRFP, as posted to DemandStar, including any and all documents provided by the City as attachments to the eRFP or links contained within the eRFP or its attached documents.

Please carefully review all information contained in the Event, including all documents available as attachments or available through links. Any difficulty accessing the Event or opening provided links or documents should be reported immediately to the Issuing Officer (See Section 1.6). Attached documents may be found as follows:

#### **2.2.3. Preparing a Response**

When preparing a response, the contractor must consider the following instructions:



1. Use the provided worksheets to prepare your response. Enter your responses directly into the worksheet. Unless otherwise directed, do not insert "see attached file" (or similar statements) in the worksheet to reference separate documents.
2. Answer each question in sufficient detail for evaluation while using judgment with regards to the length of response.
3. Proofread your response and make sure it is accurate and readily understandable.
4. Label any and all uploaded files using the corresponding section numbers of the eRFP as specified by the City.
5. Use caution in creating electronic files to be uploaded. If the City is unable to open an electronic file due to a virus or because the file has become corrupted, the contractor's response may be considered incomplete and disqualified from further consideration.
6. Use commonly accepted software programs to create electronic files. The City has the capability of viewing documents submitted in the following format: Microsoft Office 2007 and portable document format file (PDF). Unless the eRFP specifically requests the use of another type of software or file format than those listed above, please contact the Issuing Officer prior to utilizing another type of software and/or file format. In the event that the City is unable to open an electronic file because the City does not have ready access to the software utilized by the contractor, the contractor's response will be considered incomplete and disqualified from further consideration.

#### **2.2.4. Submitting, Reviewing, Revising, or Withdrawing a Submitted Response**

After the response has been submitted, the contractor may view and/or revise its response by logging into DemandStar. Please take note of the following:

1. PROPOSAL SUBMISSION. All proposals shall be submitted by completing and returning all required documents as instructed in Section 2.2.5 of this document. All submittals are required to be electronic and be contained in **one (1) file in TOTAL.** No hard copies will be accepted.
  - a. Upload the proposal including all required information, completed forms, and supporting documentation in the appropriate tabs onto DemandStar by the due date and time.
  - b. Enter zero for the cost on DemandStar (if requested) and select the Submit button at the bottom of the page to send the documents.**
2. REVIEW AND REVISE. In the event the contractor desires to revise a previously submitted response, the contractor may revise the response. If the revisions cannot be completed in a single work session, the contractor should save its progress." Once revisions are complete, the contractor **must resubmit** its corrected response. Please permit adequate time to revise and then resubmit the response. Please note submission is not instantaneous and may be affected by several events, such as the contractor temporarily losing a connection to the Internet.
3. WITHDRAW. A contractor may withdraw the proposal by removing all documents from DemandStar prior to the deadline. In the event a contractor desires to withdraw its response after the closing date and time, the contractor must submit a request in writing to the Issuing Officer.

#### **2.2.5 Proposal Format/Evaluation Criteria**

Proposers shall include the following information in their written response document.

- Sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page.
- Submit packages in the format outlined below.
- Submittals should be concise and provide only the information requested. Additional data will not be considered.

**Title Page:**

Title Page shall show the request for proposal's subject, title, and proposal number; the firm's name; the name, address, and telephone number of a contact person; and the date of the proposal.

**Tab 1 - Table of Contents:**

The Table of Contents shall provide a listing of all major topics, their associated section number, and the starting page.

**Tab 2 – Cover Letter:**

Provide a statement indicating the contractor's desire to be considered for the project signed by a principal of the firm. Include a summary statement explaining how the firm is qualified for the project and detailing the reasons that the firm should be selected.

**Tab 3 – Background and Experience:**

- a. A brief statement on the firm's background, organization, and size.
- b. A written description of 10 years or greater, documented experience of the firm leading Florida Recovery Operations for government organizations.
- c. A written description of 10 years or greater, documented experience of the firm leading Florida Response Operations for government organizations.

**Tab 4 – Organizational Capabilities**

- d. A summation of the firm's current workload and ability to satisfy the City's requirements.
- e. Identification of a person designated to act as primary liaison between the Consultant and the City. In addition, an alternate person must be designated to act in the temporary absence of the primary liaison.
  - i. Include a resume for each of the designees.
- f. If any services are to be subcontracted, then those Consultants (sub-contractors) must be identified. Qualifications of any sub-consultant(s) and resumes of the individual(s) assigned to the projects are to be furnished as part of the submittal.
- g. Resumes of the key staff supporting the firm's competency in doing this type of work and key staff including the Project Manager and other project team professionals.
- h. Include an organizational chart.

**Tab 5 – Financial Grant Experience**

- i. Submit a minimum of a one-page description demonstrating your firm's working knowledge of all applicable grant award eligibility criteria, including but not limited to, 44 CFR, 2 CFR Part 200 (also referred to as "Super Circular"), all the latest editions of FEMA Guidelines including but not limited to:
  - i. FEMA Public Assistance Program and Policy Guide
  - ii. FEMA Individual Assistance Program and Policy Guide
  - iii. FEMA 428 Alternative Public Assistance Program projects,
  - iv. FEMA 406 Hazard Mitigation Funding
  - v. Post-Katrina Emergency Reform Act
  - vi. Hurricane Sandy Recovery Improvement Act
  - vii. Disaster Recovery Reform Act
  - viii. Housing and Urban Development (HUD) regulations,
  - ix. Federal Highway Administration- Emergency Response (FHWA-ER) regulations, and any other applicable local, state, and federal laws, ordinances, statutes, regulations, or requirements.

**Tab 6 – Credentials**

- j. Provide certifications of an Incident Management Team Credentialed Employee Pool specifically:

- i. NIMS ICS All-Hazards Incident Commander (950)
- ii. NIMS ICS All-Hazards Public Information Officer (952)
- iii. NIMS ICS All-Hazards Safety Officer (954)
- iv. NIMS ICS All-Hazards Liaison Officer (956)
- v. NIMS ICS All-Hazards Operations Section Chief (958)
- vi. NIMS ICS All-Hazards Planning Section Chief (962)
- vii. NIMS ICS All-Hazards Logistics Section Chief (967)
- viii. NIMS ICS All-Hazards Finance Administration Section Chief (973)
- k. Certification as a Florida Professional Emergency Manager (FPEM) or a Certified Emergency Manager (CEM) if the firm has such certification.

**Tab 7 – References:**

- l. References from 3 agencies the applicant has contracted with for Recovery Services in the last 10 years.
- m. References from 3 agencies the applicant has contracted with for Response Services in the last 10 years.

**Tab 8 – Minority Owned Business or Women’s Business Enterprise Documentation.**

- n. If applicable, documentation that the vendor is certified by the State of Florida Department of Management Services as a Minority Owned Business or a Women’s Business Enterprise.

**Tab 9 – Cost Work Sheet**

- o. Completed Cost Work Sheet

**Tab 10 - Additional Required Proposal Submittal Forms: (Non-scored)**

- p. Contractor’s General Information Work Sheet
- q. Cone of Silence Form
- r. Contractor’s Code of Ethics
- s. Drug-Free Workplace Form
- t. E-Verify Form
- u. Non-Collusion Affidavit
- v. Lobbying Form
- w. Debarment Form

**3. General Insurance**

This **section** contains general business requirements. By submitting a response, the Contractor is certifying its agreement to comply with all of the identified requirements of this section and that all costs for complying with these general business requirements are included in the Contractor’s submitted pricing.

**3.1. Standard Insurance Requirements**

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City’s review or acceptance of insurance maintained by the Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, and as may be amended from time to time, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, and/or any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

1. Workers' Compensation Insurance & Employer's Liability: The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes, and as may be amended from time to time. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis. Should scope of work performed by the Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.
2. Commercial General Liability Insurance: The Contractor shall agree to maintain Commercial General Liability insurance, issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

3. Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability and Professional Liability Insurance, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability and Business Auto Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall be listed as additional insured and include Contract #202301033 – Emergency Management Recovery/Response Services."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsement shall be attached to the Certificate of Insurance.

4. Business Automobile Liability Insurance: The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the

Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.

5. Professional Liability Insurance: Contractor shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$2,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, the City reserves the right, but is not obligated, to review and request a copy of Contractor's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Contractor warrants that the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Contractor shall agree to purchase a SERP with a minimum reporting period not less than four (4) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.
6. Waiver of Subrogation: By entering into this Contract, the Contractor agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.
7. Deductibles: All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City reserves the right, but is not obligated, to review and request a copy of the bidder's most recent annual report or audited financial statement.

It shall be the responsibility of the Contractor to ensure that all independent contractors and/or sub-contractors comply with the same insurance requirements referenced herein. It will be the responsibility of the contractor to obtain Certificates of Insurance from all independent contractors and subcontractors listing the City as an Additional Insured without the language "when required by written contract". If the contractor, independent contractor and/or subcontractor maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor/independent contractor/subcontractor.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

The City by and through its Risk Management Department reserves the right, but is not obligated, to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better.

A failure on the part of the contractor to execute the contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

**Contractor must review the City's Standard Contract for further details and coverage requirements.**

Within ten (10) business days of award, the awarded contractor must procure the required insurance and provide the City with an executed Certificate of Insurance. Certificates must reference the contract number and the City as the additional Insured party. The Contractor's submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.

#### 4. Proposal Evaluation, Negotiations and Award

All timely proposals will be evaluated in accordance with the following steps. Based on the results of the initial evaluation the City may or may not elect to negotiate technical factors as further described in the eRFP. Once the evaluation process has been completed (and any negotiations the City desires to conduct have occurred), the apparent successful contractor will be required to enter into discussions with the City to resolve any exceptions to the City’s contract. The City will announce the results of the eRFP as described further in Section 6.7 “Public Award Announcement” of this eRFP.

##### 4.1 Administrative/Preliminary Review

First, the proposals will be reviewed by the Issuing Officer to determine the proposal’s compliance with the following requirements:

1. Proposal was submitted by deadline in accordance with Section 2.
2. Meets minimum qualifications.
3. Proposal is complete and contains all required documents.

##### 4.2 Evaluating Proposal Factors

If the contractor’s proposal passes the Administrative/Preliminary Review, the contractor’s proposal will be submitted to the Evaluation Team for evaluation.

###### 4.2.1 Review of Proposals

Procurement Management will review each proposal in detail to determine its compliance with the eRFP requirements. If a proposal fails to meet the minimum qualifications and mandatory requirements, the City will determine if the deviation is material. A material deviation will be cause for rejection of the proposal. An immaterial deviation will be processed as if no deviation had occurred. All proposals which meet the requirements of the minimum qualifications and mandatory requirements are considered “Responsive Proposals” at this point in time and will be scored in accordance with the point allocation in Section 4.3 “Scoring Criteria” of this eRFP.

The contractor will receive a total score at the conclusion of the evaluation of the eRFP Evaluation Factors.

##### 4.3 Evaluation Criteria

The proposal will be scored in the following manner:

Category	Points
Emergency Management Experience	Maximum 25 points
Financial/Grant Management Experience	Maximum 25 points
Organizational Capabilities	Maximum 25 points
Credentials	Maximum 15 points
Minority Business or Women’s Business Enterprise.	Maximum 10 points
<b>Total</b>	<b>Maximum 100 points</b>

##### 4.4 Negotiations of Proposals and/or Cost Factors

The objective of negotiations is to obtain the contractor’s best terms. PLEASE NOTE: NEGOTIATIONS ARE DISCRETIONARY; THEREFORE, THE CITY URGES THE CONTRACTOR (1) TO SUBMIT ITS BEST RESPONSE AND (2) NOT TO ASSUME THE CONTRACTOR WILL BE GRANTED AN OPPORTUNITY TO NEGOTIATE.

###### 4.4.1 Overview of Negotiations

After the Evaluation Team has scored the contractors’ proposals, the City may elect to enter into negotiations with all responsive and responsible contractors or only those contractors identified by the Evaluation Team as being in the competitive range. The competitive range will not be selected arbitrarily, and those contractors

included in the competitive range must have highly scored proposals. The City shall negotiate a contract with the highest scored firm(s) to a compensation, which is fair, competitive and reasonable. Should negotiations with the highest scored firm fail, the City shall terminate negotiations with the highest scored firm and shall begin with the next highest ranked firm. This process will continue by negotiating with the next highest ranked firm until an agreement is reached, there are no qualified firms remaining, or the eRFP has been cancelled.

#### **4.4.2 Negotiation Instructions**

Listed below are the key action items related to negotiations. The City's Negotiation Committee may consist of the City's Evaluation Committee or may be comprised of different people. However, evaluation of proposals or revised proposals shall be completed only by the City's Evaluation Committee.

**1. Negotiation Invitation:** Those contractors identified by the Evaluation Committee to negotiate will be notified and invited to attend negotiations. Contractors will be notified in writing:

- a. the general purpose and scope of the negotiations;
- b. the anticipated schedule for the negotiations; and
- c. the procedures to be followed for negotiations.

**2. Confirmation of Attendance:** Contractors who have been invited to participate in negotiations must confirm attendance.

#### **4.4.3 Competitive Range**

If the City elects to negotiate pursuant to Section 4.4, the City may either (1) elect to negotiate with all responsive and responsible contractors, (2) limit negotiations to those contractors identified within the competitive range, or (3) limit negotiations to the number of contractors with whom the City may reasonably negotiate as defined below. In the event the City elects to limit negotiations to those contractors identified within the competitive range, the City will identify the competitive range by (1) ranking contractors' proposals from highest to lowest and (2) then looking for breaks in the scores such that natural groupings of similar scores may be identified. In the event the City determines the number of responsive and responsible contractors is so great that the City cannot reasonably conduct negotiations (which determination shall be solely at the City's discretion and shall be conclusive), the City may elect to limit negotiations to the top three (3) ranked contractors as determined by the Total Score.

#### **4.4.4 Negotiation Round Completion**

As part of each negotiation, the City may or may not engage in verbal discussions with the contractors. However, whether or not the City engages in verbal discussions, any revisions the contractor elects to make to its response must be submitted in writing via email by the end date and time identified by the Issuing Officer

#### **4.5 Selection and Award**

**The responsive and responsible contractor receiving the highest Scored proposal and with whom the City is able to reach agreement as to contract terms will be selected for award.**

#### **4.6 Site Visits, Samples, and Oral Presentations**

The City reserves the right to conduct site visits or to invite contractors to present their proposal factors/technical solutions to the Evaluation Team. Unless prohibited by federal, state, county, or local laws and/or ordinances, all Contractor requested presentations shall be performed in an in-person meeting. An oral presentation or product demonstration is not a negotiation and Contractors are not permitted to revise their responses as part of the presentation and/or demonstration. Cost information must not be discussed during the oral presentation of the contractor's technical solution. Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request, be returned at the Contractor's expense. Request for the return of samples must be made within thirty (30) days following opening of proposals. Each individual sample must be labeled with Contractor's name, eRFP number, and item number. Failure of Contractor to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the eRFP. Unless otherwise indicated, samples should be delivered to the Procurement Management Department.

#### **4.7 Public Announcement**

The preliminary results of the evaluation(s) will be announced through the public posting of either a Notice to Proceed Negotiation with Contractor(s) or Notice of Intent to Award by the City Clerk's Office. The Notice of Intent to Award ("NOIA") is not notice of an actual contract award; instead, the NOIA is notice of the City's expected contract award(s) pending resolution of the protest process period pursuant to City Code of

Ordinances, Section 35.14. The NOIA (if any) will identify the apparent successful contractor(s), unsuccessful contractor(s), and the reasons why any unsuccessful contractors were not selected for contract award. NO CONTRACTOR SHOULD ASSUME PERSONAL NOTICE OF THE NOTICE OF INTENT TO AWARD (“NOIA”) WILL BE PROVIDED BY THE CITY. INSTEAD, ALL CONTRACTORS SHOULD FREQUENTLY CHECK THE CITY CLERK’S WEBSITE FOR THE POSTING OF THE NOTICE TO PROCEED NEGOTIATION WITH CONTRACTOR(S) AND/OR THE NOIA.

## 5. Payment

To ensure proper payment the awarded Contractor must:

1. The City shall have not less than the allowable time under the Florida Prompt Payment Act, Section 218.70 et seq., Florida Statutes (as amended) to pay for any products and/or services.
2. Invoices must clearly show the description of products and/or services to include the number of each product or line item fulfilled.
3. All invoices must reference the Contract Number as established by the City.
4. Under no circumstance, will interest of any kind be required as payment to the Awarded Contractor.
5. All charges, e.g., set up costs, must be included in the cost proposal. No charges will be allowed unless specified in the eRFP and agreed upon by the City.
6. Any discrepancies noted by the City must be corrected by the Awarded Contractor within 48 hours.
7. The payment amount due on invoices shall not be altered by the City personnel. Once disputed items are resolved, the Awarded Contractor must submit an amended invoice, or a credit memorandum for the disputed amount.
8. The City will not make partial payments on an invoice where there is a dispute.
9. The City will only make payments on authorized transactions.
10. All invoices must be sent to the Project Manager assigned by the City

### Payment by City’s Visa Card Program

The City currently utilizes the State of Florida Visa Program. The awarded Contractor can take advantage of this program and in consideration, receive payment within several days instead Florida Prompt Payment Act NET 25 terms. Any percentage off the quoted bid price for the acceptance of payment by Visa will be taken into account for consideration of the best value to the City. If no percentage is provided in the cost proposal, the City shall assume zero (0) percent discount applies.

## 6. Contract Terms and Conditions

The contract that the City expects to award as a result of this eRFP will be based upon the eRFP, the successful contractor’s final response as accepted by the City, all applicable contract terms and conditions, which can be downloaded from DemandStar and attached as Attachment A – PSL Sample Contract Agreement. The successful contractor’s final response as accepted the City shall mean: the final cost and technical proposals submitted by the awarded contractor and any subsequent revisions to the awarded contractor’s cost and technical proposals and the contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the eRFP, and any other terms deemed necessary by the City, except that no objection or amendment by the contractor to the eRFP requirements or the contract terms and conditions shall be incorporated by reference into the contract unless the City has explicitly accepted the contractor’s objection or amendment in writing.

Please review all City attached documents and attached links prior to submitting a response to this eRFP. Contractors should plan on all express requirements within this eRFP and City attached documents and links contained in this posted solicitation as being included in any award as a result of this eRFP. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the contractors. The City may supplement or revise contract terms and conditions and/or service specific requirements before contract execution.



### **Exception to Contract**

By submitting a proposal, each contractor acknowledges its acceptance of the eRFP specifications, and the contract terms and conditions without change. If a contractor takes exception to a contract provision or Solicitation Requirement, the contractor must state the reason for the exception and state the specific contract language it proposes to include in place of the provision. Any exceptions to the contract must be uploaded and submitted as an attachment to the contractor's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the eRFP.

In the event the contractor is selected for potential award, the contractor will be required to enter into discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within the period of time identified in the schedule of events. Failure to resolve any contractual issues will lead to rejection of the contractor. The City reserves the right to proceed to discussions with the next best ranked contractor.

The City reserves the right to modify the contract to be consistent with the apparent successful offer, and to negotiate other modifications with the apparent successful contractor. Exceptions that materially change the terms or the requirements of the eRFP may be deemed non-responsive by the City, in its sole discretion, and rejected. Contract exceptions which grant the contractor an impermissible competitive advantage, as determined by the City, in its sole discretion, will be rejected. If there is any question whether a particular contract exception would be permissible, the contractor is strongly encouraged to inquire via written question submitted to the Issuing Officer prior to the deadline for submitting written questions as defined by the Schedule of Events.

### **Order of Preference**

In the case of any inconsistency or conflict among the specific provisions of the executed contract (including any amendments accepted by both the City and the Contractor attached hereto), the RFP (including any subsequent addenda and written responses to bidders' questions), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:

- (i) First, by giving preference to the specific provisions of the executed contract.
- (ii) Second, by giving preference to the specific provisions of the eRFP.
- (iii) Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a contractor that have not been explicitly accepted by the City in writing shall not be included in this Contract and shall be given no weight or consideration.

## **8. List of eRFP Attachments**

The following documents make up this eRFP. Please see Section 2.2.2 "eRFP Review" for instructions about how to access the following documents. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

### Project Related Attachments:

- Attachment A – PSL Sample Contract Agreement
- Schedule A – Cost Work Sheet

### Attachment B – Required Forms

- Contractor's General Information Worksheet
- Cone of Silence Form
- Contractor's Code of Ethics Form
- Drug-Free Workplace Form
- E-Verify Form
- Non-Collusion Affidavit

- Lobbying Form
- Debarment Form

\*\*Any documents indicated this eRFP must be returned in the system as a part of the response by the Contractor. Failure to supply the completed document(s) may deem the Bidder as non-responsive.