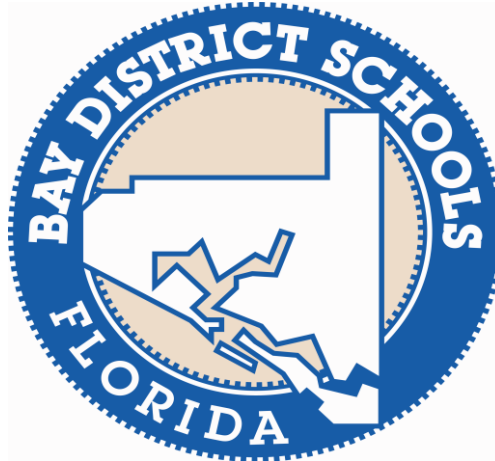


## Request for Proposals



School District of Bay County, Florida  
Purchasing & Contracting Department  
1150 West 17<sup>th</sup> Street  
Panama City, FL 32405

**RFP NO. 19-08**

**RFP TITLE: Disaster Recovery & Mental/Behavioral Supports  
Initiative**

**PURCHASING & CONTRACTING CONTACT**

**Mr. Dan Fuller, (850) 767-4209**

**OPENING DATE**

**March 28, 2019, at 2:00PM CT**

**DELIVER TO:**

THE SCHOOL DISTRICT OF BAY COUNTY  
PURCHASING & CONTRACTING DEPARTMENT  
1150 WEST 17<sup>TH</sup> STREET  
PANAMA CITY, FL 32405

**SEALED PROPOSAL      DO NOT OPEN**

SEALED RFP NO: RFP #19-08

RFP TITLE: Disaster Recovery & Mental/Behavioral Supports  
Initiative

DUE DATE / TIME: March 28, 2019, at 2:00 PM CT

SUBMITTED BY: \_\_\_\_\_

NAME OF FIRM

CONTACT: \_\_\_\_\_

## **Table of Contents**

<b><u>Topic</u></b>	<b><u>Section Number</u></b>	<b><u>Page Number</u></b>
Table of contents		3
Proposal acknowledgement form		4
Notice of proposal	1	5
Instructions to proposer	2	6
General conditions	3	7
Evaluation and award	4	14
Proposal submission	5	15
Scope of services	6	17
Attachments	7	18
a. Public Entity Crimes Certification form		19
b. Drug free Workplace Certification form		21
c. Conflict of Interest Disclosure form		22
d. FEMA Required Clauses		23

**SCHOOL DISTRICT OF BAY COUNTY  
PURCHASING & CONTRACTING DEPARTMENT**

Sealed proposals will be received at:

The School District of Bay County  
Purchasing & Contracting Dept., 1150 West 17<sup>th</sup> Street  
Panama City, FL 32405 until:  
**March 28, 2019, at 2:00 PM CT**

Oral, telephonic (facsimile, telex), electronic (e-mail) or telegraphic proposals are invalid and will not receive consideration. Proposals **POSITIVELY** will not be considered after the time above.

Proposals may not be withdrawn for a period of sixty (60) days from the date of the opening.  
NOTE: VERBAL TABULATIONS WILL NOT BE GIVEN BY TELEPHONE. PLEASE SEND A SELF-ADDRESSED ENVELOPE WITH POSTAGE FOR A MAILED COPY OF THE TABULATION. TABULATIONS ARE ALSO POSTED ON THE VENDORREGISTRY.COM AND PURCHASING WEBSITE AT [WWW.BAY.K12.FL.US/BIDS](http://WWW.BAY.K12.FL.US/BIDS) IN THE "AWARDED BIDS & CONTRACTS" SECTION.

**PROPOSAL ACKNOWLEDGEMENT FORM**

---

COMPANY

---

MAILING ADDRESS

---

CITY – STATE – ZIP CODE

---

TELEPHONE NUMBER

FAX NUMBER

E-MAIL ADDRESS

BY: \_\_\_\_\_

NAME – PLEASE PRINT

---

SIGNATURE OF AUTHORIZED VENDOR REPRESENTATIVE

**NOTE:** THIS PROPOSAL IS NOT VALID UNLESS THIS PAGE IS SIGNED ON THE ABOVE LINE BY AUTHORIZED VENDOR REPRESENTATIVE & RETURNED WITH PROPOSAL.

## SECTION 1 - NOTICE OF PROPOSAL

**1.1** This Request for Proposal (RFP) is for the purpose of obtaining responses from qualified firms to provide Disaster Recovery & Mental/Behavioral Supports to assist in determining the District's student support program including, but not limited to, consultation, data collection, professional development and education in accordance with the terms, conditions, and specifications of this RFP. Organization must have minimum of 10 years of experience working in major disasters, mental health and public school systems.

The School District of Bay County (District) is the public school system for Bay County, Florida, with its main office in Panama City. The District employs approximately 3500 employees and 25,000 students. The awarded vendor will provide advice and guidance in developing and implementing a Plan for Recovery. Bay District Schools was severely affected by Hurricane Michael and has left a lasting PTSD impression on all staff, students and parents/guardians. No one in the District was not impacted in some fashion by the destruction in the wake of Hurricane Michael.

### **1.2 Proposal Submission**

Responses should address each of the requirements set forth in this RFP.

**Proposals shall be submitted no later than 2:00 PM Central Time on March 28, 2019 to the following address:**

School District of Bay County  
Purchasing & Contracting Office  
1150 West 17<sup>th</sup> Street  
Panama City, FL 32405-3789

Responses will be publicly opened on March 28, 2019 and proposers will be announced. The public opening will acknowledge receipt of the proposals only; details concerning offering or pricing will not be announced. The responses will then be evaluated per the criteria specified in this RFP. It is anticipated the award will be recommended to the School Board for approval on or about April 9, 2019.

### **1.3 Questions**

For information concerning procedures for responding to this request for proposal or information concerning the scope of services and or requirements, contact only Mr. Dan Fuller, GM for Purchasing, Contracting, & Materials Management, School District of Bay County, Purchasing & Contracting Department, 1150 West 17<sup>th</sup> Street, Panama City, FL 32405-3789, phone: 850-767-4209; fax: 850-872-7752; email: [fulled@bay.k12.fl.us](mailto:fulled@bay.k12.fl.us). Such contact is to be for clarification purposes only.

**During the period from the issue date of the RFP through the date of award approval by the Board, proposers should limit contact with the District to Mr. Fuller. Contacting other District employees or School Board Members could result in rejection of proposal.**

School Board Policy, Chapter 6, Section IV, paragraph H: Lobbying School Board members or District personnel may result in rejection/disqualification of said solicitation. For purposes of this policy, "lobbying" is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation and all other groups who seek to influence the governmental decision of a Board member or District personnel after the release of the solicitation and prior to time that an award recommendation is posted. Communications with the Purchasing Department regarding clarifications of solicitation terms, conditions, or specifications will not be considered as "lobbying".

#### 1.4 Addenda

Revisions which modify the RFP documents, by addition, deletions, clarifications or corrections will be issued in writing prior to the opening of proposals.

Addenda will be posted on the Purchasing & Contracting Department website and VendorRegistry.com at <http://www.bay.k12.fl.us/bids>. Proposer, in turn, shall acknowledge receipt of the addendum by statement of the addendum number and the date of issuance in the submittal of his/her bid. The District will not be responsible for any interpretation, other than those transmitted by addendum to the RFP, made or given prior to the bid award. The Proposer is responsible for verifying they have received all RFP Addenda.

#### 1.5 Timeline

The District intends to use the following schedule for proposal processing:

RFP publication date	March 7, 2019
Questions due to Purchasing	March 15, 2019
Proposals due no later than 2pm CT	March 28, 2019 2pm CT
Evaluation by committee, Proposer Interviews (if Necessary)	March 29 through April 3, 2019
Award recommendation	on or about April 4, 2019
Board Approval Date	on or about April 9, 2019 1pm CT

### SECTION 2.0 - INSTRUCTIONS TO PROPOSER

**2.1** All proposals must be received in the District Purchasing Office, 1150 West 17<sup>th</sup> Street, Panama City, FL 32405 no later than 2:00 PM CT, on March 28, 2019. It is the sole responsibility of the proposer to assure that their proposal is so delivered.

**2.2** Any proposal received after the stated time and date will not be considered and will be returned unopened to the proposer(s).

**2.3** One manually signed original and five (5) photocopies, and one copy in electronic format on CD, or, USB drive, of the proposal must be sealed in one package and clearly labeled **“Disaster Recovery & Mental/Behavioral Supports Initiative, RFP No. 19-08, due at 2:00pm CT, March 28, 2019”** on the outside of the package. Use the label provided on page 2 to mark the proposal package. The Proposal Acknowledgement Form, and all certifications contained herein must be signed and submitted with the proposal. The legal name, address, proposer’s contact person, and telephone number must also be clearly annotated on the outside of the package.

**2.4** All proposals must be signed by an officer or employee having authority to legally bind the proposer.

**2.5** Any corrections of unit prices must be initialed.

**2.6** Proposer should become familiar with any local conditions which may, in any manner, affect the services required. The proposer is required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.

**2.7** Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of the District.

Proposals may be rejected for reasons that include, but are not limited to, the following:

- The proposal was received after the submission deadline;
- The proposal was not signed by an authorized representative of the vendor;
- The proposal was incomplete or contained significant inconsistencies or inaccuracies,
- The proposal did not contain properly executed required documents and certifications;
- The proposal contained unauthorized amendments, deletions, or contingencies to the requirements of the RFP.

**2.8** Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide the District with the services specified in the proposal.

## **SECTION 3 - GENERAL CONDITIONS**

### **3.1 Errors or Omissions**

If the District determines that a proposal contains a minor irregularity or an error, such as a transposition, extension or footing error in figures that are presented, the District may provide the vendor an opportunity to correct the error. Information that is required to be included in the proposal and is inadvertently omitted shall not be accepted under this error correction provision. All information required to be included in a proposal must be received by the date and time that proposals are due. The District reserves the right to seek clarification from a vendor of any information contained in the proposal.

### **3.2 Deviations or Exceptions**

Deviations or exceptions to the specifications provided in this RFP will not be considered.

### **3.3 Specifications and Conditions**

By submitting a response to this RFP, vendors are acknowledging that they have read the specifications and conditions provided in the RFP and that their proposal is made in accordance with the provisions of such specifications. Vendors further agree to deliver product and services that meet or exceed specifications provided in the RFP should they be awarded a contract for services.

### **3.4 Proposal Modifications**

Requests for modifications of a proposal may be considered if such request is received in writing prior to the date and time of opening. Requests received in accordance with this provision may be granted upon proof of the impossibility to perform based upon an obvious error on the part of the vendor. If a request for modification is not received, a vendor shall be legally responsible for fulfilling all requirements of its proposal if it is accepted.

### **3.5 Prohibition of Gratuities**

By submission of a proposal, a Vendor certifies that no employee of the District has or shall benefit financially or materially from such proposal or subsequent contract. Any contract issued as a result of this RFP may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.

### **3.6 Vendor Research**

The District reserves the right to research any vendor submitting a proposal in response to this RFP to ensure the vendor's ability to perform the services as specified.

### **3.7 Conditions for Acceptance**

Vendors must submit a proposal meeting the requirements of the RFP to include the required attachments and certifications (including, but not limited to: Proposal Acknowledgement Form, Federal Debarment Certification form, Public Entity Crime certification form, Drug Free Workplace certification form, Conflict of Interest Disclosure, and insurance forms) signed by the authorized official. Proposals must be received by the specified date and time and be in the format specified to be considered.

### **3.8 Protest of the RFP**

Request for Proposal specifications were posted on the date noted on the cover sheet. Proposal tabulations with recommended awards will be posted for review by interested parties at the location where bids are opened and will remain posted for a period of 72 hours. Failure to file a protest of either specifications or intended awards within the time described in and in accordance with Section 120.57(3), Florida Statutes and School Board Policies 6.104, or, failure to post bond, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. RFP issue date is **March 7, 2019**. Posting of award recommendation will be on or about **April 9, 2019**.

### **3.9 Indemnification**

The contractor agrees to protect, defend, reimburse, indemnify and hold the District, its agents, employees and elected officers free and harmless at all times from any and all claims, liability, expenses, losses, suits, costs, fines and damages by or damage in connection with contractor's performance under the contract. The contractor will not be responsible to the District for damages resulting out of bodily injury or damages to property which the contractor can establish as being attributable to the sole negligence of the District, its respective agents or employees

### **3.10 Confidentiality**

Response documents related to this procurement process are governed by the Public Records Laws, Chapter 119, Florida Statutes. Information obtained in response to this RFP which is privileged and confidential will not be disclosed. Such privileged and confidential information includes information which, if disclosed might cause harm to the competitive position of the proposer supplying the information. Therefore, all proposers must visibly mark as "Confidential" the parts of their proposal which are considered to contain proprietary information. Any decision whether or not to publicly disclose information marked as confidential in this process rests solely with the District.

Notwithstanding the above, all documents or other materials submitted by proposer, including claimed confidential information, will be open for inspection by any person in accordance with chapter 119, Florida Statutes. If proposer claims any part of same is confidential and exempt from chapter 119, Florida Statutes, proposer shall specify in writing at the time such materials are provided to the District, what materials are confidential and a cite to the statutory or other source of the claim of confidentiality.



If there is a public records request for proposal documents or other materials submitted by-proposer and proposer has claimed certain materials to be confidential and exempt from chapter 119, Florida Statutes, the District will notify proposer in writing that the materials claimed to be confidential and exempt will be produced pursuant to the public records request unless, within 10 calendar days of the date of the written notification, proposer initiates an action in a court of competent jurisdiction to obtain a preliminary injunction prohibiting release of the materials claimed to be confidential and exempt and a judicial declaration that the materials are confidential and exempt from chapter 119, Florida Statutes. Failure to timely initiate the action will be deemed a waiver by proposer of the claim that the materials are confidential and exempt by proposer designating materials as confidential and exempt, proposer agrees to hold Customer harmless from any award to a plaintiff for damages, costs or attorney's fees and for costs and attorney's fees incurred by the District in any action involving the claimed confidential and exempt materials.

- **Student Confidentiality**

The District takes the confidentiality and security of our student information very seriously. The contractor must adhere to the following:

1. To maintain confidentiality of all data.
2. To use the data provided for the specified purpose only.
3. To take all steps reasonably necessary to protect the confidential information and to prevent the confidential information from falling in to the public domain or into the possession of unauthorized persons.
4. Upon termination or end of contract, all data is to be destroyed or returned to the District.
5. To encrypt the Data by SSL or other cryptographic method anytime it is transmitted electronically.

### **3.11 Public Entity Crimes Certification**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid or contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entities, 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. Proposer shall execute the attached form, **Attachment A**.

### **3.12 Drug Free Workplace Certification**

In accordance with Florida Statute 287.087, whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by a school board for the procurement of commodities or contractual services, a reply received from a business which certifies that it has implemented a Drug Free Workplace Program by signing the enclosed Drug Free Workplace Certification Form, shall be given preference in the award process. Proposer shall execute the attached form, **Attachment B**.

### **3.13 Conflict of Interest Disclosure**

Any award there under is subject to provisions of chapter 112, F.S. and School Board Policy 6.3.132 all bidders must disclose – with their bid – the name of any officer, director, or agent who is also an employee of the District School Board of Bay County, Florida. Further, all bidders must disclose the name of any Bay County employee who owns, directly or indirectly, an interest of five percent (5%) or

more in the bidder's firm or any of its branches. Affirmation of such will be by signature on the Conflict of Interest form, **Attachment C**.

### **3.14 Insurance Requirements**

**Within 14-days of notice of award** and before doing any work, contractor(s) shall provide Certificates of Insurance evidencing that the following coverage's are in force. Policies shall remain in force for the duration of the contract period. Any deductibles are subject to final approval by the District.

**Worker's Compensation** – Workers' Compensation shall be maintained as required by Florida Statutes, Chapter 440, and shall also include Employers' Liability coverage with minimum limits of bodily injury by accident, \$100,000; bodily injury by disease, \$500,000 policy limit; bodily injury by disease, \$100,000 per employee.

- **Business Auto Policy** – Contractor shall agree to maintain Business Auto-mobile Liability at a limit of liability not less than \$1,000,000 each occurrence for all 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. Additionally, shall maintain Florida Motor Vehicle No Fault Personal Injury Protection (PIP), including Medical Payments coverage.
- **Commercial General Liability** – Commercial General Liability for public liability during the lifetime of this contract shall have minimum limits of \$5,000,000 per claim, \$5,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the District shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.
- **Professional Liability** – The Contractor shall agree to maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Per Occurrence. Any deductible, or Self-Insured Retention (SIR) is subject to District approval, the District reserves the right, but not the obligation, to review and request a copy of Contractors most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, bidder warrants 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 three (3) years.
- **Public Liability Insurance** – Public Liability Insurance (Comprehensive General Liability Form) shall be maintained against bodily injury, personal injury and property damage in limits of not less than \$1,000,000 per occurrence with a minimum of \$1,000,000 aggregate.

- **Additional Insured Requirements** – Except as to Workers’ Compensation and Employers’ Liability, said Certificate(s) shall clearly state that coverage required by the contract has been endorsed to include the School Board of Bay County, Florida, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its’ Commercial General Liability. The name for the Additional Insured endorsement issued by the insurer shall read School District of Bay County, political subdivision of the State of Florida, its officers, employees and agents. The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the District prior to any adverse changes, cancellation, or non-renewal of coverage there under. Said liability insurance must be acceptable by and approved by the District as to form and types of coverage. In the event that the statutory liability of the District is amended during the term of this agreement to exceed the above limits, the Consultant shall be required, upon thirty (30) days written notice by the District, to provide coverage at least equal to the amended statutory limit of liability of the District.

**Waiver of Subrogation** – Consultant shall agree by entering into this Contract 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 agreement to waive subrogation without an endorsement then bidder shall agree to notify the insurer and request the policy be endorse with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should bidder enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance** – Immediately following notification of the award of this Agreement, Contractor shall agree to deliver to the District a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage’s required by this bid have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (15) day endeavor to notify due to cancellation or non-renewal of coverage.

**Umbrella or Excess Liability** – Consultant may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, or Employer’s 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 Commercial General Liability, Business Auto Liability, or Employer’s Liability. When required by the insurer, or when Umbrella or Excess Liability is written on ‘Non-Follow Form,” the District shall be endorsed as an “Additional Insured.”

**Right to Review** – District, by and through its Risk Management Department, reserves the right, but not the obligation, to review and reject any insurer providing coverage.

**Subcontractors** – It shall be the responsibility of the Consultant to insure that all subcontractors comply with the same insurance requirements referenced above.

### **3.15 Security**

**Finger Printing and Background Check:** The Consultant agrees to comply with all requirements of **Florida Statutes # 1012.465 (Also known as the Jessica Lunsford Act)** by certifying that any/all employees who will be on schools grounds shall/will have completed this **mandatory background screening** as required by the referenced statutes and meet the standards established by the statutes and or meet any/all requirements of the District. These certifications will be provided to the School

District of Bay County, Purchasing Department in advance of the vendor/contractor providing any/all services as required herein.

The Consultant will bear the cost of acquiring the background screening required and any/all fees imposed by the Florida Department of Law Enforcement and or the District to maintain the fingerprints provided with respect to Consultant and its employees.

The Consultant will follow procedures for obtaining employees background screening as established by the School District of Bay County Human Resources Department.

<b>Where:</b>	School District of Bay County 1160 West 17 <sup>th</sup> St Panama City FL 32405-3789
<b>When:</b>	Monday-Thursday, between the hours of 7:30am-4:30pm
<b>Point of Contact:</b>	Kathy Williams @ 850-767-4347

**Firearms & Weapons:** The possession of any/all weapons, firearm and or any other device is strictly prohibited on any/all District properties as per Florida Statutes # 790.115.

**Unauthorized Personnel:** At no time shall Contractor allow any people into the building other than bona fide employees of the contractor. At no time shall contractor allow family members, friends, etc. to be on the grounds or parking lot of the facility during working hours, other than to pick-up or drop-off an employee.

**3.16 Local Preference in Purchasing** IAW Federal Regulations outlined by Federal Emergency Management Agency (FEMA), no local preference may be granted as the District intends to submit for reimbursement by FEMA the costs of this contract.

**3.17** By submitting a proposal, your company is certifying that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria. See Florida Statute 287.135 for further detail and explanation. If your company cannot certify to these representations, but chooses to submit a proposal, it must include a statement covering all of the following items, as applicable: an explanation as to why it cannot certify to these representations; an explanation as to why the company believes it meets the requirements of Florida Statute 287.135(4)(a)1.; and a description of its business operations in Cuba or Syria with an explanation as to why the company believes it meets the requirements of Florida Statute 287.135(4)(a)2.

**3.18** School Board of Bay County reserves the right to waive formalities and to reject any and all bids or to accept any bid or combination of bids deemed to be in the Board's best interest and the decision of the Board will be final.

**3.19 Cancellation/Termination/Funding Out**

In the event any of the provisions of this proposal are violated by the proposer(s), the Superintendent or designee will give written notice to the proposer(s) stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the District for immediate

cancellation. Upon cancellation hereunder, the District may pursue any and all legal remedies as provided herein and by law.

The District, reserves the right to terminate any contract resulting from this RFP, at any time and for any reason, upon giving 30 days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the District will be relieved of all obligations under said contract. The District will only be required to pay to the proposer(s) that amount of the contract actually performed to the date of termination.

The awardee will have the option to terminate the contract upon written notice to the GM of Purchasing, Contracting and Materials Management. Such notice must be received at least 120 days prior to the effective date of termination. Cancellation of contract by awardee may result in removal from bidders/proposer list.

Florida School Laws (Section 1011.14, Florida Statutes) prohibit School Boards from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year to year extension provisions in the agreements.

It is necessary that fiscal funding out provisions be included in all proposals in which the terms are for periods longer than one (1) year. Such prior written notice will state:

- A. That the lack of appropriated funds is the reason for termination, and
- B. Agreement not to replace the services being terminated with services similar to those covered in this proposal from another vendor in the succeeding funding period.

This written notification will thereafter release the School Board of all further obligations in anyway related to the services covered herein”.

The Funding Out statement must be included as part of any agreement. No agreement will be considered that does not include this provision for “funding out”.

### **3.20 Contract/Renewal/Term**

The term of this contract shall be from April 15, 2019 to June 30, 2019 and may by mutual agreement between the District and the awarded vendor(s) be renewable for up to four (4) additional one (1) year periods.

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Contractor fails to perform any aspect of the responsibilities described herein, the District shall provide written notification stating any and all items of noncompliance. The Contractor shall then have seven (7) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action, as approved by the District, has not been taken within the seven (7) consecutive calendar days, the Contract Agreement may be terminated by the District for cause, upon giving seven (7) consecutive calendar days written notice to the Consultant. In addition to the above, the District may terminate the Contract Agreement at any time, without cause, upon thirty (30) days written notice to the Contractor.

All terms and conditions of this RFP, any addenda, and negotiated terms are incorporated into the contract by reference as set forth herein.

### **3.21 Applicability**

Other governmental agencies which qualify under State Board of Education 6A-1.012 and Board of Governors regulation 18.001 may purchase from this bid if approved by the winning contractor.

## **SECTION 4.0 - EVALUATION AND AWARD**

All proposals received by the submission deadline will be reviewed by the Purchasing Department for responsiveness. Responsive proposals, those conforming in all material respects to the solicitation from responsible proposers, firms capable to fully perform contract requirements, will be forwarded to an evaluation committee for review.

**Proposals shall include a price not to exceed (NTE) amount.**

A committee will evaluate and rank proposals. Representatives of the district will evaluate proposals in order to ascertain which proposal best meets the need of the district. Evaluation considerations will include, but are not limited to the following:

1. Responsiveness of the proposal, clearly demonstrating an understanding of the services the system should provide.
2. Compliance with all requirements and guidelines delineated in the RFP.
3. Expertise and experience counselling, PTSD counseling, licensure.
4. Ability to support continuing operations.
5. Pricing structure and total cost to the district.

The District may award to the best initial proposal without further discussion or negotiation; negotiate with the highest ranked proposer; or, allow any number of proposers to make oral presentations. Proposers are advised to provide their best offer with the initial proposal.

The proposal deemed to be most advantageous to the District will be selected. The District reserves the right to negotiate out any unacceptable clauses or restrictions incorporated within an otherwise acceptable proposal. The District reserves the right to further negotiate any proposal, including price with the highest rated proposer. If an agreement cannot be reached with the highest rated Proposer(s), the District reserves the right to negotiate and recommend award to the next highest ranked Proposer or subsequent Proposer(s) until an agreement is reached.

The District reserves the right to reject all proposals and make no award.

The District reserves the right to waive any irregularities and technicalities and may at its sole discretion request clarification or other information to evaluate proposals.

### **Evaluation scoring**

- A. **Understanding of the Task and Proposed Plan (10 Points)** Provide a narrative illustrating your understanding of the task, your specific approach to completing the task, and your ability to organize to perform the work required.
- B. **Company Background (10 Points)** Provide a brief company biography (2 pages maximum)
  1. Years in business
  2. Number of employees
  3. Business focus

4. What makes your firm uniquely qualified to serve the District?
- C. **Account and Project Management (20 Points)**
    1. Provide a detailed resume' for the account manager that will have direct responsibility for the District account. Include resumes for those who will have direct involvement with the project. Resumes should include experience, education, and professional certifications or achievements.
    2. Provide an organizational chart indicating the reporting structure for the account manager. Provide a brief biography of any senior management personnel that may provide support for the account manager.
  - D. **Client list/References (30 points)** Provide a list of at least three (3) clients/references (educational/institutional preferred) for which you have or currently provide similar services to those proposed in this RFP. Include the name, address, contact name, phone number, and email address. These references will be contacted by the District.
  - E. **Legal Actions, Bid Protest/Contact Disputes, Expert Testimony (10 points)** Describe any previous or pending legal suits regarding services provided by your firm in the last five (5) years. Describe any previous bid protest procedures, or contract disputes that your firm has been involved with in the last five (5) years. Describe instances in which your firm has been involved in providing expert testimony relative to provision of similar services. Include your role and the outcome of any of these proceedings.
  - F. **Cost/Rate Schedule (20 points)** Compensation will be on a fee for service, no commission basis. Provide a total cost for providing services described. Also, provide a complete fee schedule and miscellaneous items that will be invoiced. List the level of management and relative fee rate per hour.

To assist evaluators, ensure responses adequately address all requirements. All supporting documentation included for the response should be clearly cross-referenced to the relevant section which it supports in the RFP. If a requirement is not provided by the proposer, the response should be identified as "Not Available."

Proposals will be assigned points by each evaluator; the points from each evaluator will be totaled to determine an overall rating for each proposal. The proposal with the highest total points will be considered the best proposal.

The District reserves the right to negotiate modifications with any proposer as necessary to serve the best interest of the District. In formalizing an agreement, the District will reserve the right to restate and/or renegotiate with the selected proposer pricing additions, deletions, changes, or clarifications of the provisions of this agreement as may be necessitated by law or circumstance.

#### **ORAL PRESENTATIONS (optional)**

It is the intent of the District to award based upon evaluation of written proposals, therefore, proposers are advised to be complete in their response. If necessary, the District may elect to hear oral presentations from no more than the top three (3) ranked respondents. Presentations, if heard, would be scheduled within one week of proposal opening. Proposers will be notified when and where to appear. Proposers must have qualified personnel available for oral presentations upon short notice.

### **SECTION 5 - PROPOSAL SUBMISSION**

**5.1** The original and four (4) copies of each proposal, plus one copy in electronic format on a CD, or, USB drive, must be sealed in one package, and be delivered to the School District of Bay County

Purchasing Office, 1150 West 17<sup>th</sup> Street, Panama City, FL 32405-3789, by 2:00PM CT, **March 28, 2019**. The package is to be clearly labeled **“Disaster Recovery & Mental/Behavioral Supports Initiative, RFP No. 19-08 due at 2:00 PM CT, March 28, 2019.”** Use the label provided on page 2 to mark the outside of the proposal package. Hard copies are to be submitted in 8.5” X 11” three-ring binders tabbed as indicated.

**5.2** In order to maintain comparability and enhance the review process, it is requested that proposals be organized in the manner specified below:

- a. Title Page
- b. Table of contents
- c. Signed Proposal Acknowledgement Form
- d. Required form attachments/declarations.
- e. Prepared response in the manner outlined to address all items in the Scope of Services to include:
  - Section 1: Understanding of Task and Proposed Plan  
Provide a narrative illustrating your understanding of the task, your proposed approach to completing the task, and your ability to organize the components of the Statement of Work to perform the work.
  - Section 2: Description of the Firm’s Qualifications and Background  
A general description of the firm’s qualifications and capabilities.
  - Section 3: Qualifications of Staff  
Qualifications of the firm’s staff who would be performing the work, including information for each individual regarding related work experience, and demonstrated competence and experience performing the contracted work.  
Identify the key individual who would be assigned to this account and describe their role in servicing the account.
  - Section 4: References (Client list)  
Submit a list of at least three (3) current clients (preferably educational/institutional clients) for whom you have or currently provide similar services to those proposed. Include entity’s name, address, contact name, phone number & email address, brief description of the client, brief description of services provided, and the date of original engagement.
  - Section 5: Legal Actions, Bid Protest/Contract Disputes , Expert Testimony  
Describe any previous or pending legal suits regarding services provided by you firm within the last 5 years. Describe any previous bid protest processes, or contract disputes that your firm has been involved with in the last 5 years, include your role and the outcome. Describe circumstances and outcomes of proceedings in which you provided expert testimony.
  - Section 6: Cost Proposal  
Provide a complete cost and fee schedule and miscellaneous items that will be involved. List the level of management and the relative fee rate per hour. Include a breakdown of all miscellaneous billable items, i.e. copy cost, mailing, phone, etc. Specify the contract Not-to-Exceed annual dollar amount. Since this contract will be restricted by District



Fiscal year, include cost for the period April 15-June 30 2019, and annual cost not-to-exceed for July 1, 2019 to June 30, 2020.

**5.3** Guarantee Information – Detail guarantees, if any, that your company would propose to include as a part of this proposal.

**5.4** Sample Contract

## **SECTION 6 - SCOPE OF SERVICES & SPECIFICATIONS**

**6.1 Scope of Work** – The School Board of Bay County Florida requests proposals for the services of a qualified entity to develop and implement a Plan for Recovery to include, but not limited to, a determination of mental health support available in the community, data collection and disaggregation related to impacted personnel and students, intervention training for staff, and a long-term plan for recovery and intervention

A. Consultation:

1. Provide expert consultation services to Bay District Schools with regard to planning, implementing, coordinating and gauging the effectiveness of mental health services in response to Hurricane Michael.
2. Assist DISTRICT in coordinating, developing and implementing a long-term plan to address the mental health needs of students and staff.
3. Provide project general consultation and support to DISTRICT administrative staff (regarding mental health), on an as needed basis.

B. Data Collection:

1. Assist in conducting a psycho-social assessment of DISTRICT staff and students to include, but not limited to, identifying measures, facilitation on data collection methods, staff training and implementation assistance.
2. Conduct a gap analysis of mental health services of DISTRICT and community-based service providers to include, but not limited to, surveying local service providers and coordinating face-to-face meetings with DISTRICT staff and service providers.
3. Expert review of psycho-social assessment data by one or more mental health researchers with findings reported to the district.

C. Professional Development:

1. Consult with DISTRICT on professional development activities to enhance the capacity of adults to address mental health needs of our students and staff after the hurricane.
2. Design a comprehensive, long-term professional development plan to build capacity to support mental health needs district-wide.
3. Provide professional development in core areas of need to DISTRICT staff and locally contracted service providers.

D. Psycho-educational tools for elementary-aged students:

1. Purchase of empirically informed psycho-educational tools for use with elementary-aged students and families after the hurricane.
2. Implementation of accompanying training (if applicable).

## **SECTION 7 - ATTACHMENTS**

7.1 Attachments are in the .pdf file format. Attachments must be printed, signed, and returned as a part of your proposal, as required by the specifications.

Attachments:

- a. Public Entity Crimes Certification form
- b. Drug free Workplace Certification form
- c. Conflict of Interest Disclosure form
- d. FEMA required contract clauses

**ATTACHMENT A**  
**SWORN STATEMENT UNDER SECTION 287.133(3) (A), FLORIDA STATUTES**

**PUBLIC ENTITY CRIMES AFFIDAVIT**

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

This sworn statement is submitted to Bay District Schools by

\_\_\_\_\_ (Print name of entity submitting sworn statement)

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

2. I understand that a “public entity crime” as defined in Paragraph 287.133 of the Florida Statutes, means a violation of any state or Federal law by a person with respect to and 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 goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” is defined by the Statute to mean a finding of guilt or a conviction of a public entity crime, with or without an 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.

4. I understand that an “affiliate” is defined in Section 287.133(1)(a), Florida Statutes, means:  
(A) A predecessor or successor of a person convicted of a public entity crime; or  
(B) 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.

5. I understand that a “person” as defined in Section 287.133(1)(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 applied to bid on contracts 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.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate by placing a check in front of the statement which 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 was 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 was 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 was charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there was a subsequent proceeding before a Hearing Officer of the State of Florida Division of Administrative 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 final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 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 THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO, OF ANY CHANGE AFFECTING THE CORRECTNESS OF THE INFORMATION CONTAINED IN THIS SWORN STATEMENT.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification, and who, after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Signature of Notary Public

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Name of Notary Public

(Seal)

**ATTACHMENT B**

**DRUG FREE WORKPLACE**  
**Section 287.087 Florida Statutes**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids 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 bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. 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 an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Vendor's Signature: \_\_\_\_\_

**ATTACHMENT C**

**CONFLICT OF INTEREST/DISCLOSURE**

Conflict of Interest Disclosure: Florida Statute 112.313 generally prohibits Bay District Schools purchasing agents and officials from doing business with Bay District Schools, except that certain transactions are permitted by Florida Statute 112.313(12), some of which require filing a disclosure with the supervisor of elections that states the Bay District Schools official's interest, or the interest of the official's spouse or child, and the nature of the intended business. Therefore, Bay District Schools requires Proposer/Bidder/Vendor to execute either Section I or Section II hereunder relative to Florida State Statutes 112.313(3) and 112.313(12). Failure to execute either section may result in rejection of this proposal/bid.

**SECTION I**

I hereby certify that (1) no Bay District Schools public officer and no employee of Bay District Schools acting as a purchasing agent, nor the officer's or employee's spouse or child, is an officer, partner, director, or proprietor of Proposer/Bidder/Vendor and (2) no Bay District Schools public officer and no employee acting as a purchasing agent, or the officer's or employee's spouse or child, or any combination of them, directly or indirectly owns 5% or more of the total assets or capital stock of Proposer/Bidder/Vendor. Furthermore, as part of this Proposal/Bid/Sale, no Bay District Schools public officer or employee will be acting in a private capacity or as a director Proposer/Bidder/Vendor to rent, lease, or sell any realty, goods, or services to Bay District Schools.

Signature: \_\_\_\_\_ Company Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Business Address: \_\_\_\_\_  
\_\_\_\_\_

**SECTION II**

The following named Bay District Schools official(s) and/or employee(s), or their spouse or child, is an officer, partner, director, or proprietor of Proposer/Bidder/Vendor or the officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest in Proposer/Bidder/Vendor (owns 5% or more of the total assets or capital stock of Proposer/Bidder/Vendor).

I hereby certify that the named Bay District Schools official(s) and/or employee(s) filed Conflict of Interest Statements with the Bay County Supervisor of Elections prior to proposal/bid opening.

_____	_____	_____
Name	Title or Position	Date of Filing

_____	_____	_____
Name	Title or Position	Date of Filing

Signature: \_\_\_\_\_ Company Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Business Address: \_\_\_\_\_  
\_\_\_\_\_

## **Attachment D**

### **OTHER REQUIRED CONDITIONS**

This is an acknowledgement that FEMA financial assistance will be used to fund any purchases resulting from this bid. The awarded Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives herein.

#### **1. Energy Policy and Conservation Act**

The awarded Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Reference 2 CFR 200 A II (h)

#### **2. Compliance with the Copeland “Anti-Kickback” Act**

- A. Contractor. The awarded Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- B. Subcontracts. The awarded Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Reference 2 CFR 200 A II (d)

#### **3. Compliance with the Contract Work Hours and Safety Standards Act**

- A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard

workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

- C. Withholding for unpaid wages and liquidated damages. The District shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.
- D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

Reference 2 CFR 200 A II (e)

#### **4. Rights to Inventions Made Under a Contract or Agreement**

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

#### **5. Clean Air Act**

- A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. The contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Reference 2 C.F.R. Part 200, Appendix II

#### **6. Federal Water Pollution Control Act**

- A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.



- B. The contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Reference 2 C.F.R. Part 200, Appendix II

## **7. Procurement of Recycled/Recovered Materials**

- A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
  - 1) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - 2) Meeting contract performance requirements; or
  - 3) At a reasonable price.
- B. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

Reference 2 C.F.R. § 200.322

## **8. Compliance with Federal Law, Regulations, and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Reference Financial Services and General Government Appropriations Act, 2015, Pub. L. No. 113-83, Division E, § 724 (2015); DHS Standard Terms and Conditions, v 3.0, II (Dec. 4, 2013).

## **9. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

## **10. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Reference 31 U.S.C. §§ 37293733

## **11. Non-Segregated Facilities**

The Contractor and each subcontractor shall comply with the Certification of Non- segregated Facilities supplied in these Contract Documents and this Certification shall be a part of the Contract Documents. By submission of a RFP, the Bidder and all subcontractors certify that they have familiarized themselves with the certification and that they will comply with the requirements set forth in the Certification.

## **12. Americans with Disabilities Act of 1990 (ADA)**

The Contractor shall ensure compliance with all requirements imposed by ADA, and regulations of the federal government issued there under.

Reference DHS Standard Terms and Conditions, v 3.0, V (Dec. 4, 2013); Standard Form 424D, 10.

## **13. Equal Opportunity**

All eligible businesses, including Small Local Business Enterprises (SLBEs) Disadvantaged Business Enterprises (DBEs) and Women/Minority Business Enterprises (WMBEs) shall be afforded a full opportunity to participate in any award made by the District pursuant to this Request for Proposals and will not be subjected to discrimination on the basis of race, color, sex, or national origin.

The District prohibits any awarded firm awarded a contract, to discriminate on the basis of race, color, religion, sex, national origin, age, or physical handicap.

Through the course of providing services to the District, Contractors shall affirmatively comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as well as all other applicable regulations, guidelines and standards.

Reference 2 CFR 200.321

## **14. Sub-Contractors**

If the awarded Contractor elects to sub-contract with any firm, for any portion of the work, the Contractor shall be responsible for all work performed by any sub-contract and the Contractor shall not be relieved of any obligations under the awarded Contract.

At any time, the District may, at its discretion, require any Respondent to submit all relevant data required to establish to the satisfaction of the District, the reliability and responsibility of the proposed sub-contractors to furnish and perform the work proposed.

Prior to the award of the Contract, the District will notify the Respondent in writing if the District, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-contract. The Respondent then may, at his option, withdraw his RFP Package, or submit an acceptable alternate sub-contractor, at no increase in pricing. If the Respondent fails to submit an acceptable substitute within seven (7) days of the original notification, the District then may disqualify the Respondent from further consideration of award under this RFP.

The District reserves the right to disqualify any Contractor, Sub-Contractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Sub-contractors and other persons and organizations proposed by the Respondent and accepted by the District, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the District.

The awarded contractor shall take the following affirmative steps to ensure minority business, women's business enterprises and labor surplus area firms are used when possible:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- B. Ensuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- E. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- F. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (A) through (E) of this section.

Reference 2 CFR 200.321(b)(6)

### **15. Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Reference 2 CFR 200 A II (j)

### **16. Suspension and Debarment**

- A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by (insert name of sub grantee). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as grantee and name of sub grantee), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Reference Chapter IV, 6.d and 12.a.ix; 2 C.F.R. Part 200, Appendix II, I; DHS Standard Terms and Conditions, v 3.0, X (Dec. 4, 2013)

