



Bay District Schools
1150 West 17th Street
Panama City, FL 32405
850-767-4209

Request For Proposals (RFP)

DUE DATE: Proposals due at 2:00 p.m. Central Time (CT):
January 23, 2020

RFP NO.:
20-04

RELEASE DATE :
Dec 10, 2019

**POSTING DATE FOR AWARD
RECOMMENDATION:.,
(on or about)
Feb 6, 2020**

Bids must be submitted to the Purchasing Department and received **on or before 2:00 p.m. CT** on the date due. Bids may not be withdrawn for 90 days after due date. Faxed bids are not allowed and will not be considered. Only the names of Bidders will be read at bid opening. Bid prices will not be read at bid opening (Florida Statute 119.071 2.)

BID TITLE:

Disaster Mitigation and Remediation Services

SECTION 1, Bidder Acknowledgement

IN ACCORDANCE WITH GENERAL CONDITION 1, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE BID. FAILURE TO PROVIDE THIS DOCUMENT, WITH THE BID, WILL RESULT IN BID BEING CONSIDERED NON-RESPONSIVE.

Bidder's Name and state "Doing Business As", where applicable:

"REMIT TO" ADDRESS FOR PAYMENT: If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. Check this box if address is the same as stated on the left.

Address:

P.O. Address:

City:

State:

Zip Code:

City:

Telephone Number:

State:

Zip Code:

Toll Free Number:

Contact:

Fax Number:

Telephone Number:

E-Mail Address of Authorized Representative:

Toll Free Number:

E-mail Address to Send Purchase Orders:

Fax Number:

Federal Tax Identification Number:

I hereby certify that: I am submitting the following information as my firm's (Bidder) Bid and am authorized by Bidder to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Request for Proposal (RFP) and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms and conditions contained in the Request for Proposal, and any released Addenda and understand that the following are requirements of this RFP and failure to comply will result in disqualification of Bid submitted; Bidder has not divulged, discussed, or compared the Bid with other Bidders and has not colluded with any other Bidder or party to any other Bid; **Bidder, its principals, or their lobbyists have not contacted any School Board Member, the Superintendent nor anyone in the District regarding this RFP except as authorized purchasing department representative identified herein.** Bidder acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this Bid are true and accurate.

I agree that this bid cannot be withdrawn within 90 days from date due.

Signature of Authorized Representative (Manual)

Name of Authorized Representative (Typed or Printed)

Title (Typed or Printed)

Posting of Bid Tabulations: Bid 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 the specifications or intended awards within the time described in and in accordance with Section 120.57(3) Florida Statutes and School Board Policies, or failure to post bond, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Posting will be on about February 11, 2020.

SECTION 2: Submittal Requirements

SUBMITTAL REQUIREMENTS: In order to assure that your bid complies with bid requirements, please verify that the submittals indicated by the below have been submitted.

☐ Bid Bond

☐ Descriptive Literature

☐ Licenses

☐ Manufacturers Authorization

☒ References

☒ Bidder Questionnaire

☐ Other _____

Note: If your firm wishes to not submit a bid in response to the RFP, but remain on our bidder list, please complete and return, via mail or fax, this page of the RFP indicating "No Bid".

**Request for Proposals
Disaster Mitigation and Remediation Services**



**Bay District Schools
Purchasing Department
1150 West 17th Street
Panama City, FL 32405**

RFP NO. 20-04

RFP TITLE

Disaster Mitigation and Remediation Services

PURCHASING CONTACT

**Dan Fuller
General Manager of Procurement, Contracting
And Materials Management
E: fulled@bay.k12.fl.us
P: 850-767-4209**

OPENING DATE

January 23, 2020 at 2:00 PM CT

DELIVER TO: THE SCHOOL BOARD OF BAY COUNTY
PURCHASING DEPARTMENT
1150 WEST 17TH STREET
PANAMA CITY, FL 32405

SEALED PROPOSAL DO NOT OPEN

SEALED RFP NO: RFP #20-04

RFP TITLE: DISASTER MITIGATION AND REMEDIATION SERVICES

DUE DATE/TIME: JAN 23, 2020 AT 2:00 PM CST

SUBMITTED BY: _____
NAME OF COMPANY

Important Dates/Times:

The District will be closed from December 21 – January 6.

RFP 20-04 Release Date	December 10, 2019
RFP 20-04 Questions Due to Purchasing	December 20, 2019 2:00pm
RFP 20-04 Interrogatory Answers	January 8, 2020
RFP 20-04 Proposals Due/Opening	January 23, 2020 2:00pm
RFP 20-04 Recommendation to School Board	February 6, 2020
RFP 20-04 School Board Decision/Award	TBD, 2020 1:00pm



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**BAY DISTRICT SCHOOL
PURCHASING DEPARTMENT**

Sealed proposals shall be received at:

Bay District Schools - Purchasing Department
1150 West 17th Street
Panama City, FL 32405

Until: **January 23, 2020 at 2:00 PM CST**

Any/all oral, telephonic, facsimile, telex, telegraphic, or electronic;

- Proposals **SHALL not** be accepted, or taken into consideration, with all such proposal being declared invalid and non-responsive to the requirements and specifications listed herein.
- Proposals **SHALL not** be considered after the day and time listed herein.
- Proposals **SHALL not** be withdrawn for a period of Ninety (90) days from the date of the opening.

Tabulations **SHALL not** be provided via telephone or mail. All tabulations shall be posted and made available via the Bay District Schools web site @ www.bay.k12.fl.us listed in the Purchasing Department Section under "The Awarded Bids & Contract".

PROPOSAL ACKNOWLEDGEMENT FORM

COMPANY

MAILING ADDRESS

CITY – STATE – ZIP CODE

TELEPHONE NUMBER

FAX NUMBER

E-MAIL ADDRESS

BY: _____

NAME – PLEASE PRINT

SIGNATURE OF AUTHORIZED REPRESENTATIVE

NOTE: THIS PROPOSAL IS NOT VALID UNLESS THIS PAGE IS SIGNED IN INK ON THE ABOVE LINE BY AUTHORIZED REPRESENTATIVE WITH BINDING AUTHORITY & RETURNED WITH PROPOSAL.

1) INTRODUCTION

Definition: The acronym “BDS” is equal to in meaning, has the same definition, intent and use of, in any combination thereof, School Board of Bay County Florida, Bay District School, School Board, and the District as utilized within this bid document and any resulting contracts.

Purpose: The purpose of this solicitation is obtain responses from qualified firms for an optional source of management, supervision, labor, equipment, materials and supplies in provisions of Disaster Mitigation and Remediation Services for the School Board of Bay County, Florida also known as Bay District Schools (reference “BDS”).

BDS is the public school system for Bay County, Florida comprising of twenty-one (21) elementary schools, five (5) middle schools, five (5) high schools, one (1) K-8 school, one (1) K-12 school, one (1) technical center, two (2) alternative schools, and one (1) charter school. One (1) Administrative, (1) one Wellness Clinic, (4) four Support Offices, with an approximate 21,000 full time students attending our school systems on a daily basis.

Proposal Goals: The successful proposer(s) will be able to provide professional, technical services in the preparedness, response, recovery and mitigation phases of any natural or manmade disaster or emergency as required by the School Board of Bay County Florida. Each Proposer should demonstrate proven success in providing the designated services including operations and management, logistical support, construction and technical assistance before, during, or after any potential or actual disaster situations including, tornados, hurricanes, severe weather events, or any other natural or manmade disaster or emergency. Each successful Proposer will be responsible for the performance of all requirements as submitted in their proposal.

Point Of Contact: For information concerning procedures for responding to this bid, or information concerning the scope of services and/or requirements, with all such contact being made **via email only**, to Mr. Dan Fuller, General Manager of Procurement, Contracting and Materials Management, Bay District School Purchasing Department, @ fulled@bay.k12.fl.us

Questions Period: All questions and inquiries concerning this solicitation shall be received via email, no later than **December 20, 2019 @ 2:00 PM CST. Only the question and inquiries received via email shall be reviewed, compiled and responded to. No phone calls shall be accepted before or after this time frame listed herein.** A compilation of all emailed questions, inquiries, with their official responses shall be issued via addendum no later than **January 8, 2020 @ 4:00 PM CST.** It is imperative each Contractor carefully examine all specifications, terms and conditions contained within the solicitation and to fully understand all items hereto. No interpretation of the meaning or contents of the solicitation, no correction of any actual or apparent error, ambiguity, and inconsistency therein, shall be made to any proposer orally, whether technical, procedural or otherwise.

Addenda: It shall be the sole responsibility of the Contractor to insure they have all addenda associated with this solicitation. All addenda shall be posted on BDS website: www.bay.k12.fl.us/bids and only emailed directly to approved Contractors. All addenda shall be acknowledged, requiring signature by an official with binding authority and returned with solicitation, unless instructed otherwise. Failure to acknowledge any issued addenda may

result in rejection of the bid in question. The issuance of a written addendum shall be the only official method by which any points of clarification or additional information shall be issued.

Lobbying: As mandated by School Board Policy, Chapter 6, Section IV, paragraphs (G)-(H): Once a competitive solicitation is released, no bidder or individuals acting on behalf of the bidder shall lobby District personnel or School Board members. The lobbying of School Board members or any District personnel may result in disqualification and rejection 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 referenced point of contact, regarding clarifications of solicitation terms, conditions, or specifications will not be considered as "lobbying".

Acknowledgement of Proposal: By submitting a response to this RFP vendors are acknowledging that they have read the specifications and conditions provided in the RFP and their proposal is made in accordance with the provisions of these specifications and is in full agreement with and shall be legally bound to as required and set herein. Terms and Conditions established by the Federal Emergency Management Agency (FEMA) are non-negotiable and will be a requirement to any award (See Attachment F).

Contract Document: With acceptance of a Request for Proposal from the Contractor, and approval by the Board, a contract will be issued for signatures by all parties to the agreement that will establish all documentation and shall constitute the only complete and binding contract and agreement with the Contractor. Any other documents, forms, notes, verbal discussions or anything that contains terms and conditions contrary to the executed contract shall have no legal binding effect to the District.

2) BID QUALIFICATIONS:

State Licensing Requirements: All corporations seeking to do business with the State of Florida shall, at the time of submitting an offer in response to this RFP, either be on file or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application must be furnished to the District when submitting the offer. The successful Respondent, if any, shall be on file with the Florida Department of State at the time of execution of a contract resulting from this RFP, if any. Similarly partnerships seeking to do business with the State shall, at the time of submitting such an offer, have complied with the applicable provisions of Chapter 620, Florida Statutes. A statement shall be required indicating that the Respondent is a corporation or other legal entity. If subcontractors are used, a statement shall also be required indicating that all subcontractors are registered with the State of Florida in accordance with Chapter 607 or 620, Florida Statutes, providing their corporate charter numbers. For additional information, the Respondent shall contact the Florida Secretary of State's Office at (904) 488-9000.

Qualifications: Only responsible and compliant Proposers, with knowledge and expertise in managing Disaster Mitigation and Remediation services shall be taken into consideration for possible award. Contractor shall have prior experience, of **acceptable and satisfactory performance** from existing and previous contracts of similar scope and size, with no less than

(1M) one million total square feet of serviceable areas per contract in the provision of specified services rendered to school districts, governmental agencies and public entities.

Scope of Work: The successful proposer(s) will be able to demonstrate their abilities to perform the services specified in the applicable Scope(s) of Work (SOW) in order to allow the District to open for normal business as soon as possible, with the least amount of interference after a natural weather event or possible manmade disaster. This will include personnel and staffing levels of sufficient size and with a demonstrable level of expertise and licensing or certifications in the appropriate area of their function.

The successful proposer(s) will be able to demonstrate either adequate levels of appropriate equipment in their inventory, or contracts with equipment providers which guarantee availability in the event of a disaster. This availability must also include inbound logistical resources to transport needed equipment to the site affected by disaster. It is critical to the success of the Proposer(s) to be able to supply the needed equipment for the SOW being performed in a timely manner. The successful Proposer(s) will also have written plans and procedures which show their process for performing the SOW as defined in this RFP. The successful proposer shall have available a wide variety of emergency preparedness, response, recovery and mitigation resources which must be listed within the original Proposal.

The successful Proposer(s) will submit supporting documentation in sufficient detail to fully present their capabilities and experience to the evaluation group for this SOW. This submission will be based on the capabilities of the Proposer as support for the criteria shown in the attached Evaluation Criteria – Table A.

It is anticipated that there will be multiple awardees based on the qualifications submitted by Proposers, and the results of evaluations.

The Successful Respondent, if any, will enter into a contract with the District that provides for the performance of all terms and conditions set forth in this RFP. Non-negotiable terms and conditions (as indicated on Attachment F) must always be performed by the Respondent.

NOTE: The information requested in “Scope of Services” Appendix I shall be as accurate as possible, in turn offering a full description and complete understanding of all requirements listed therein, with any and all such information being a major consideration in the evaluation and award process.

3) GENERAL CONDITIONS:

Cone of Silence: Any Contractor or lobbyist for a Contractor is prohibited from having any communications concerning this solicitation for a competitive procurement with any School Board Member, Superintendent or BDS personnel, after the Purchasing Department releases the solicitation to the general public. This “Cone of Silence” shall go into and remain in effect from the time of the release solicitation until the Contract is awarded by the BDS. All communications regarding this solicitation shall be directed to the designated Purchasing Department point of contact unless so notified otherwise. Any Contractor or lobbyist who violates this provision may result in rejection or disqualification of said solicitation.

Lobbying: 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 School Board Member, Superintendent or BDS personnel after the release of the solicitation and prior to the time that an award recommendation is posted. Communications with the Purchasing Department referenced point of contact regarding clarifications of solicitation terms, requirements, conditions, or specifications, as directed herein will not be considered as “lobbying”.

Prohibition of Gratuities: By submission of a proposal, a Contractor certifies no employee of the BDS has or shall benefit financially or materially from any such proposals and/or subsequent contracts. Any contracts issued as a result of this solicitation may be terminated immediately if its determined gratuities of any kind were offered or received by any of the persons listed herein.

Examination of Documents: Bidders shall assume sole and full responsibility to thoroughly examine said specifications, documents and all other materials referenced herein, conducting visits as may be necessary to thoroughly inform themselves regarding the locations where the services would be performed.

Response: The contents of this solicitation, terms, requirements conditions, and specifications listed herein and awarded response shall be incorporated into a contract agreement to purchase services and shall become legally binding to all the parties involved.

Submissions: Proposals not conforming to the instructions provided are herein subject to rejection or disqualification at the sole discretion of BDS. The Contractor by submitting a proposal indicates acceptance and agreement to all terms, requirements, conditions and at a minimum shall provide and/or represents:

1. All proposals shall be submitted in a sealed envelope or package, clearly labeled as directed.
2. All proposals shall be typed, written and/or signed in ink, utilizing all attached forms where applicable, with all spaces requesting information being completed.
3. All original proposals shall contain a manual signature, in ink, by authorized representative with binding authority, indicating agreement to all provisions and specifications listed herein.
4. **The submitted seal envelope shall contain three (3) hard-copies of the proposal, one (1) original proposal manually signed in ink AND one (1) digital copy on a marked Flash Drive.** All copies, original and digital proposals shall contain all required documentation of the solicitation being submitted.
5. Please note that it is not necessary to return every page of this solicitation with the proposal; return only the pages that require or request information, signatures and back-up documentation.
6. If confidential materials are required to be submitted, the Contractor shall submit such materials via additional Flash Drive. Such confidential materials shall be submitted in a separate sealed envelope labeled with solicitation number, name of Contractor and marked “CONFIDENTIAL”.
7. Neither BDS nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this solicitation. Contractor(s) should prepare their proposals simply and economically, providing a straightforward

and concise description of its ability to meet the requirements of the solicitation.

8. The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be made by strikethrough (~~strikethrough~~) of the incorrect figure(s), writing in of correct figure(s) and initialing of the correction(s) by the originator. Correction fluid or erasure corrected bids will be considered non-responsive for the corrected items only. Also, the use of erasable ink or pencil is not permitted.

Joint Proposal: In the event multiple proposers submit a joint proposal in response to this solicitation, a single proposer shall be identified as the Prime Vendor. If offering a joint proposal, the Prime Vendor shall, at a minimum:

1. Include the name and address of all parties of the joint proposal.
2. Provide all bonding and insurance requirements
3. Execute any Contract, completing any and all required paperwork and signature pages. Only a single contract with one proposal shall be acceptable.
4. Retains overall and complete accountability, to file any or final notices of protest, resolve any and all disputes arising within this contract as described herein.
5. Perform overall contract administration.
6. Preside over other proposers participating or present at District meetings.
7. Oversee preparation of reports and presentations.
8. Prepare and present consolidated invoices for services performed.
9. Agree that BDS shall issue only one check for each consolidated invoice to the Prime Vendor.
10. Remain solely responsible for the performance of specified services listed herein.

Opening: Solicitations will be publicly opened in the Purchasing Department, read aloud and recorded on January 23, 2020, at 2:00 PM CST

Identical/Ties: In accordance with Bay District School Board Policies, Section 6.101, - Identical and/or tie bids, preference shall be given to businesses who have the best performance record or by casting lots (e.g. coin toss). Local Preference is excluded under Federal guidelines.

Protest: Pursuant to Florida Statute: 120.57, Specifications, Tabulations and Recommendations of 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 proper written protest within the time described in accordance with the referenced Statutes and/or failure to post bond, shall constitute a waiver of any such protest proceedings.

Withdrawal: Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn shall constitute an irrevocable offer subject to Board acceptance for a period of ninety (90) days, for the provisions of the specified services to BDS.

Rejection: Pursuant to BDS, Board Policy, Chapter-6 IV and Florida Statue 287-042:1B. The Bay District School Board reserves the right to waive any or all formalities to accept, reject, any/all, bids, proposals, responses, and/or any combinations thereof, while reserving the rights to:

1. Re-advertise for proposals or to bid separately any projects, deemed in the best interest of BDS.
2. Reject all non-conforming proposals.
3. Cancel this solicitation and/or any portions thereof, without penalty.
4. Reject proposals considered to be priced unreasonably low, declare them non-responsive and/or take them into consideration. Determination of "Priced unreasonably low" shall be at the sole discretion of BDS.
5. Reject proposals containing alternative or additional terms, requirements, conditions and specifications or clarifications contradictory to those listed herein.
6. Disqualify any proposal for failure to provide requested attachments, documentation and/or completed forms.

Collusion: The District reserves the right to disqualify bids, upon evidence of collusion with intent to defraud or any illegal practices upon the part of the Contractor. Any or all bids shall be rejected if there is any reason to believe that collusion exists among the Contractors.

Conflict of Interest Disclosure: Pursuant to Chapter 112.313, Title X, Florida Statute and BDS, Board Policy Chapter 6 Section 3.132 - Any/all Contractor(s) shall disclose with their bid the name of any officer, director, or agent who is also an employee of Bay District Schools. Further, all Contractors must disclose the name of any Bay County employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Contractor's firm or any of its branches. Contractor shall execute and fully complete. **Attachment-A: Conflict of Interest Statement** and submit with proposal.

Convicted Vendor: Proposers shall be fully aware of the provision Title XIX, Part 1, 287.133- Section (2)(a) Florida Statutes which reads as follows: "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 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 a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section Title XIX, Part 1, 287.017, Florida Statute, Category two (2) for a period of (36) thirty six months from the date of being placed on the convicted vendor list.

Public Entity Crime: Pursuant to Title XIX, Part 1, 287.017 & 287.133 Florida Statute. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a 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 entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or be a 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 Category Two (2) for a period of 36 months from the date of being placed on the convicted vendor list. Contractor shall execute and fully complete **Attachment-B: Public Entity Crime and submit with proposal.**

Drug Free Workplace Certification: Contractor certifies that it has implemented a Drug Free Workplace Program by signing and submitting the enclosed Drug Free Workplace Certification Form. **Attachment-C: Drug Free Workplace Certification Form**

Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide 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 receive award or perform work as a Contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

Unauthorized/Illegal Aliens: BDS shall consider the employment by any Contractor of unauthorized/illegal aliens in violation of Title XXXI, Chapter 448.09(1) Florida Statute. Such violation shall be cause for immediate termination of contracts. Contractor shall execute and fully complete; Attachment-D: Contractor's Affidavit Concerning Illegal Aliens and submit with proposal.

Debarment: When use of federal funds are involved any/all Contractors and all subcontractors; shall certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. Reference; Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, amended, and 38 USC 4212 – The Vietnam Era Veterans' Readjustment Assistance Act of 1974. Contractor shall execute and fully complete; Attachment-E: Debarment Form and submit with proposal.

Governing Laws and Venue: All legal proceedings brought in connection with this Contract shall only be in the State or Federal court in the State of Florida and within a venue in Bay County, Florida.

Additional Information: BDS reserves the right to request any additional information, after the solicitation opening, to further clarify, explain and confirmation of any information submitted with the proposal.

Clarification: BDS reserves the right to allow for the clarification of questionable entries and the correction of any obvious mistakes.

Special Conditions: In the event any conflict exists between the Special and General Instructions to the Contractor, the Special instructions shall always have precedence.

Unauthorized Sources: Contractor shall be disqualified and proposal rejected who solicit, receive, and utilize unauthorized sources, supplemental instructions and information concerning this solicitation. Any information acquired by any other means than described herein shall be declared inadmissible in the configuration of a responses, proposals, bids, considered in the evaluation process and/or in any and all dispute proceedings.

Misrepresentation: All information submitted are material and important and shall be taken into account when awarding this solicitation. Any misstatement, omission or misrepresentation shall be treated as a fraudulent concealment of true facts as related to the submission of this solicitation. A misrepresentation shall be sufficient grounds to reject or disqualify the proposer from this solicitation, and/or any re-solicitation pertaining to this subject matter and shall be punishable under law, pursuant to Title XLVI, Chapter 817 Florida Statutes.

Interpretations: BDS shall not consider and/or accept any unnecessary information or personal interpretations of any kind in the provisions of the services specified herein. When and if this becomes evident, and regardless of circumstance or situation, BDS shall declare such interpretations “Non-Binding”, in dealing with any and all issues of compliance, non-compliance and/or performance by the Contractor. In such situations, BDS shall only utilize or reference the contract terms and conditions.

Review of Compliance: At any time, when deemed necessary by BDS, BDS may also mandate a complete review and formal assessment of the Contractors abilities in maintaining acceptable levels of service and compliance for the duration and remaining terms set herein.

Travel Responsibility: The District shall not be fiscally responsible for travel to/from lodging to place of work. In the event lodging is not available in the immediate vicinity, the vendor shall chose lodging that affords the most economical location to the work-site and seek written approval. Costs for lodging and per diem shall meet GSA per diem rates. Any deviations from the GSA per diem rate must be requested in writing and approval prior to expenses are incurred. Receipts of actual charges must be provided prior to payment. Costs for any food provided by vendor to their staff must be reduced from total of per diem charges.

4) DEFINITIONS

Aerial Photographs mean 8” X 10” photographic reproduction or 8 ½” X 11” color enlargements of multiple view (usually three (3)) aerial photographs of debris sites for the purpose of documentation and measuring and calculating cubic yards. Printed on each photograph shall be the company name, date, time and name of the location. Picture resolution shall be in enough detail to recognize the area, and content of the subject material and contain reference boundaries for location identification. Digital photographs or film photographs are acceptable, but must be of sufficient resolution to allow enlargements up to an 11” X 14” print size to identify subject location. The photographs are property of the District with unlimited rights of duplication for the purposes of disaster recovery.

Contract Administrator - In this matter BDS’ Contract Administrator will be the Director of Facilities and shall act as the District’s designated liaison with the Respondent.

Contract/Agreement – Means the formal bilateral agreement signed by a representative of the District and the Vendor which incorporates the requirements and conditions listed in this RFP and the Vendor’s proposal.

Contract Manager means the District’s designated representative authorized to provide direction to the Contractor regarding services provided pursuant to this contract.

Contractor means the Monitoring Contractor, whether a corporation, partnership, individual or any combination thereof, and its successors, personal representatives, executors, administrators and assignees.

Emergency means tornados, hurricanes, severe weather events, or any other natural or manmade disaster or emergency as declared by authorized authority.

EOC means Emergency Operations Center

FDEP means the Florida Department of Environmental Protection.

FDOT means the Florida Department of Transportation.

FEMA means the Federal Emergency Management Agency.

FHWA means the Federal Highway Administration. **Notice to Proceed** means the written notice given by the District to the Contractor of the date and time for work to start.

NRCS means the U.S. Department of Agriculture's Natural Resources Conservation Service.

Project Manager means the individual appointed by the Contractor to be the District's primary point-of contact and who is responsible for all services and personnel that are provided by the Contractor pursuant to this RFP and contract.

Proposer means any person, partnership or corporation submitting a timely proposal pursuant to this RFP.

Purchase Order is a written authorization issued by the District to provide services and or commodities.

Respondent/Offerer/Vendor/Contractor - Anyone who submits a timely offer in response to this RFP.

ROW means Right of Way.

SOW means the Scope or Scopes of Work pursuant to the contracted vendor(s).

Successful Proposer(s)/Contractor(s) - The firm or individual who is the recommended recipient of the award of a contract under this RFP (also synonymous with "Contractor", "Payee" and "Vendor"). Multiple awards may be made as a result of this proposal.

Successful Respondent/Contractor - The firm or individual who is the recommended recipient of the award of a contract under this RFP (also synonymous with "Payee", "Offerer", and "Vendor").

District Project Manager - After contract award a liaison from the Facilities department will oversee the Contractor's performance and report as needed to the contract administrator. The Project Manager will vary, but will be identified by the respective Department with the contracted vendor.

Vendor means RFP respondent.

5) REQUIRED OFFER FORMAT

Introduction : The Respondent shall not alter the RFP in any way and shall not reproduce all or any part of the RFP in its offer document. Price sheets and tables are not to be altered. The contract, if any, resulting from this RFP shall attach the entire RFP and incorporate the RFP by reference.

To facilitate analysis of its offer, the Respondent must prepare its offer in accordance with the instructions outlined in this section. If Respondent's offer deviates from these instructions, such offer may, at the District's sole discretion, be REJECTED.

THE DISTRICT EMPHASIZES THAT THE RESPONDENT CONCENTRATE ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT. The Respondent must use sections and tabs that are clearly identified and also must number and label all parts, pages, figures, and tables in its negotiation. Additional tabs may be appended which contain any other pertinent matters that the Respondent wishes BDS to take into consideration in reviewing the offer.

Respondent/Offer Submittal Sections

The Respondent shall organize its offer into the following major sections.

A. EXPERIENCE OF PROPOSER

1. The Proposer shall provide examples of contracts and performance for similar services.
2. The Proposer shall provide a list of client accounts or contracts where similar services were provided, if any, which are in hurricane/severe weather prone areas of the United States.
3. The proposer shall provide a list containing a minimum of three client accounts or contracts which have encompassed a Scope of Work (SOW) or Scope of Service (SOS) similar to the SOS included in this RFP and completed within the last five (5) years. Each contract must include the total contract value. Include the organization, contact name and telephone number, plus length of the service at each client.
4. The Proposer shall provide a list of all client accounts or contracts which have been cancelled or lost through early termination within the last ten (10) years. Include the organization, contact name and telephone number, plus length of the service at each client.

B. QUALIFICATIONS OF PROPOSER

1. The proposer will include all pertinent licenses for the services for which they are submitting.
2. The proposer will include all certifications which are applicable to the proposal for which they are submitting.
3. The proposer shall provide evidence of their insurability in accordance with the requirements of this proposal.

C. STAFFING MATRIX AND OFFICE LOCATIONS

1. The Proposer shall submit a chart of the company's organization and a description of the company structure and chain of ownership to the parent organization and any and

- all subsidiaries. List the total number of employees, including job titles and experience of individuals who will be part of the SOS for this contract.
2. The Proposer shall submit the location of corporate/company main office or headquarters.
 3. The Proposer shall include a list of all locations which will be servicing this level of effort and responding to a disaster at any of the District locations.

D. FINANCIAL STATUS OF PROPOSER

1. The proposer will include a Dun and Bradstreet (D&B) Supplier Qualifier Report for the current calendar of business that covers their operations from January 1, 2016 through a date within 30 days of the submission.
2. The proposer will include D&B Supplier Qualifier Reports on their company for the calendar years 2016, 2017 and 2018.

E. TECHNICAL QUALIFICATIONS OF PROPOSER

1. The proposer will provide Technical Specifications to completely identify their qualifications and how they address the specific items in the SOW for which they are proposing.
2. Technical evaluation will not take any costing information into consideration to determine the technical qualifications or abilities of Proposer(s).

F. PRICING FOR APPLICABLE LABOR

1. The proposer shall furnish documentation with an itemized sheet of all applicable labor categories and rates for regular labor hours.
2. The proposer shall furnish documentation with an itemized sheet of all applicable labor categories and rates for overtime labor hours.
3. The proposer shall include pricing for all items and services which will be billed on a volumetric or a quantity basis. An example will include the cost per square foot for mold removal, as well as cost per cubic foot of water removal from freeze dried manuscripts and artwork. The pricing must be all inclusive, accounting for labor, overhead and profit, as well as any consumables. Each item in the specific scope of service will be addressed to demonstrate the successful proposer(s) understanding and ability to furnish the required service.

G. PRICING FOR APPLICABLE EQUIPMENT

1. The proposer shall include pricing tables for all applicable equipment that would be needed perform the SOW.
2. The proposer shall include the quantities of each applicable piece of applicable equipment that is within the available required delivery time.

H. EQUIPMENT AVAILABILITY

1. The proposer(s) shall identify the equipment which it owns or has pre-existing leasing contracts already in place.
2. All supplemental or additional inventory equipment which would need to be secured by the proposer upon issuance of a work authorization will also be identified.
3. The time to mobilize and deliver any needed equipment will also be stated for each piece of equipment. This information will be used to demonstrate the ability to respond in a timely manner.

6) AWARD:

Intent of Award: It is the intent of BDS to award this solicitation to the most responsive, responsible proposal representing the best value, with sufficient qualifications, references, products and services, which at a minimum meets or exceeds the terms, requirements, conditions and specifications of this solicitation. In determining such representations the following Florida Statutes and definitions shall apply.

FS: 287.012(26): Responsive Vendor: means a vendor that has submitted a bid, or proposal, or reply which conforms in all material respects to the requirements of the solicitation.

FS: 287.012(24): Responsible Vendor - means a vendor who has the capability in all respect to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

FS: 287. 012(4): Best Value - means the highest overall value to the state based on all applicable objected factors including, but are not limited to, price, quality, design and workmanship.

Reference: A formal and verifiable statement concerning a person, entity, firm, or company's qualifications, dependability, integrity, reputation and character.

Awards: Awards shall be made in the best interests of the District, while herein reserving all rights contained in this RFP and shall be subject to the following items:

1. Successful bidder(s) shall be notified via email of intent to make award. Upon the receipt of this notice, **within (7) seven working days,** bidder(s) shall sign and return said notice, indicating acceptance and agreement to respond, per the terms, conditions and specifications of the bid.
2. Bidders may withdraw a bid/proposal at any time prior to the proposal time and date specified herein.
3. The District may reject any or all proposal(s) received.
4. The District may reject any or all non-conforming proposal received.
5. The District may reject any or all proposals received, which have been determined to be unrealistic and/or priced unreasonably low, shall be declared non-responsive and ineligible for consideration, with all such decisions binding and at the sole discretion of BDS.
6. The District may accept or reject any item or group of items unless qualified by Bidder.
7. Bidders shall provide a cost per square foot, or, applicable cost per hour in the provision of services in accordance with bid specifications, terms and conditions. Prices shall be entered on the Bid Sheets.
8. The District may acquire additional quantities at prices quoted, unless the proposal sheets note bid is for the specified quantity only.
9. The District reserves the right to award multiple contracts to multiple contractors, for services specified herein, at the District's sole discretion, as deemed necessary, in its best interest, with the highest score or rated proposals.
10. Solicitation does not commit BDS School Board to make award or be responsible for any cost or expense incurred by any Contractor prior to the execution of a contract agreement.
11. ~~(FW4)~~ Any and all award(s) made as a result of this solicitation shall conform to all

applicable School Board Policies, State Board Rules, and State of Florida Laws and Statutes, and applicable Federal Laws.

12. The District reserves the right to award only a portion of the items and/or services specified listed herein, and/or if it's deemed to be in the District best interest.

Proposal Evaluation Process: This solicitation is part of a competitive procurement process, determining the overall best value serving in the best interest of BDS. An Evaluation Committee, consisting of five (5) appointed BDS personnel, will convene, review and discuss all objective factors of the proposals submitted. The Evaluation Committee will then assign points to each proposal in the evaluation process pursuant to the criteria listed herein, in determining the most advantageous and overall best value to BDS.

1. The Purchasing Department will prepare and submit an agenda item to the Superintendent of Schools and if in agreement will make a recommendation of award to the Board. The School Board will then vote on and issue the final approval to award or reject any such recommendation.
2. When a recommendation is issued to the Board, Company Administrators, Representatives and key personnel shall be recommended to attend the appropriate board meeting in which the recommendation is being presented, in the event a School Board Member may have any questions, concerning this agenda item.

Evaluation Criteria: Proposals meeting qualifications and found to be in compliance with all terms, requirements, conditions and specifications of this solicitation, shall be evaluated and possibly considered for award. The evaluation criteria shall assign and/or deduct points, in units of five (5) points per action and not exceeding the maximums points listed herein, while also reserving the rights as follows:

1. To be considered for selection, Contractor shall submit a complete and responsive proposal utilizing the format provided herein. The Contractor shall provide sufficient detail and documentation necessary to demonstrate their qualification and capabilities in the provisions of the services specified herein, in addition to establishing levels of accountability, integrity and reliability assuring satisfactory performance of this contract;
2. To inspect the facilities and/or investigate the primary organization; take any necessary action to determine the legitimacy, solvency of the Company and verification of its ability in the provision of the specified services herein. Within such determination of ability and/or inability, to meet or exceed compliance with all specifications listed herein, remaining with and at the sole discretion of BDS.
3. A proposer's previous experience with BDS, shall be taken into account when evaluating the responses received. If applicable, Proposer shall provide a brief description of all previous experience with BDS, description of services provided, including sites and any key personnel involved. Any proposals from previous Contractors may be rejected solely based on their past performances with BDS.

Table A. Evaluation Criteria

Evaluation Criteria	Maximum Points
Firm/Staff: Qualifications and Abilities	20
Firm/Staff: Educational and Governmental References	20
Firm/Staff: Experience and Tenure	20
Firm: Capital and Solvency	15
Firm: Human Resources, Employee Benefits, Recruiting	10
Project: Pre-Conference Attendance	5
Project-Pricing	25
Project-Staffing Levels	25
Project-Quality Control, Cleaning Procedures and Training	20
Project-Scope of Services, Ability of Compliance	40
Total Possible Points	200

7) LOCAL PREFERENCE:

Local Preference in Purchasing: In accordance with 2 C.F.R. §200.319(b), no Local Preference shall be considered or permitted.

8) PUBLIC RECORDS:

Public Records: Pursuant to subsection 119.071(1)(b) Florida Statutes, “sealed bids, proposals or replies received by the District pursuant to a competitive solicitation are exempt from the Public Records Act (Chapter 119) and Section 24(a), Article 1 of the Florida Constitution until such time as the District provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies, whichever is earlier.

1. All bid documents or other materials submitted by the Contractor in response to this solicitation will be open for inspection, upon request, by any person and in accordance with Chapter 119, Florida Statutes. Only trade secrets as defined in Title X, Section 812.081, Florida Statute shall be exempt from such disclosure.
2. BDS has the right to use any or all documents, submittals, ideas presented in any response to this solicitation, with selection or rejection of a submittal not affecting this right.
3. If BDS rejects, cancels and intends to reissue a solicitation. Then all proposals or responses submitted, shall be exempt from public records, and returned unopened.

Public Records Notice: AS REQUIRED HEREIN, IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE PUBLIC INFORMATION OFFICE AT 850-767-5281, 1311 BALBOA AVE., PANAMA CITY, FL 32401. Contractor is required to comply with the FL Public Records Law, Chapter 119, F.S., in the

performance of its duties under this contract and will specifically:

1. Keep and maintain public records required by the School Board to perform the service.
2. Upon request from the Boards custodian of public records, provide the Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes.
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 if the Contractor does not transfer the records to the District.
4. Upon completion of the contract, transfer, at no cost to the District, all public records in possession of the vendor or keep and maintain records required by Board. If all records are transferred, any duplicates will be destroyed by contractor. All records stored electronically must be provided to the Board in a format that is compatible with the information technology systems of the District.
5. Failure of the contractor to comply with the provisions set forth shall constitute a default and material breach of this agreement, which may result in immediate termination, with no penalty to the District.

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 SOLICITATION 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. Any material submitted in response to this bid request will become public record. Any claim of confidentiality is waived upon submission of a bid.

9) INSURANCE REQUIREMENTS:

Within Seven (7) working days of notice of award and before doing any work, Contractor(s) shall provide Certificates of Insurance evidencing that the following mandatory coverage's are in force. Policies shall remain in force for the duration of the contract period. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.

1. **Business Auto Policy:** Contractor shall agree to maintain Business Auto-mobile Liability at a limit of liability not less than \$500,000 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.
2. **Commercial General Liability:** Commercial General Liability for public liability during the lifetime of this contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 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.
3. **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 Bay District Schools, 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 "Bay District Schools, political subdivision of the State of Florida, its officers, employees and agents, with Contract number 02-35. 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 Contractor 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.
4. **Additional Insured Requirements:** Contractor 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 Contractor 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 Contractor enter into such an agreement on a pre-loss basis.

Subcontractors: It shall be the responsibility of the Contractor to insure that all subcontractors comply with the same Insurance requirements referenced above.

Deductible Amounts: All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this contract.

Umbrella or Excess Liability: Contractor 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.

Indemnification: The vendor 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 vendor 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.

Notice of Claims or Litigation: The Contractor agrees to report any incident or claim that results from performance of this Agreement. Within ten (10) days of the Contractor's knowledge, the Contract Administrator shall receive written notice describing the incident or claim. In the event such incident or claim involves injury or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim. A detailed written report is to be made within ten (10) days.

10) SECURITY:

Fingerprinting And Background Check: If students are to be present and contractor is working within the defined school perimeter, the Contractor shall comply with all requirements of **Florida Statutes # 1012.465, "Jessica Lunsford Act"** and the District's mandatory requirement, certifying any and All employees who will be on any District properties shall complete this background screening as required by statutes and the District, prior to and in advance of providing any services specified herein. The Contractor shall bear all cost of acquiring the required background screening and fees imposed by the Florida Department of Law Enforcement and the Bay District Schools, Safety and Security Department, with respect to the Contractor and its employees. The Contractor will follow procedures for obtaining

employees background screening as established by the Bay District Safety and Security Department.

Where: Bay District Schools
1140 West 17th Street
Panama City FL 32405
When: Monday-Friday 7:00-4:00
Point of Contact: Kathy Williams @ 850-767-4347

Sexual Predator Check: Prior to approval of contracts/employment. All vendors and employees providing services under this contract shall complete a Sexual Predator Check as required by the Bay District School Police Department and Florida Department of Law Enforcement.

11) BID TERMS:

Agreement: The contract will establish the specifications, documentation, addenda, award letters and all reference documentation constituting a complete and binding agreement with the Contractor. District shall not accept any proposed terms and conditions different than those contained in the contract agreement

Transfer: The proposer shall not assign, transfer, convey, sublet, or otherwise dispose of the ensuing contract, or any or all of its right, title or interest herein, or its power to execute such contract to any person, company, or corporation.

Terms: The District shall determine the exact starting date for services following award of the bid. This contract is considered to be and may be extend annually, with extensions not exceeding maximum terms of three (3) years from date of award upon mutual consent of all parties (Title XIX, Chapter 287.057(13) F.S.). Although the BDS has the right to discontinue; service at any time. Should BDS discontinue services at any point the Contractor would not be required to resume services at a later date unless it is agreeable to all parties involved.

Purchase by Other Public Agencies: It is the intent of this RFP that the use of the contract(s) resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, municipalities and School Districts. Each governmental agency allowed by the vendor/contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this offer and subsequent contract award

12) BID-FINANCIAL:

Pricing: All pricing submitted shall be fixed and firm for the duration of the contract, unless otherwise stated ~~(F.W.2)~~ within this solicitation and shall include:

1. Pricing shall be based on F.O.B Destination Freight Pre-paid to Bay County, Florida, including all packaging, handling, shipping charges and inside delivery to any BDS location, and/or specific points of delivery listed herein.
2. BDS is a tax exempt entity and shall not pay any excise and/or sales taxes. Certificate

of Tax Exemption available upon request.

3. Any and all orders issued by any BDS site, will fall under this solicitation and therefore receive all pricing, discounts and benefits as listed herein. .
4. Any discrepancy or error in bid pricing, the unit price will govern. All calculation and errors shall be recomputed by the Purchasing Department.

Order Placement: The issuance of award does not constitute any order. After approval of an award has been made of this solicitation, BDS will place orders utilizing one or a combination of the following procedures in preparation or under emergency declaration:

1. BDS may either issue purchase orders, blanket or normal purchase orders to cover a specific period of time, dollar amount, for multiple purchases or will be for specific items and/or service.
2. After a disaster during a declared local state of emergency, BDS may not be able to issue a formal purchase order. In this instance BDS may request the Contractor to develop a written Scope of Work and Cost Estimate base on documented damages based on the pricing sheet to be approved by the Contract Manager or their designee, within one day of initiating work.
3. **Work Orders/Purchase Orders are valid only if bearing signature of authority as defined in Board Policy, Chapter Six, Section II, paragraph B and D.**
4. Procurement Card (P-card): Sites or departments may place orders utilizing a BDS issued procurement card. Only authorized staff will be allowed to submit orders via the procurement card.
5. Contractor(s) shall not provide any items or services, on any BDS initiated order without one of the above ordering methods. It will be the responsibility of the Contractor to fully understand the order and how and when to process according to how the order is placed. Failure to allow orders placed by any of the above methods may be cause for rejection of bid and/or termination of contract.

Invoicing & Payment: The Contractor will be required to submit invoices after it has rendered acceptable services to BDS. All invoices and associated correspondences shall be legibly, typed, or computer generated, dated and include the following:

1. This is a Performance Based Contract and the Contractor shall only be paid for the acceptable and satisfactory work performed.
2. Contractor's monthly invoice will not be approved for payment until the overall performance of the Contractor is rated satisfactory by BDS.
3. All invoices shall reference a valid and current service ticket, work order and/or purchase order number.
4. Invoices must be accompanied with comprehensive supporting documentation in a well-organized manner including, but not limited to:
 - a. Document the extent of the disaster-related damages, including photo documentation that supported the claimed damages;
 - b. Moisture mapping, formal remediation protocol, daily readings, closure reports and detailed location drawings;
 - c. Scope of work documentation, detailing the step-by-step process taken to repair and/or remediate the disaster-related damages;
 - d. Photograph damages and catalog in an organized manner with descriptions;
 - e. Daily logs on SOW completed each operation period;

- f. Photos of restored areas;
 - g. Timesheets and receipts from purchases.
5. Failure to provide requested information shall be cause for delay in payment or non-payment.
 6. All Invoices and statements shall be emailed directly to the referencing cost center and BDS Finance Department point of contacts listed herein.
 7. The Contractor shall issue separate invoices by site for each service ticket, work or purchase order number, unless required, or specified otherwise herein.
 8. Payment will be made within thirty (30) working days after correct, acceptable and payable invoice has been received and approved by the referencing cost center. Invoices which do not reference valid purchase order, service ticket, work order numbers, found to be erroneous and/or in any way shall be returned to Contractor for resolution prior to payment being released.
 9. Payment shall not be made until all discrepancies are corrected and approved by BDS.
 10. All invoices will be itemized to reflect all rates or discounts per this solicitation. Failure to provide itemized invoices will be cause for delay in payment or non-payment.

Pricing Specifications

Proposal Pricing: Contractor shall provide pricing that includes all items necessary for the proper execution and completion of the services requested under this solicitation. No additional charges or hidden costs shall be allotted during the course of the Contract. All pricing submitted will be firm for the duration of the contract. Pricing shall be submitted on separate attached sheets.

Labor Rates: Contractor shall supply hourly labor rates for any and all additional services or work that falls outside the main scope of this solicitation or for work at the request of BDS. Rates shall be provided for the specific cleaning staff as listed.

1. All rates will be fixed for the term of the contract.
2. **All hourly rates and times shall start on the “job site”. Any travel time expenses shall be borne by the Contractor and will not be reimbursed by BDS.**

Pricing Sheets: Contractor shall provide pricing as described herein. Pricing sheets have been provided within the Tables B & C.

APPENDIX I

Water Extraction and Remediation of Water Damage and Mold Impact

A. Scope of Services

The District is seeking a qualified Contractor capable of performing the work outlined herein per the Unit Prices bid on the Water Mitigation Pricing Sheets and the following specifications, procedures and protocols to complete Water Extraction, Remediation of Water Damage, Document and Materials restoration, and Mold Impact jobs in various District facilities.

To be considered for award all RFP items on the Water Mitigation Pricing Sheets must be completed. District facilities include those that have received damage from manmade and natural events. This work may be authorized on an emergency basis and as such the Contractor shall be available to work twenty-four (24) hours a day seven (7) days a week. The awarded Contractor shall be required to submit a written proposal for each job when assigned by the District prior to initiating work or within one day of initiating work with BDS written approval. The proposal shall be based on unit item pricing, quantity, labor classification and hours per labor classification, materials and equipment rental. Lump sum estimates for work will not be accepted. Proposal shall include an estimated date and time of completion and shall remain firm for ninety (90) days. All job proposal, estimates and proposal preparation shall be provided at no cost to the District.

The successful vendor must have demonstrated experience in large scale water extraction, document and material restoration, remediation, and mold impact projects, and must provide references for those projects. Preference will be given to those contractors who are fully equipped with all equipment listed in line items and capable of meeting all specifications and requirements of this RFP. Contractors may utilize subcontractors who possess required certifications, licenses and skills specified in this RFP. The vendor must include the names and qualifications of proposed subcontractors in their RFP responses.

Work includes furnishing all labor, materials, equipment and performing related operations to satisfactorily complete all work using the unit pricing in accordance with the terms, conditions, and specifications contained in this RFP.

The intention of this RFP is to select a Contractor who is capable of performing the work required at any specific site at such times as the District determines. Work at multiple sites may or may not be performed concurrently. As such, the District also reserves the right to assign quantities and types of work to Contractor based on past performance criteria under this contract, including but not limited to cooperation with the District, project facility, community representatives, and timely, satisfactory completion of work items. The District reserves the right to increase or decrease the quantity of any item listed on the **Water Mitigation Pricing Sheets (Tables B and C)**.

Contractor will be obligated to perform the work of any one, any combination, or all of the items stated on the RFP Price form with compensation based on quantities agreed upon by District and Contractor prior to commencing work.

RFP Items provide for a unit price for each Item of work. Unit Prices must include all labor, delivery, setup, materials, operation and maintenance, and removal for equipment and

operations related to satisfactory completion of all work. Unit price shall include all applicable overhead and profit. Unit prices shall apply to regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays.

Contractor shall provide a material markup rate for any additional material required over and above materials provided under the Unit Price RFP Items. Material markup rate is to include all direct and indirect costs associated with purchasing, delivery, storage, handling, and profit on materials provided.

Contractor shall provide detailed inventory lists in digital format. Detail shall be specified and approved by District Project Manager.

Contractor shall provide all labor and equipment to perform moisture mapping as directed by District Project Manager. Digital records to include video, still frame, drone usage shall be provided to the District Project Manager.

B. Technical Specifications

The Contractor will be obligated to perform the work of any one, any combination, or all of the work items stated on the Water Mitigation Pricing Sheets with compensation based on actual quantities of work provided multiplied by the proposed unit price for each work item, labor item or rental item. The district reserves the right to increase or decrease the quantity of any item listed on the Unit Pricing Form. The intention of this contract is to select a Contractor who is capable of performing all of the work required at any specific site at such times as the District determines.

Contractor must demonstrate capability and capacity to fully document all actions taken while rendering services. Invoices must be accompanied with supporting comprehensive documentation in a well-organized manner including, but not limited to:

- Document the extent of the disaster-related damages, including photo documentation that supports the claimed damages;
- Moisture mapping, formal remediation protocol, daily readings, closure reports, and detailed location drawings;
- Scope of work documentation detailing the step-by-step process taken to repair and/or remediate the disaster-related damages;
- Photograph damages and catalog in an organized manner with descriptions;
- Daily logs on SOW completed each operational period and
- Photos of restored areas.

The Contractor will provide equipment and personnel that will respond to the initial request for service concerning Document and Materials restoration, make recommendations as to the staging of equipment, removal of materials including inventory of damaged materials, freeze drying, packing, cleaning, restoration, shipping, etc. Pricing **Table C** is for specialized equipment such as freezer containers for books, etc.; freeze drying cost per cubic foot of materials. As noted in the pricing sheet below, the District is asking for a cost per cubic foot for general documents such as books, blue prints, etc., and a cost per cubic foot for special documents such as manuscripts, old manuscripts, or art work as well as other equipment and personnel that can halt the degradation of the volumes or other kinds of materials such as blueprints, drawings, etc. All tracking, inventory, work orders, etc., will be maintained by a

Data Manager for the Contractor in conjunction with the appropriate designated District official. This work is beyond the immediate response work, and requires the selected contractor(s) to be a recognized provider of services familiar with restoration processes, including the equipment and the personnel required to expertly perform the restoration process. Contractor will provide references along with equipment inventory and availability, showing experience with this type of project.

C. Codes and Permits

1. The Contractor shall be responsible for meeting all local fire and building codes and for obtaining any necessary permits. The contractor shall be responsible for any and all fees that pertain to the work as required by the District and any authority having jurisdiction.
2. Contractor shall ask for and receive any required inspections.

D. Services

1. Services to be performed under this RFP are listed in the unit price description in **Tables B** and **C** and include those services that would normally be required for Water Extraction, Remediation of Water Damage, Document and Materials restoration, and Mold Impact to various District facilities. Unit prices shall be all-inclusive for the work and shall include all labor, materials, equipment and incidentals to perform the work. Unit prices shall include all disposal fees.

2. Unit prices shall apply to regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays unless stated otherwise in the unit price description **Tables B** and **C**.

3. Compensation shall be based on actual hours and quantities of work performed.

4. HVAC System work is based on all labor, materials, equipment and incidentals to clean and sanitize the Registers, Duct Work, Coils and Blowers.

5. Services shall be available twenty-four (24) hours a day, seven (7) days a week. All hourly labor costs shall be pro-rated into quarter hours. Only time on job-site shall be invoiced. Travel time will be at the Contractor's expense.

6. If work is of a nature that it is not covered under the unit price then a proposal using the contract labor cost, material cost and equipment rental cost will be developed.

7. If work requires engineered documents, then the District will reimburse at cost. Contractor shall supply the District with all original engineered documents.

E. Execution of Work

1. Any omission of a detailed description concerning any item in these specifications shall be regarded as meaning that only the best commercial practices are to be.

2. District Contract Administrator or designee and Contractor will visit each site and develop a Scope of Work for that site. Actual quantities and type of work will be verified and

agreed upon by both parties. After a catastrophic disaster where the District Contract Administrator or designee is unavailable to visit each site, the District Contract Administrator or designee may instruct the Contractor to develop a Scope of Work for assigned sites to be submitted in writing within one (1) business day to be validated by BDS_

3. Using the scope of work, the Contractor will provide the District a proposal to perform the work utilizing the contracted Unit Prices. The Contractor will also provide on the proposal a schedule for performing the work. The District Contract Administrator or designee will authorize the Contractor to perform the work based on the cost and schedule in the proposal. Such authorization may include work in multiple facilities.

4. Contractor will provide the proposal broken down into work items and quantities for each work item. District will approve partial payment for completion of a work item at a site, but not for partial completion of a work item.

5. All services shall be performed during regular working hours, Monday through Friday, except for Holidays, unless requested and scheduled by the Contract Administrator or designee. Work may continue past a normal eight-hour work shift if prior District approval has been obtained. District will provide access to work site during appropriate business hours.

6. The building premises may need to be occupied for conduct of normal operations during the entire work period. Contractor shall cooperate with the Contract Administrator or designee in scheduling work to minimize conflict and to facilitate building usage.

7. No office/space shall be rendered inoperable without the specific prior authorization of the District Contract Administrator on the day on which the Contractor desires access to the site.

8. Contractor shall always have alternate plans for any given day's work such that if the site is unavailable, Contractor personnel can perform other work for the day.

9. Contractor shall take these operational needs into account when determining the contract price. The District will not pay for delays caused by the need to maintain proper operation of the facilities.

10. Upon completion of the work, the contractor shall remove all tools, equipment, and all rubbish and debris from the premises and shall leave the premises clean and neat to the satisfaction of the District. Contractors will work with each District recycling program to recycle construction and demolition debris according to individual District guidelines. This must be done as each work operation is completed in a given area and at the time of total job completion prior to final system acceptance.

11. All drawings shall become the property of the District and shall be submitted to the District Contract Administrator or designee at the conclusion of work at a site.

12. Contractor's performance and timely response to service calls shall be carefully monitored by the Contract Administrator or Designee. Failure to adhere to the required on site response time three (3) times, regardless of District location, shall be sufficient reason to cancel the contract.

13. Contractor shall take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage, or injury that occurs as a result of their fault or negligence.

14. All employees of the Contractor and its sub-contractors shall be considered to be, at all times, the sole employees of the Contractor under its sole discretion and not an employee or agent of the District. The District may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on District property is not in the best interest of the District.

15. Contractor's on site supervisor, at any District facility, must be able to communicate any and all requirements effectively with District personnel.

16. Contractor shall be responsible for all necessary measurements and for the accurate fitting of all work. The contractor shall be responsible for any damage to the facility or any equipment inside as a result of work pursuant to this contract. Any such damage will be repaired by the Contractor at their expense and to the satisfaction of the District.

17. Contractor shall be responsible for maintaining a clean work site, to remove debris, and to dispose of it properly at the Contractor's expense. Contractor will be responsible for disposal of hazardous waste materials that may be a result of maintenance or repair work performed at Contractor's expense. Whenever disposing of hazardous material, the Contractor shall contact the District's Environmental Health & Safety department for proper disposal instructions. The requirement shall be solely the Contractor's responsibility. Contractor shall keep the District Contract Administrator informed.

18. Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. Personnel skilled in their respective disciplines of work shall execute all work.

F. Qualifications/Requirements for Mold Remediation

1. Contractor and Contractor's project supervisor shall possess the appropriate mold remediation contractor's license, the required skills as described below, and have at least 5 years of field experience with a minimum of ten (10) projects of similar scope of services and possess at least one of the following certifications from the American Indoor Air Quality Council (AIAQC):

- a. CMRS Council-certified Microbial Remediation Supervisor
- b. CMC Council-certified Microbial Consultant
- c. CIE Council-certified Indoor Environmentalist
- d. CIEC Council-certified Indoor Environmental Consultant

2. Supervisor's staff must have at least 2 years of field experience with a minimum of five (5) projects of similar scope of services or possess at least one of the following number of job certifications from the American Indoor Air Quality Council (AIAQC) or Institute of Inspection, Cleaning and Restoration Certification (IICRC):

- a. AIAQC CMR Council-certified Microbial Remediator
- b. AIAQC CIE Council-certified Indoor Environmentalist
- c. AIAQC CMI Council-certified Microbial Investigator
- d. IICRC AMRT Applied Microbial Remediation Technician
- e. IICRC WRT Water Damage Restoration Technician

3. As per the RFP, the contractor shall provide a list of employees that will perform work on District property. This will include supervisory or staff status, number of years' experience and certifications possessed by each. Proof of certifications shall be provided with the list. List of employees and proof of certifications must be provided prior to award. Contractor's employees will wear company uniforms and possess picture IDs at all times while working on District property.

4. Supervisor Required Skills:

- a. Understand the basic principles of microbial remediation.
- b. Maintain familiarity with the equipment and supplies necessary to conduct a microbial remediation project and with the methods for calibration and operation of such equipment.
- c. Appreciate the safety hazards presented by microbial remediation projects, and follow the procedures and protocols necessary to protect building occupants and remediation workers from such hazards:
 - i. Follow safety regulations concerning mold remediation.
 - ii. Employ safe work practices
 - iii. Use Personal Protective Equipment (PPE) appropriately.
- d. Recognize the legal and liability issues surrounding microbial remediation.
- e. Properly address water damage in the indoor environment:
 - i. Assist District personnel in stopping water incursion upon request by the District.
 - ii. Follow effective loss mitigation procedures after a water incursion.
 - iii. Follow completion procedures designed to return the property to a pre-loss condition.
- f. Conduct microbial remediation projects according to appropriate specifications:
 - i. Define the scope of work for a remediation project according to relevant guidelines.
 - ii. Maintain thorough project documentation throughout the remediation process.
- g. Perform structural remediation:
 - i. Design and construct appropriate containment areas and other engineering controls to prevent cross contamination and to protect worker safety and health.

- ii. Remove and dispose of damaged building materials when appropriate.
 - iii. Employ effective cleaning methods when appropriate.
- h. Perform HVAC remediation:
 - i. Apply relevant guidelines to assess the status of the HVAC system.
 - ii. Evaluate the mechanical condition and adequacy of the HVAC system and recommend necessary adjustments.
 - iii. Employ effective cleaning methods when appropriate.
- i. Perform contents remediation:
 - i. Remove, dispose, or remediate damaged building contents in coordination with District officials.
 - ii. Employ effective cleaning, remediation, and restoration methods in coordination with District officials. A proven track record of the contractor's ability to handle damaged materials and restore them will also be required.
- j. Prepare for post-remediation verification:
 - i. Conduct appropriate monitoring activities to verify remediation effectiveness.
 - ii. Apply internal quality control procedures to determine when remediation has been complete.
 - iii. Complete appropriate project documentation.

G. Qualifications/Requirements for HVAC System Cleaning

1. Hold a valid Certificate of Competency for unlimited air conditioning work and/or a State of Florida Air Conditioning Contractors License.
2. Minimum five (5) years' experience in Heating, Ventilation and Air Conditioning (HVAC) work. Provide list of similar projects and contacts.
3. Provide pre and post Quality Control Assurance protocols for the HVAC work prior to start of work.
4. Have a minimum of one (1) Air System Cleaning Specialist (ASCS) certified by NADCA on a full time basis, or have staff certified by a nationally recognized certification program and organization dedicated to the cleaning of HVAC systems.
5. Supervisor Qualifications: A person certified, as an ASCS by NADCA or maintaining an equivalent certification by a nationally recognized program and organization, shall be responsible for the total work herein specified.
6. Contractor shall provide a list of employees that will perform work on District property as part of the contract indicating supervisory or staff status, number of years' experience and certifications possessed by each. Proof of certifications shall be provided with the list. List of employees and proof of certifications must be provided prior to award.

Contractor's employees will wear company uniforms and possess picture IDs at all times while working on District property.

H. Response Time

1. After receiving a call from the District, Contractor must respond by phone within thirty (30) minutes and be on site and begin work within two hours. The Contractor must have authorization from the District Contract Administrator or designee prior to beginning work.

2. An immediate assessment of the problem encountered must be communicated to the District within ½ hour of arrival at site. If immediate remediation is not possible, an accurate projection of expected completion time must be relayed to the District.

3. Contractor shall be required to provide an emergency number for immediate contact for 24/7 services.

I. Equipment and Materials

1. Contractor will stock on the services truck all equipment and materials necessary to start services at the time of first response.

2. Material to be used, such as plastic sheeting, plastic bags, filters and chemicals shall be listed separately and invoices provided.

3. Rental of Equipment shall be listed and number of actual days of use.

J. Quality Control

1. The District shall provide all protocols relating to mold remediation service prior to start of work. The District Contract Administrator or designee shall provide protocols and final clearance; unless, at the District's discretion, services of a qualified third party consultant may be obtained for protocols and final clearance.

2. The Contractor shall establish a complete quality control program to assure the requirements of the Contract are provided as specified. The Contractor's basic quality control program must be provided with the RFP.

3. The quality control program must include a sample log prepared by the Contractor and to be approved by the District that shows the following information:

- a. Response performance – this would record the time a call for service was received: the time that call was returned and the time of arrival at the site.
- b. The total elapsed time from receipt of call to arrival at the job site.
- c. The number of trips to the job site taken to complete each service.
- d. The number of supervisors and/or laborers required to complete each service.
- e. The log should also include the number of calls and the type of call to each location.

4. The quality control program should include a written process/improvement plan to correct multiple (greater than 2) visits to one location for similar problems.

5. The program should provide for a written quarterly report detailing observations and process improvement ideas.

6. The Contractor will be required to attend a Pre-Project meeting after Notice to Proceed. The purpose of the meeting will be to review the contract requirements and District procedures. The Contractor's designated supervisor must attend the Pre-Project meeting.

7. Provide competent, qualified, and experienced supervisory personnel.

8. Contractor agrees to utilize only experienced, qualified and responsible personnel in the performance of work.

9. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.

10. Clean filters of operating equipment.

11. Clean or restore worksites to original condition.

12. Remove waste, surplus materials, trash/rubbish and construction facilities from the site; dispose of in legal manner; do not burn or bury, all construction and demolition debris will be recycled.

K. Closeout Procedures

1. Prepare submittals that are required by governing or other authorities. Contractor must provide copies to the District's Project Manager and or designee.

2. Notify District Representative when work is considered ready for Final Acceptance.

3. District Representative will review work and determine if work is complete and acceptable. District Representative will produce a final punch list to be submitted to the Contractor. Contractor will correct any items of work listed on that punch list determined to be deficient. District Representative will authorize by signing punch list when all deficiencies have been corrected.

4. Once District Representative has received and accepted all guarantee certifications, performance affidavits, certifications, permit documents and any other documents required by the Contract Documents, District Representative will then prepare written Certification of Substantial Completion with attached dated punch list that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for final acceptance.

5. When Certification document is finalized and signed by all parties, contractor shall then invoice for work.

Table B. Water Mitigation Pricing Sheet

The selected contractor will be prepared to respond in a timely manner as specified in the SOW (see Scope of Work) and perform the necessary tasks to do the work involved in response to a single incident event, whether natural or manmade. Contractor must fill in each field, using "N/A" where appropriate.

	# Units	Daily Rate per Unit
<u>DEHUMIDIFICATION EQUIPMENT</u>		
Dehumidification Unit - D 1200		
Dehumidification Unit - LGR 2000		
Dehumidification Unit - 300 cfm		
<u>DESICCANT DRYING</u>		
Dehumidification Unit - 500/600 cfm		
Dehumidification Unit - 2000/2250 cfm		
Dehumidification Unit - 3500 cfm		
Dehumidification Unit - 4500/5000 cfm		
Dehumidification Unit - 9000/10000 cfm		
Dehumidification Unit, gas fired - 2000/2250 cfm		
Dehumidification Unit, gas fired - 4500/5000 cfm		
Dehumidification Unit, gas fired - 9000/10000 cfm		
<u>EQUIPMENT DESCRIPTION</u>		
DX Unit - 20/25 ton		
DX Unit - 60 ton		
Air compressor, electric		
Air compressor, tow behind		
Air compressor, gas		
Air movers (Blowers)		
Pump, Sump		
Washer, high pressure (cold)		
Drying unit (blower)		
Large Air Scrubber		
Small Air Scrubber		
Wall Injection System		
Large Negative Air Machine		
Large Extraction Unit		
Small Extraction Unit		
Truck Mount Carpet Extractor		
Portable Generators, trailer mounted, 28KW (+/-)		
Operations	Cost	
Water Extraction	/ Square Foot	
Fogging of Mildicide	/ Square Foot	

Containment Setup/Breakdown < 1,000 ft2	/ Square Foot
Containment Setup/Breakdown > 1,000 ft2	/ Square Foot
Materials removal (damaged, waste, etc.)	/ Square Foot
Vinyl/Carpet Base removal	/Linear Foot
Wood Base removal	/Linear Foot
Material Markup Fee_	/unit
Documented Material Cost + Markup Fee	/unit

Table C. PRICING Table for SPECIALIZED RESTORATION SERVICES and EQUIPMENT

School Districts are unique settings with many areas that may require specialized equipment beyond the routine in order to halt destruction to areas such as libraries. Contractor(s) may be selected specifically for the recovery of documents, including records, library books, archived documents, art work, etc., and must have access to restoration facilities. The selected vendor must be able to respond immediately to any event or manmade at any campus location. Contractor must fill in each field, using "N/A" where appropriate.

Restoration Operations	# Units	Rate per Day	Rate per Week
Trailer/Portable Freezer			
Refrigeration Truck			
Pack-out containers, various sizes			
Moisture Extraction Vacuum Freeze Drying Container			
Restoration Specialist for Removal of Damaged Materials		Cost/hour	
Fuel, moving damaged materials to/from Restoration Facility		Cost/mile	
SUBTOTAL – Restoration Equipment			
		Rate per FT Cubed	
Cost per cubic foot for freeze drying documents, general			
Cost per cubic foot for freeze drying documents, special			

Requirements: Specialized Restoration Services and Equipment are geared towards the restoration of documents such as library books, manuscripts, blue prints, etc., and it is critical that interested Contractors have the ability to handle this process from beginning to final restoration and delivery of materials to allow the University to resume normal operations. Each bidder will answer the following questions by circling Yes or No for each question. This information will be used in consideration of awarding a contract for Specialized Restoration services.

1. Contractor has restoration facilities? Yes No
2. Contractor's restoration facility has vacuum freeze drying containers? Yes No
3. Contractor has freezer containers for transporting of damage materials? Yes No
4. Contractor has refrigeration trucks to provide cold storage of damaged materials? Yes No
5. Contractor has skilled restoration specialists available on staff to perform restoration work on varied types of documents? Yes No
6. Member of the Association of Specialists in Cleaning and Restoration? Yes No
7. Certification from the Institute of Inspection, Cleaning and Restoration? Yes No

ATTACHMENT A

Conflict of Interest Disclosure

Proposer **must** execute either Section I or Section II hereunder relative to Florida State Statute 112.313(12). Failure to execute either section may result in rejection of this bid/bid.

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
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Signature: _____ Company _____

ATTACHMENT B
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.

1. 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 _____, 2020.

Signature of Notary Public

My Commission Expires: _____
Name of Notary Public (Seal)

ATTACHMENT C

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 D

AFFIDAVIT CONCERNING ILLEGAL ALIENS

The undersigned states that _____ complies with the provisions of Section 274A of the Immigration and Nationality Act; that _____ substantiates that all employees providing services or involved in any way on projects funded directly by or assisted in whole or part by state & grand funds or federal stimulus dollars, can legally work in the United States and complies with the provisions of federal and state laws, and will maintain such throughout the life of this contract. Any misrepresentation or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and immediate termination of the contract for all awarded sites.

_____ Signature	_____ Date
_____ Printed Name	_____ Name of Organization
_____ Title	_____ Address, City & State

State of _____ **County of:** _____

Subscribed and sworn to before me this _____ day of _____, in the year 2020 by _____ who is personally known to me or has produced _____ as identification.

_____ Signature, NOTARY PUBLIC	_____ Printed Name, NOTARY PUBLIC
-----------------------------------	--------------------------------------

Commission #: _____

Commission Expires: _____

ATTACHMENT E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing *Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities*. The regulations were published as ***Part IV of the January 30, 1989, Federal Register (pages 4722-4733)***.

***** BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE *****

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

RFP #20-04, Disaster Mitigation
and Remediation Services

RFP Name & Number

Names and Titles of Authorized Representative(s)

Signature(s)

Date

ATTACHMENT “E” CONTINUED
INSTRUCTIONS FOR DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, “voluntarily exclude”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions”, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a perspective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction may pursue available remedies, including suspension and/or debarment.

Attachment F

Non-Negotiable Terms & Conditions

This is an acknowledgement that FEMA financial assistance will/may 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 with 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. §§ 3729-3733

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)