

**BOARD OF COUNTY COMMISSIONERS,
HOLMES COUNTY, FLORIDA
REQUEST FOR PROPOSAL
For
EMERGENCY MANAGEMENT SERVICES
RFP NO: RFP 25-57**

Introduction – Section 1

PURPOSE:

The County has issued this Request for Proposals (RFP) with the sole purpose and intent of obtaining proposals from interested and qualified Proposers offering to provide emergency management consulting services in accordance with the specifications stated herein.

Scope of Work – Section 2

2.1 Scope Introduction

Holmes County is soliciting submittals from qualified consultants with expertise in emergency management, disaster recovery and grant management. If requested, the selected consultant (the "Consultant") shall be responsible for assisting the county in any single or any combination of the five Mission Areas of Emergency Management (prevention, protection, mitigation, response, and recovery) that are inclusive of but not limited to managing and monitoring flooding mitigation efforts, preparing Project Worksheets and Detailed Damage Inspection Reports, debris monitoring, preparing mitigation, or other grant program applications, updating or developing emergency management plans, policies, and procedures, staff augmentation to include, but not be limited to Emergency Operations Center (EOC) support, sheltering, logistics, assisting with management of acquisition projects, monitoring construction projects, preparing and reviewing design documents, consulting with agencies to assure compliance with the federal programs as well as other applicable response, planning, recovery, and mitigation activities. The Consultant will provide project management services at a negotiated price. In addition to having knowledge and experience in state and federal grant elements, the Consultant shall also have the ability and experience in conducting federal and State of Florida agency consultations, review of construction (engineering) plans, Project Worksheet and Detailed Damage Inspection Report Preparation, and Grant Closeout reporting.

The Consultant will be responsible for preparing and ensuring that all close out paperwork is properly submitted to the appropriate agencies throughout the life of the projects as required. The Consultant shall have demonstrated experience and expertise in the public facilitation process to assist the public in meaningful participation in disaster recovery programs and the various mitigation and other grant processes. The Consultant should have skills and experience in successful public outreach and participation techniques, to include facilitating and conducting public workshops, individual and group meetings with interested homeowners, liaison with state and federal officials, reporting at Board of County Commission meetings and presenting information as needed. The Consultant should have staff members and/or sub-consultants with experience and qualifications in grant management, engineering design review, and federal and state regulatory compliance.

2.2 Scope of Work Summary

State and Federal Grant Assistance

Services will consist of providing individuals with working knowledge of roads and bridges, utility infrastructure, debris removal and disposal, environmental and historic compliance, insurance, and cost estimating. These individuals shall have experience with related functions in support of disaster damage assessment and assistance programs of FEMA as well as through the State of Florida.

A number of mitigation grants can fund mitigation measures to protect public or private property, as long as they are in compliance with the program's guidelines. FEMA defines hazard mitigation as an

action intended to reduce repetitive losses from future natural disasters. In this context, "repetitive" refers to similar types of losses caused by a recurring natural hazard. The term "losses" refers to expenditures for the repair or replacement of public and private property, and for the relief of personal loss or other hardship.

This effort involves writing a grant for federal funds, administered by the state, as well as grant programs that originate at the state, for the purpose of preventing future losses of lives and damage to property due to disasters and providing funds for previously identified mitigation measures that benefit the disaster area; coordination with Holmes County, Local Mitigation Strategy (LMS) Chair and Florida Division of Emergency Management.

Debris Monitoring

Debris monitors must meet the minimum requirements for the respective designation. The monitors must have experience and expertise in debris operations and eligibility for all federal debris programs. Whenever possible, the hiring of local workers for employment as debris monitors is preferable.

Development/Revision of Plans

The Consultant may be responsible for the revision of existing plans, policies, and procedures or the development of new policies, plans, or procedures directly or indirectly related to emergency management.

Documentation and Reporting

The Consultant is responsible for providing and gathering supporting documentation for FEMA projects and completing documentation required to receive reimbursement. Such responsibility includes, but is not limited to, processing Requests for Reimbursement, preparing Summaries of Documentation, preparing quarterly reports, perform Small Project Validation, and assist with hazard mitigation process requirements, providing a Closeout Project Worksheet, Request for Final Inspection, and tracking and compiling category Z (administrative costs) for reimbursement.

Conducting Exercises

The Consultant should be able to coordinate, design, and develop all types of exercises to include, but not be limited to, tabletop, workshops, functional/command post, and full-scale exercises. The Consultant may provide important training and exercises in one or more of the five mission areas, which are prevention, protection, mitigation, response, and recovery. The Consultant will assess the exercise performance and provide professional evaluation through the development of After-Action Reports/Improvement Plans. All exercises are to be developed, conducted, and evaluated following the Homeland Security Exercise Evaluation Program (HSEEP) and staff assigned to any exercises must be experienced HSEEP practitioners.

Electronic clearinghouse for Category Z, Documentation, Data and requests.

The Consultant shall provide and maintain all documentation, relevant data and funds associated with eligibility within multiple grant sources, and the costs associated with administering the various programs. In accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by grant sources, have the capability to demonstrate direct connectivity with state-level electronic management systems.

In addition, as needed Consultant should be able to meet all of the County's needs including, but not limited to, the following:

- Provide debris management and monitoring services for current and/or future disasters.
- Prepare Project Worksheet Closeout packages for current and/or future disasters.
- Provide any and all emergency planning, disaster recovery, and mitigation planning and program management services required by the County.
- Work with homeowners and local government staff to prepare timely grant applications.
- Conduct public and individual meetings to assist homeowners with the program requirements.
- Coordinate with the State and Federal Agencies.
- Comply with all grant program mandates and documentation requirements.
- Make project eligibility determinations.
- Conduct financial tracking of program funds and homeowner payments.
- Develop and submit quarterly progress reports to the County and State.
- Provide in-progress reviews as required to keep the County informed on project progress.
- Assist and facilitate local government staff with the federal reimbursement and grant management processes.
- Other planning, training, exercise, and staff augmentation services to include, but not be limited to EOC support, sheltering, logistics, etc.

2.3 Qualifications

The Consultant shall be a full-service firm with a very high degree of professionalism and significant experience with these services.

It is preferred that the Consultant have comprehensive knowledge of Long-Term Community Recovery Planning.

It is preferred that the Consultant have experience working with FEMA Public Assistance Staff following a Presidentially Declared Major Disaster.

It is preferred that the Consultant provided staff augmentation be compliant with the National Incident Management System and/or the National Qualification System.

Submittal Requirements – Section 3

3.1 General Requirements

The purpose of the proposal is to demonstrate the qualifications, competence, capacity, and methodology of the proposers seeking to provide the services in conformity with the requirements of this RFP. The proposal should demonstrate the combined qualifications of the proposer and of the particular staff to be assigned to this engagement.

While the proposal shall address all the points outlined in the RFP, it should also specify an approach that will meet the RFP requirements. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the RFP requirements.

3.2 Format Requirements

The County requires a uniform format to ensure that all proposals are fairly evaluated. Proposals shall be organized as outlined below and shall include the information specified.

Proposers shall include the following information in their submittals responsive to this RFP. The following format and sequence should be followed in order to provide consistency in responses and to ensure each proposal receives full consideration.

Tab 1: INTRODUCTION LETTER

Provide an introduction letter introducing proposer, including corporate name (if applicable), address, telephone number, email of principal officer, number of years in business, and size of staff. Briefly state that proposer fully understands the scope of services, possesses the capacity and ability to perform said services, and will make a positive commitment to perform the services as described herein. The introduction letter shall be signed by an individual authorized to bind proposer.

Tab 2: QUALIFICATIONS OF PROPOSER/RELEVANT EXPERIENCE

Proposers are required to provide detailed qualifications and relevant experience that directly align with the specific scope of services outlined in this solicitation. Submissions should clearly demonstrate each proposer's expertise and past performance in projects similar in nature, size, and complexity to the services requested. Please include examples of previous work, key personnel qualifications, and any other pertinent information that supports your ability to successfully fulfill the requirements of this RFP. The evaluation will place significant emphasis on how well your qualifications and experience match the specific needs of this project.

Tab 3: REFERENCES

Provide references for projects in which you provided services similar in scope and nature to those required by this RFP. These references must include, at a minimum: name of company or entity, contact person, address, email, and telephone number. References shall include the general description of the services and contract dates. Letters of commendation or recommendation may be included in this section.

Tab 4: POINT BY POINT PROPOSAL SCOPE OF SERVICES/WORK RESPONSE

Tab 5: REQUIRED SUBMITTAL FORMS: Proposers shall submit the required forms listed on the Vendor Questionnaire below. Copies of proposer's support documentation such as licenses, resumes, or certifications and articles of organization may be provided here.

Evaluation Criteria – Section 4

Proposals will be evaluated by an evaluation committee using criteria listed. The following represent the principal selection criteria, which will be considered during the evaluation process. Oral presentations may be requested, upon notification.

The committee may short list no less than three proposers, assuming that three proposals have been received, that it deems to best satisfy the selection criteria. The committee may then conduct interviews and/or require oral presentations from the short-listed proposers. The committee and/or the Holmes County Board of County Commissioners may then conduct interviews and/or require oral presentations from the short-listed proposers.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Qualifications of the Proposer The qualifications, experience, and past performance of the proposer will be judged against the scope of services. The same criteria will be applied to proposed subcontractors which the proposer intends to employ. This includes the ability of the proposer to follow directions in submitting the response to this request.	Points Based	25 (25% of Total)
2.	Proposed Staff Qualifications and Experience The evaluation team will review the resumes of the proposer's proposed staff to determine the level and type of qualifications and experience as it relates to the scope of services. The same criteria will be applied to the personnel of proposed subcontractors which the proposer intends to employ. The information on staff qualifications should include education, training, technical, and project experience, names and contact information of prior employers along with dates of employment, relevant and related experience, job descriptions on current and prior projects, and any applicable certifications. Resumes should include a list of knowledge, skills, and abilities of the individual which qualify that individual for the assigned position that individual will hold.	Points Based	25 (25% of Total)
3.	Project Approach Each proposal will be evaluated on the proposer's project approach. The proposer should submit a project plan which will allow the evaluation team to determine how the proposer will best meet the needs of the County.	Points Based	25 (25% of Total)
4.	References List the names, addresses, and phone number of at least five (5) references for whom the Project Manager's team has provided similar services. Provide a list of services that these references have utilized.	Points Based	20 (20% of Total)
5.	Consultant Fee	Points Based	5 (5% of Total)

Procurement Rules and Information – Section 5

5.1 CONTACT PERSON

David Corbin, Project Director hcc@holmescountyfl.org
Jane Delwo, Administrative Assistant hadmin@holmescountyfl.org
Lt. Barry Lee leeb@holmesem.org
Holmes County Board of County Commissioners
107 E. Virginia Ave. Bonifay, Florida 32425
(850)547-1119

All questions regarding this RFP should be directed to the County's Project Director. Questions shall be submitted no later than 3:00 pm, on Wednesday, November 25, 2025. Questions submitted after that date and time will not be answered.

DIRECTING QUESTIONS TO ANY OTHER STAFF, AGENT, REPRESENTATIVE, OR EMPLOYEE OF THE COUNTY IS PROHIBITED AND WILL RESULT IN SUBMITTAL BEING DISQUALIFIED. The Project Director and County staff will review and answer questions. If applicable, answers citing the question(s) asked but not identifying the questioner will be published on the Holmes County, Florida e-Procurement Portal. Failure to submit requests in writing by the specified time shall not be grounds for a protest. Note: Written requirements in the RFP or its amendments are binding, but any oral communications between you and us are not.

5.2 CALENDAR OF EVENTS

Listed below are the important actions and dates/times by which the actions must be taken or completed. If the County finds it necessary to change any of these dates/times, it will be accomplished by addendum. All listed times are local time in Holmes County, Florida.

Advertised	November 5, 2025 AND November 12, 2025
Pre-Proposal Meeting (Non-Mandatory)	November 12, 2025, 3:00 pm Holmes County Board Room 107 E. Virginia Ave, Bonifay, FL 32425
Last Day for Questions	November 25, 2025, 3:00 pm
RFP Close Date	December 5, 2025, 3:00 pm Holmes County Board Room 107 E. Virginia Ave, Bonifay, FL 32425
Review of Submittals	December 8, 2025, 2:00 pm Holmes County Board Room 107 E. Virginia Ave, Bonifay, FL 32425
Interviews (If Required)	December 9, 2025, 2:00 pm
BCC Award	December 16, 2025, 9:00 am

5.3 Submission of Proposal

Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of proposer's capabilities to satisfy the requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each proposal must be on completeness and clarity of content.

5.4 RFP Opening

Proposals will be accepted until Friday, December 5, 2024, no later than 3:00 pm, and will be opened immediately thereafter.

Proposals are due at the time and date specified. Proposals received late will not be considered and will be marked as LATE.

5.5 Proposal Evaluation

The County will assemble an evaluation committee to evaluate the proposals. The evaluation committee will evaluate and rank the most advantageous proposals and make a recommendation to the County. The evaluation of the proposals will be performed based on the criteria included in this RFP. Each proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the County through written addenda to this RFP. The County reserves the right to award the contract to the proposer submitting the best overall responsive proposal which offers the most advantageous opportunity to the County and is consistent with the evaluation criteria.

As part of the evaluation process, the County may conduct an investigation of references. Submission of a proposal in response to this RFP constitutes acknowledgment of the investigation process and consent to the County's investigation. The County is the sole judge in determining the proposer's qualifications.

5.6 Insurance Requirements

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

Worker's Compensation

Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws, unless the Consultant provides a current Florida Workers Compensation exemption certificate. In addition, the policy must include the following:

- Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
- Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the County with thirty (30) days' written notice of cancellation and/or restriction.

Comprehensive General Liability

Coverage must include:

- \$1,000,000 combined limit per occurrence for bodily injury, personal injury, and property damage.
- Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.
- Additional Insured. The County is to be specifically included as an additional insured.
- Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the County with thirty (30) days' written notice of cancellation and/or restriction.

Comprehensive Automobile Liability

Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:

- \$300,000 combined single limit per accident for bodily injury and property damage.
- Owned Vehicles.
- Hired and Non-Owned Vehicles.
- Employee Non-Ownership.
- Additional Insured. County is to be specifically included as an additional insured.
- Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the County with thirty (30) days' written notice of cancellation and/or restriction.

Professional Liability Coverage must include:

- Minimum limits of \$1,000,000 per occurrence and in the aggregate for claims of malpractice, negligence, and errors and omissions.
- Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the County with thirty (30) days' prior notice of cancellation and/or restriction of coverage by changed exclusion.

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

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

The Insurance Company(ies) shall be authorized to conduct business in the State of Florida. Any risk of loss of completed work on the project, or work in progress on the project shall be borne by the Consultant through the date of contract expiration or termination.

5.7 Cost for Preparing Proposals

The County is not liable for any costs incurred by proposers in responding to this RFP, including those for oral presentations.

5.8 Disposal of Proposals

All proposals become the property of the County and will be a matter of record. The County shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of this proposal will not affect this right.

5.9 Rules for Withdrawal

Proposals may be modified or withdrawn prior to the submission deadline. Modifications and withdrawals shall be made via a published amendment. To modify or to withdraw a proposal, please contact David Corbin, Project Director, Jane Dellwo, Administrative Assistant, or Lt. Barry Lee, via email (listed above within this RFP).

Any submitted proposal shall remain valid for 60 days after the submission date, but the County at its sole discretion may release any proposal.

5.10 Rejection of Proposal

The County reserves the right to accept or reject any proposal as may be deemed necessary by the County to be in its best interest. The County further reserves the right to waive any and all formalities, and reserves the right to reject all nonconforming, unresponsive statements of qualifications. The County reserves the right to reject the proposal of any proposer if the County believes that it would not be in the best interest of the County to make an award to the proposer, because the proposal is not responsive or responsible, or the proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the County.

5.11 Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by proposers as a result of any discussion with any County employee. Only those communications from proposers, which are signed and in writing, will be recognized by the County as duly authorized expressions on behalf of the proposer. Any and all communication with County Commissioners or County staff other than the those listed within this RFP is prohibited during the time of the RFP advertising. Proposers directing questions or communications to anyone other than staff at the Holmes County Office shall be disqualified.

5.12 Sales and Use Tax

The proposer agrees that all applicable federal, state, and local sales and use taxes that are incurred by the proposer are included in the stated proposal price for the project. The County is tax exempt from federal excise and state sales tax.

5.13 Public Entity Crimes

The proposer must sign and complete a Public Entity Crime Sworn Statement as defined under Section 287.133(3)(a), F.S. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a 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 of real property to a public entity, may not be awarded or perform work as a consultant, supplier, or subcontractor, under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

5.14 Drug Free Workplace

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

5.15 Addendums

The County may issue addendums to modify the RFP as deemed appropriate. Addendums and clarification to this RFP will be posted online on the County's e-Procurement portal. The Addendum Acknowledgement shall be submitted via the County's e-Procurement portal with each proposer's submittal responsive to this RFP.

5.16 Notices

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

5.17 Protest

Any person or entity whose proposal is rejected, in whole or in part, or who submits a proposal but is not awarded the contract, may protest such decision. Written notice of intent to file a protest must be submitted to the Purchasing Director or Chief Financial Officer within twenty-four (24) hours after the Board's declaration of its intention with regard to an award. Written protest must be submitted to the Senior Bids and Purchasing Director or Chief Financial Officer within ten calendar days after filing written notice of intent. Each written protest must be accompanied by a protest bond in the form of a certified check, cashier's check or money order made payable to the Holmes County Board of County Commissioners, in an amount equal to 1% of the protestor's proposal received by the County, but in no case less than \$500.00. The condition of the protest bond shall be that, should the protest be determined to be without merit and non-valid, the bond shall be forfeited to the County in its entirety.

5.18 Blackout Period

The period between the beginning of the advertisement for the RFP and the contract award, or any resulting bid protest is resolved, or the solicitation is otherwise canceled is referred to as the Blackout Period. During the Blackout Period, any communication regarding the aforementioned solicitations is prohibited between the proposer (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the County including the County's architect, engineer or their subconsultants, or anyone designated to provide a recommendation to award a particular contract, other than Purchasing Division staff. Each competitive solicitation shall provide notice of the Blackout Period.

Exceptions to the Blackout Period

The Blackout Period shall not apply to:

- A. Communications at any public proceeding or meeting, including pre-proposal conferences, selection committee presentations, or pre-award meetings.
- B. Communications during contract negotiations between designated County employees and the intended contract awardee.
- C. Communication with the Proposer initiated by a Purchasing Division employee following the opening of the solicitation submittals to clarify the Proposer's bid, proposal or intended scope of services.
- D. Communication following the filing of a protest between the protesting party and the Purchasing Division, County Administrator's Office, and County Attorney's Office, during the dispute resolution process.
- E. Purchases exempt from competitive selection, sole source procurements, single source procurements, and emergency procurements, as defined in Holmes County Purchasing Policy and Procedure manual.
- F. Communications with existing Proposers in the performance of existing contracts.

5.19 Indemnifications

The Consultant shall indemnify and save harmless the County, its officers, agents and employees, from all claims, suits or actions at law or equity, damages, losses, and expenses, whether direct or indirect, or consequential, including but not limited to, charges of engineers, attorneys, and other professionals and costs of both defense and appeal, in a court of law or other tribunal, for any reason whatsoever, including but not limited to bodily injury, sickness, disease or death of any person, including employees of the Consultant or any subcontractor, or injury to or destruction of property, including loss of use, which claims are arising out of, related to, connected with, or caused by (a) the Proposer or any subcontractor or supplier of the Consultant, negligent performance or non-performance of the project; (b) noncompliance with federal, state, and local laws and regulations by the Consultant, or any subcontractor of the Consultant; or (c) the failure of the Consultant, or any subcontractor of the Consultant to obtain or renew the insurance coverage's required by the Contract Documents. The provisions of this indemnification agreement shall include all claims made, whether or not caused in part, by any act or omission of the County, its respective officers, agents, or employees, provided the Consultant shall not be required to indemnify the County for the County's own negligence.

5.20 Public Access

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

The Consultant shall comply with the requirements of Florida's Public Records law in accordance with Section 119.0701, Florida Statutes, the Consultant shall (1) Keep and maintain public records required by the public agency to perform the service; (2) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records law or as otherwise provided by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Consultant does not transfer the records to the public agency; and (4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Consultant or keep and maintain public records required by the public agency to perform the service. If the Consultant transfers all public records to the public agency upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information technology system of the public agency.

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

David Corbin, Project Director (Custodian of Records)
Holmes County Board of County Commissioners
107 E. Virginia Ave. Bonifay, Florida 32425
(850)547-1119
hcc@holmescountyfl.org

5.21 Representation

The proposer represents to the County that:

- A. The proposer is properly certified and licensed, is solvent financially, and is experienced in and competent to complete the scope of the proposal.
- B. The proposer is familiar with all federal, state, local, or other regulatory laws, ordinances, and regulations, which in any manner whatsoever, may affect the performance of the project or service requested.

5.22 Unauthorized Aliens

The County prohibits contracting with proposers that knowingly utilize services of unauthorized aliens in the performance of contracts for goods or services with the County. Proposers shall complete and submit the attached Unauthorized Aliens Form with their proposals.

5.23 Identical Tie Proposals

In the event of a tie between identical proposals responsive to this RFP, the Board of County Commissioners shall make the final determination of the award.

5.24 E-Verify

The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed by the Consultant during the term of any contract resulting from award of this RFP to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Consultant to perform work pursuant to the contract.

5.25 Lobbying Prohibition

No funds received pursuant to this contract may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347 Florida Statutes.

5.26 Prohibition Against Considering Social, Political, or Ideological Interests in Government Contracting

Pursuant to §287.05701, Florida Statutes, the County may not request documentation of or consider a proposer's social, political, or ideological interests when determining if the proposer is a responsible proposer. Further, the County may not give preference to a proposer based on the proposer's social, political, or ideological interests.

SECTION 6. CONTENTS OF RFP

This section contains instruction regarding the format of the proposals that are to be submitted.

6.1 Contact for Contract Administration

Proposers shall return the Contact for Contract Administration Form. This shall be the proposer's representative for the day-to-day activities of this contract. The signer shall have the authority to bind the proposer to the submitted proposal.

6.2 Forms

It is MANDATORY that proposers submit the required forms listed BELOW on the **Vendor Questionnaire**.

SECTION 7. TERM OF CONTRACT

The initial term of the contract shall be for a period of two (2) years. The County reserves the right to renew the contract for up to three (3) additional one-year terms, at its sole discretion. The County may terminate this contract at any time, with or without cause, and with or without prior notice, when it is determined to be in the best interest of the County.

SECTION 8. AWARD OF CONTRACT

The County will award this RFP to the MOST responsible, responsive proposer with the best cumulative score that meets the County's needs. Should the total score of two or more proposers end in a tie, the firm with the highest Project Approach score will be awarded the contract. If the Project Approach scores end up in a tie, the Board of County Commissioners will break the tie. In the event the proposer with the best cumulative score is found to be non-responsive, the County may proceed to the responsible, responsive proposer with the next best cumulative score and continue the award process.

SECTION 9. VENDOR QUESTIONNAIRE (ALL RESPONSES REQUIRED)

1. **Proposal Submittal*** Include your RFP response in accordance with Section 3 Submittal Requirements.

2. **Proposal Fee Schedule**

3. **Information Sheet For Transactions and Conveyances / Corporate Identification**

The following information will be provided to the Office of the County Attorney for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

- 3.1 Was this entity created in the State of Florida?*
- ☐ Yes
- ☐ No (In what State was it created? _____)
- 3.2 What kind of entity is it?*
- ☐ "For Profit"
- ☐ "Not for Profit"
- 3.3 Is the entity in good standing?
- ☐ Yes
- ☐ No
- 3.4 Is the entity authorized to transact business in Florida?
- ☐ Yes
- ☐ No

3.5 Florida Department of State Certificate of Authority Document Number*

3.6 Does it use a registered fictitious name?

☐ Yes

☐ No

3.7 Name of Officers:

- President
- Vice President
- Secretary
- Treasurer
- Director
- Other

3.8 Name of entity (as used in Florida)

Spelled exactly as it is registered with the state or federal government.

3.9 Principal Address

Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land.

3.10 FEI/EIN Number

For all instruments to be recorded, taxpayer's identification is needed.

3.11 Name and Title of individual who will sign the instrument on behalf of the entity. (Upon issuance of the Notice of Award, contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Project Director for the County) (Spelled exactly as it would appear on the instrument)

4. Vendor Certification Forms

4.1 Drug Free Workplace Certification

Drug-Free Workplace Certification

Identical tie bids: preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certified that it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tie bids will be followed in none of the tied Consultants have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- A. **Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace specifying the actions that will be taken against employees for violations of such prohibition.**
- B. **Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, available drug counseling, rehabilitation providing employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.**
- C. **Give each employee engaged in providing the commodities of contractual services that are under bid a copy of the statement specified in paragraph #A.**
- D. In the statement specified in paragraph #1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of or pleas of guilty or no contest to, and violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
- E. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

☐ Please confirm

4.2 Contact for Contract Administration*

Please provide the following information for the contact:

- Name _____
- Title _____
- Company Name _____
- Address _____
- Telephone Numbers _____
- Fax Number _____
- Email _____

4.3 Public Entity Crimes (please complete and include with packet)

PUBLIC ENTITY CRIMES

**Sworn Statement Under Section 287.133(3) (a),
Florida Statutes, on Public Entity Crimes**

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths:

This sworn statement is submitted to The Board of County Commissioners Holmes County, Florida by _____ (print name and title) for _____ (print name of entity submitting sworn statement), whose business address is _____ its FEIN is _____, include the Social Security Number of individual signing this sworn statement: _____.

I understand that a “public entity crime” as defined in Paragraph 287.133(l)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to an directly related to the transaction of business with any public entity or with an agency or political; subdivision of any other state or of the United States, including, but not limited to, any bid or contract for good or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that “convicted” or “conviction” as defined in Paragraph 287.133(l) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an “affiliate” as defined in Paragraph 287.133(l) (a) Florida Statutes means:

A predecessor or successor of a person convicted of a public crime; or; an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that “person” as defined in Paragraph 287.133(l) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, \ shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administration Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity Submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]

I understand that the submission of this form to the contracting officer for the Public Entity identified in Paragraph ONE (#1) above is for that Public Entity only, and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the Public Entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two of any change in the information contained in this form.

Consultant Name: _____
By: _____
Its: _____

STATE OF _____ }
 }
_____ COUNTY }

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that the foregoing Public Entity Crimes Statement was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by _____, who is the _____ for _____, and whose name is signed to the foregoing, and who is known to me, and produced government issued identification, acknowledged before me, that being informed of the contents of the conveyance, hereby executed the same voluntarily on the day the same bears date.

I have hereunto set my hand and affixed my official seal this the ____ day of _____ 2025.

Notary Public
My commission expires: _____

4.4 Unauthorized Aliens (please complete and include with packet)

Board of County Commissioners Holmes County, Florida
UNAUTHORIZED ALIENS

Inasmuch as the employment of unauthorized aliens is prohibited by §448.09, Florida Statutes. The County prohibits contracting with firms that knowingly utilize services of unauthorized aliens in the performance of contracts for goods or services with the County. Additionally such firms may not knowingly contract with sub-contractors who utilize the services of unauthorized aliens.

By signing below the bidder swears or affirms that:

His/her company does not knowingly utilize the services of unauthorized aliens in the performance of contracts. The company agrees that the County may conduct random checks of personnel records as they pertain to this issue.

Violation of this requirement may result in immediate termination of the contract. Additionally violation of this requirement may result in the company being prohibited from submitting bids/proposals for County contracts for a period of five years.

Signature

Printed Name

Title

Date

STATE OF _____ }

COUNTY OF _____ }

Sworn to and subscribed before me by means of ____ physical experience or ____ online notarization on this ____ day of _____, 2025.

Notary Public

My Commission Expires: _____

- 4.5 Proof of Registration with State of Florida Division of Corporations (Sunbiz.org)
(please include with packet)

5. Conflict of Interest Disclosure

For purposes of determining any possible conflict of interest, all Consultants must disclose if any Holmes County employee(s), elected official(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

- 5.1 Indicate either "YES" (a County employee, elected official, or agency is also associated with your business), or "NO".*

☐ Yes

☐ No

When equals "Yes"

Give person(s) name(s) and position(s) with your business.
