

**SARASOTA COUNTY GOVERNMENT
REQUEST FOR PROPOSAL #7457GE**

Sarasota County, a political subdivision of the State of Florida will receive proposals from qualified parties authorized to do business in Florida for **Disaster Recovery Services**.

TIME AND DATE DUE: Eight (8) signed copies of the proposal must be received no later than 2:00 p.m., E.T., March 29, 2007. Responses shall be labeled RFP # 7457GE and delivered to Sarasota County Government, Procurement, 1660 Ringling Boulevard, Sarasota, Florida 34236.

The Request For Proposal document will be available beginning March 8, 2007 at:
www.demandstar.com

FOR INFORMATION, CONTACT:
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Sarasota County Government
Procurement
1660 Ringling Boulevard
Sarasota, Florida 34236

**SARASOTA COUNTY
REQUEST FOR PROPOSAL # 7457GE
Disaster Recovery Services**

Introduction

Sarasota County is seeking qualified firms/individuals to provide On Call Disaster Recovery/Restoration services on an "as needed" basis. The County encourages proposals from outside the local Sarasota area and from outside of Florida to ensure we will have availability of service in case a major disaster would disable local vendors' ability to respond. Local vendors are encouraged to propose as the County may have need for services resulting from less catastrophic disasters and these needs would require the immediate response local vendors could provide. Vendors are not guaranteed any work but may be called to do extensive work in case of an event causing major damage to Sarasota County. There may be an occasion to assist with minor damage as well during the contract year.

The County reserves the right to make multiple awards from this RFP.

Term

The term of a resulting solicitation will be two years with the option of extending for three additional one-year periods, pending the approval of both parties.

Scope of Primary Services

Proposers shall have the capabilities of performing some or all of the following services (and include related services in their proposal that are not included in this list):

Roofing	Project Management
Siding	Selective Demolition
HVAC	Reconstruction
Electrical	Roof Structure Shoring-up
Electrical Wiring	Shrink-wrap Building
Plumbing & Heating	Remodeling
Emergency Power	Board Up
Windows and Doors	Damage Containment
Cabinets	Debris Removal
Protection – Security Services	Mold Remediation
Harwood & Vinyl Flooring	Water/Moisture Removal
Carpeting	Hazardous Substance Decontamination
Ceramic/Porcelain Tile	Dehumidification
Drywall, Wallpaper & Plaster	Soot, Odor & Smoke Removal
Re-upholstery	Corrosion Control
Interior & Exterior Painting	Electronic/ Computer Restoration
Temporary Storage	Data/Media Restoration
Pack-itemization, Pack-out	Document Processing
	Document Restoration
	Content Restoration

The successful Proposer will obtain all necessary permits, including but not limited to construction, and environmental permits from the proper agencies that oversee the proposed work, within Federal, State and local regulations. Additionally, insurance, as specified in Attachment A, must be provided prior to commencing any work resulting from this agreement.

Proposers should be knowledgeable in FEMA reimbursement & documentation procedures.

Response Format

Proposers shall submit eight (8) signed copies of their submittal. The response format shall contain a letter of transmittal and the following four (4) tabs with stated information behind each tab. Where specified, the maximum number of pages in each section of the response shall consist of single-sided, 8-1/2" x 11" paper, using 12-point characters. Responses exceeding these limits may be considered non-responsive. The following criteria are listed in descending order of importance.

1. **Report on the Proposer** (maximum 10 pages)
The awarded vendor should have a minimum of three years of experience providing disaster recovery services.
 - a. The history of the Proposer and current resources
 - b. Resumes of the Proposer and any applicable staff
 - c. References for any clients for whom the Proposer may have provided similar services. Include a point of contact for each.

2. **Project Approach** (maximum 10 pages)
Describe, in detail, the proposed strategy for providing the services as listed. We require that local Proposers be able to respond to an emergency in Sarasota County within two hours after being called. Please describe what services can be provided on a 24 hour emergency basis.

3. **Compensation and Fee Schedule** (maximum 5 pages)
Provide a listing of compensation requirements. Include the hourly rates for intended personnel and the proposed mark-up for out-of-pocket expenses and anticipated sub-contracted services.

4. **Additional Information (optional)** (maximum 5 pages)
Provide any additional information that may assist in the evaluation of the proposal.

Award

The County will review all proposals. If additional information is required to properly evaluate the responses, all or some of the proposers may be requested to provide an oral presentation.

Award of this RFP shall be made to the Proposers who, in the sole opinion of the County, best satisfy the needs of Sarasota County.

SARASOTA COUNTY
REQUEST FOR PROPOSAL
GENERAL TERMS & CONDITIONS

1. **QUESTIONS OR CLARIFICATIONS**

Any questions or requests for clarification must be submitted in written form to Sarasota County Procurement. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued to this Request for Proposal, the County will attempt to notify all prospective Proposers who have secured same, however, it shall be the responsibility of each Proposer, prior to submitting their proposal, to contact Sarasota County Procurement at 941-861-5266, to determine if addenda were issued. Any question or request must include the RFP number and title.

2. **SUBMITTAL REQUIREMENTS**

Proposals shall be submitted to Sarasota County Procurement, 1660 Ringling Blvd. Sarasota, Florida, 34236, before the time and date stated on the cover sheet. Any proposals received after the stated time and date may not be considered. The required number of signed proposal copies shall be submitted in one clearly marked sealed package.

3. **LEGAL NAME**

Proposals shall clearly indicate the legal name, address and telephone number of the Proposer (company, firm, partnership, individual). The signatory shall have the authority to bind the Proposer to the submitted proposal.

4. **PROPOSAL EXPENSES**

All proposal preparation expenses are to be borne by the Proposer.

5. **DISCLOSURE**

Upon receipt, responses become "Public Records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes.

6. **RESERVED RIGHTS**

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response received by the first submission date may or may not be rejected by the County, depending on available competition and timely needs of the County.

The County reserves the right to award the contract to a responsible Proposer submitting a responsive proposal, with a resulting negotiated agreement which is most advantageous and in the best interests of the County. The County shall be the sole judge of the proposal, and the resulting negotiated agreement that is in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation, as it deems necessary to determine the ability of any Proposer to perform the work or service requested. The Proposer shall provide information the County deems necessary to make this determination. Such information may include, but shall not be limited to: current financial statements prepared by an independent CPA, verification of equipment and personnel availability, and past performance records.

7. APPLICABLE LAWS

Proposer 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 Sarasota County will apply to any resulting agreement. Any involvement with any Sarasota County procurement shall be in accordance with Sarasota County Procurement Code Ordinance #2003-084.

8. CODE OF ETHICS

With respect to this proposal, if any Proposer violates or is a party to a violation of the State of Florida per Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work or for goods or services for Sarasota County.

9. COLLUSION

By offering a response to this Request for Proposal the Proposer certifies that he/she has not divulged to, discussed or compared his proposal with other Proposers and has not colluded with any other Proposer or parties to this proposal whatsoever. Also, Proposer certifies, and in the case of a joint proposal, each party thereto certifies, as to their own organization that in connection with this proposal:

- a. Any prices and/or data submitted have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Proposer or with any competitor;
- b. Any prices and/or cost data quoted for this proposal have not been knowingly disclosed by the Proposer prior to the scheduled opening directly or indirectly to any competitor;

- c. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition;
- d. The only person or persons interested in this proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this proposal; and
- e. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees or established commercial agencies maintained by the Proposer for the purpose of doing business.

10. SUBCONTRACTING

Contractors shall obtain prior written approval from the County for any subcontractors. A subcontractor shall be considered any individual, partnership or corporation supplying materials or service for work under subcontract to the Contractor.

11. PURCHASING COOPERATIVE

Through a cooperative purchasing agreement, the cities of Longboat Key, North Port, Palmetto, Venice, Bradenton, and Sarasota, the Sarasota County School Board, Sarasota/Manatee Airport Authority, and Sarasota Memorial Hospital may procure against Sarasota County Agreements.

12. DIRECT PURCHASE

The County reserves the right, at its sole option, to issue direct purchase orders for applicable supplies and equipment related to this project.

13. PROPOSAL TERM

The Proposal shall remain in effect for 120 calendar days after the closing date of the Request for Proposals, unless otherwise stipulated in the Proposal.

14. LOBBYING

Proposers, their agents and associates shall not contact or solicit any County Commissioner, County employee, or official regarding this RFP during any phase of this RFP. Failure to comply with this provision may result in disqualification of the Proposer, at the option of the County. Only that individual listed as the contact person or Sarasota County Asset Management shall be contacted.

15. 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 a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases 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.

16. EQUAL EMPLOYMENT OPPORTUNITY

Sarasota County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all prospective Proposers that they will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to participate in response to this advertisement and will not be discriminated against on the grounds of race, color, creed, sex, age or national origin in consideration for an award.

17. AMERICANS WITH DISABILITIES ACT

The Board of County Commissioners of Sarasota County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for the public meetings specified herein (i.e. Information Conference or Proposal Opening), should contact the person named on the first page of this document at least twenty-four (24) hours in advance of the activity.

18. GIS CONSIDERATIONS (Not Applicable)

The County records all land related changes and/or activities in its corporate ESRI ArcGIS 8.x based Geographic Information System (GIS). Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of a project will be provided to the County as a project deliverable for inclusion into the County's GIS, at no additional cost. GIS data files submitted in support of a project must adhere to Sarasota County GIS Standards, and CAD drawings submitted must adhere to Sarasota County CAD Standards. Both standards are available via the County website (www.scgov.net) or may be obtained by contacting the County's Geomatics Service Center at 941-861-6575.

STANDARD INSURANCE SPECIFICATIONS

A. INSURANCE

Before performing any contract work, CONTRACTOR shall procure and maintain, during the life of the contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the COUNTY and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A- Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by COUNTY Risk Management.

1. **WORKERS' COMPENSATION:** CONTRACTOR will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this contract, as required under Florida Statutes, Chapter 440, including, if applicable, coverage for the Jones Act and Longshoremen and Harbormasters Exposures, AND Employer's Liability with limits of not less than \$100,000 per employee per accident, \$500,000 disease aggregate, and \$100,000 per employee per disease.

For CONSTRUCTION CONTRACTS ONLY add the below paragraph to Workers' Compensation requirements:

In the event the CONTRACTOR sublets any part or parts of its contract work to a sub-contractor(s), all of the employees of the CONTRACTOR and sub-contractors engaged on contract work shall be deemed to be employed in one and the same business, and the CONTRACTOR shall be liable for, and shall secure, Workers' Compensation coverage for all such employees, except for employees of a sub-contractor who has secured its own Workers' Compensation coverage. The CONTRACTOR must require all sub-contractors to provide evidence of Workers' Compensation insurance or the "Purged Notice of Election to be Exempt." In the event the CONTRACTOR has "leased" employees, the CONTRACTOR or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, and the CONTRACTOR must be the named insured. All documentation must be provided to COUNTY Risk Management, 1660 Ringling Blvd., 3rd Floor, Sarasota, FL 34236.

2. **COMMERCIAL GENERAL LIABILITY:** Including but not limited to bodily injury, property damage, contractual, products and completed operations, watercraft, if under twenty-six (26) feet and Ocean Marine if over, and personal injury with limits of not less than \$500,000 per occurrence, \$500,000 aggregate covering all work performed under this contract.

3. **AUTOMOBILE LIABILITY:** Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$500,000 combined single limit covering all work performed under this contract.
4. **UMBRELLA LIABILITY:** With limits of not less than \$1,000,000 per occurrence covering all work performed under this contract.
5. **HAZARDOUS MATERIALS INSURANCE:** For the purpose of this section, the term "hazardous materials" includes all materials and substances that are now designated or defined as hazardous by Florida or Federal law or by the rules or regulations of Florida or any Federal Agency. If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this contract, no further work is to be performed in the area of the hazardous material until COUNTY Risk Management has been consulted as to the potential need to procure and maintain any or all of the following coverage through an addendum to the contract:
 - a. **CONTRACTORS POLLUTION LIABILITY** – For sudden and gradual occurrences and in an amount no less than \$1,000,000 per claim and \$1,000,000 in the aggregate arising out of work performed under this contract, including but not limited to, all hazardous materials identified under the contract.
 - b. **ASBESTOS LIABILITY** – For sudden and gradual occurrences and in an amount no less than \$1,000,000 per claim and \$1,000,000 in the aggregate arising out of work performed under this contract.
 - c. **DISPOSAL** – When applicable, the CONTRACTOR shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance, covering liability for sudden and accidental occurrences in an amount not less than \$3,000,000 per claim and \$3,000,000 in the aggregate and shall include liability for non-sudden occurrences in an amount not less than \$6,000,000 per claim and \$6,000,000 in the aggregate.
 - d. **HAZARDOUS WASTE TRANSPORTATION** – When applicable, the CONTRACTOR shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials with an amount not less than \$1,000,000 annual aggregate and provide a valid EPA identification number.

*****Note: CERTIFICATES OF INSURANCE shall clearly state the hazardous material exposure work being performed under the contract.*****

6. **BUILDERS' RISK – PROPERTY COVERAGE:** When applicable (none required on projects below \$25,000), a special form coverage shall include, but not be limited to:
 - a. Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project
 - b. Theft coverage
 - c. Waiver of Occupancy Clause endorsement, which will enable the County to occupy the facility under construction/renovation during such activity
 - d. Limits of insurance to equal 100% of the insurable completed contract amount of such addition(s), building(s) or structure(s), on an agreed amount/replacement cost basis, and
 - e. Maximum deductible clause of \$10,000 each claim
7. **BUILDERS' RISK – INSTALLATION COVERAGE:** For installation, CONTRACTOR must provide Builders' Risk installation coverage to include coverage for materials stored at the project site, property while in transit, and property stored at a temporary location for the amount of materials involved in this contract.
8. **PROFESSIONAL LIABILITY:** With limits of not less than \$1,000,000 for professional services rendered in accordance with this contract. The CONSULTANT shall maintain such insurance for at least two (2) years from the termination of this contract and during this two (2) year period the CONSULTANT shall use his best efforts to ensure that there is no change of the retroactive date on this insurance coverage. If there is a change that reduces or restricts the coverage carried during the contract, the CONSULTANT shall notify COUNTY Risk Management within thirty (30) days of the change.

B. POLICY FORM

1. All policies required by this contract, with the exception of Professional Liability and Workers' Compensation, or unless specific approval is given by COUNTY Risk Management, are to be written on an occurrence basis, shall name the County of Sarasota, its Commissioners, Officers, Agents, Employees and Volunteers as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Professional Liability and Workers' Compensation, shall agree to waive all rights of subrogation against the County of Sarasota, its Commissioners, Officers, Agents, Employees or Volunteers.

2. Insurance requirements itemized in this contract and required of the CONTRACTOR shall be provided on behalf of all sub-contractors to cover their operations performed under this contract. The CONTRACTOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
3. Each insurance policy required by this contract shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability
 - b. Be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to COUNTY Risk Management.
4. The COUNTY of Sarasota shall retain the right to review, at any time, coverage, form, and amount of insurance.
5. The procuring of required policies of insurance shall not be construed to limit CONTRACTOR'S liability nor to fulfill the indemnification provisions and requirements of this contract.
6. The CONTRACTOR shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not Sarasota County is a named insured under the policy.
7. Claims Made Policies will be accepted for Professional Liability, Workers' Compensation and Hazardous Materials, and such other risks as are authorized by COUNTY Risk Management. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the CONTRACTOR agrees to purchase the extended reporting period on cancellation or termination unless a new policy is effected with a retroactive date, including at least the last policy year.
8. Certificates of Insurance evidencing Claims Made or Occurrence Form Coverage and conditions to this Contract are to be furnished to Sarasota County Risk Management (1660 Ringling Boulevard, 3rd Floor, Sarasota, FL 34236) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract, when applicable. All insurance certificates shall be received by COUNTY Risk Management before the CONTRACTOR will be allowed to commence or continue work.

9. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Contract, shall be provided to the CONTRACTOR'S/ SUB-CONTRACTOR'S/CONSULTANT'S insurance company and COUNTY Risk Management as soon as practicable after notice to the insured.

C. INDEMNIFICATION

1. For **CONTRACTOR Contracts**: The CONTRACTOR shall pay on behalf of or indemnify and hold harmless the COUNTY, its Commissioners, Officers, Employees, Agents and Volunteers from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, omission or default of the CONTRACTOR arising out of or in any way connected with the CONTRACTOR'S (or Contractor's Officers, Employees, Agents, Volunteers and Sub-contractors, if any) performance or failure to perform under the terms of this contract (this section of the contract will extend beyond the term of the contract).
2. For **CONSTRUCTION Contracts**: Pursuant to F.S.S. 725.06(2), the CONTRACTOR shall indemnify and hold harmless the COUNTY, its Officers and Employees from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness or intentional wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of the contract.

For those applicable Contracts/Agreements where insurance coverage is required, the Certificate of Insurance should include the following:

❖ **In the "Description of Operations/Special Provisions" section:**

- ◆ The County of Sarasota, its Commissioners, Officers, Agents, Employees and Volunteers are named as an additional insured, as their interests may appear on all policies except Professional Liability and Workers' Compensation. Waiver of subrogation in favor of County of Sarasota, its Commissioners, Officers, Agents, Employees or Volunteers on all policies except Professional Liability and Workers Compensation.

❖ **In the "Certificate Holder" section:**

Sarasota County Government
Attn: Risk Management
1660 Ringling Blvd.
Sarasota, FL 34236