

**THE BOARD OF TRUSTEES OF BAY MEDICAL CENTER
REQUEST FOR PROPOSALS
FOR RESTORATION OF THE SOUTH PATIENT TOWER**

CLOSING DATE: June 21, 2019 – 1:30 p.m. CST

PURPOSE

In accordance with Section 255.20, *Florida Statutes*, and other state and federal laws, The Board of Trustees of Bay Medical Center, a special district, (the “**District**”) is soliciting proposals from qualified general contractors to restore the District’s south patient tower that was damaged by Hurricane Michael in Panama City, Florida.

SCHEDULE

The following dates and activities are provided for planning purposes. All proposers who submit proposals by the submission deadline will be notified of any changes in writing.

Advertisement	May 24, 2019
<u>Mandatory Pre-Bid Inspection</u>	<u>June 4, 2019, 10:00 a.m. CST</u>
Proposal Submittal Deadline	June 21, 2019, 1:30 pm CST
Recommendation of Selected Firms	June 25, 2019
Contract Award	After Selection

Short listing and follow up presentations are not expected to be needed. Proposers should be prepared to answer follow up questions by phone as needed on June 24, 2019. If presentations are needed, the District will notify selected proposers of the timing and location of the presentations.

SCOPE OF WORK

Background. The District owns health care facilities in the Florida panhandle. On October 10, 2018, Hurricane Michael severely damaged the District’s health care facilities, and the District requires restoration work on its south patient tower to meet a critical community health need. The south tower is not currently occupied by patients, but some support services are there on a temporary basis. The District seeks to secure the services of a qualified general contractor with proper equipment and a team of experienced personnel who can restore the south patient tower according to the project specifications. The selected contractor must also work cooperatively with District, Lessee, state and federal grant professionals during the construction process. The estimated budget for this project is \$2.5 million dollars.

Required Personnel and Resources. The respondent shall have demonstrated experience as a general contractor on a large multi-story building. Health care experience, knowledge of Agency for Health Care Administration (“**AHCA**”) facility construction rules and regulations, and knowledge of Infection Control Risk Assessment (“**ICRA**”) construction standards are preferred. Since the primary service required is construction and contracting services, the firm must be a licensed general contractor in the State of Florida.

Scope of Work. The scope of work for this proposal is set forth in the attached south patient tower restoration specifications drafted by Bay Design Associates Architects, PL (the “**Scope of Work**”). The work shall also be performed in accordance with state and federal disaster grant requirements. This is an open bid, and any applicant who meets the minimum qualifications and is interested in the work is encouraged to apply. If in doubt about bidding requirements or the Scope of Work, please contact the District as described in the Pre-Submittal section below. Time is of the essence for this project. Applicants must be ready to mobilize and start work quickly.

Health Care Experience Preferred. Preference will be given to firms with demonstrated experience in the health care industry, health care disaster recovery, and experience with AHCA and ICRA construction requirements.

PRE-SUBMITTAL CONTACT

Respondents should contact Karen Thomason, Executive Director, with technical or procedural questions about the service or proposal requirements. She can be reached at (850) 818-0565 or kthomason@bayhealthfoundation.com.

Consultants are instructed to contact only the designated point of contact. No other District board members, employees, consultants, or agents may be contacted about this proposal during the selection process.

Respondents may be asked to submit their questions in writing.

INSTRUCTIONS FOR SUBMITTAL

Contractors or entities desiring to provide proposals, as described in the Scope of Work, shall submit sealed proposals with an original, five (5) complete copies, and one (1) electronic copy by CD or flash drive with all the required information below included (each document must be in an individual PDF format file) no later than 1:30 p.m., central time, June 21, 2019 to Bay Health Foundation in person or by courier at 11 Harrison Avenue, Unit E, Panama City, Florida 32401.

Qualifications shall be sealed, and submitter should indicate on their proposal the following:

Response to Request for Proposals for South Tower Restoration
Date of Opening – 1:30 p.m. June 21, 2019
<Name and Address of submitter>

Offers by telephone or telegram shall not be accepted. Also, submitters are instructed NOT to fax their qualifications. Faxed qualifications shall be rejected as non-responsive regardless of where or when the fax is received.

Respondents are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your qualifications are delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

It is the sole responsibility of the service provider to ensure that their proposal reach the District on time. The District shall not be responsible for late deliveries or courier delays. All proposals will be opened publicly.

INSURANCE REQUIREMENTS

A minimum coverage of Professional Liability Insurance, Workers' Compensation Insurance, Commercial General Liability Insurance, and Business Automobile Liability Insurance in the amount of not less than \$1,000,000 per occurrence will be required. Insurance is to be placed with insurers with a Best's rating (or equivalent rating agency) of no less than A. Evidence of insurance shall be provided to the District upon request, and the respondent shall provide for thirty-day notice in writing to the District prior to cancellation, expiration, or non-renewal of any insurance.

TERMS AND CONDITIONS

Project Specific

- a. Provide all necessary labor, materials, tools, equipment to successfully complete the project.
- b. Contractor will maintain project logs for Potential Change Orders (PCO) and Change Orders (CO). All monthly billings must be emailed to the Owner's Representative or design Consultant for approval as directed by the Owner. Contractor must provide backup documentation to validate the cost of all potential change orders and change orders. Cost documentation shall include subcontractor cost, materials costs, hourly personnel cost including labor burden plus the agreed markup fee. Contractor must also provide necessary documentation supporting the purpose for all added cost that can be classified for example as Constructability, Field conditions Design Change, Owner Preferences, Regulatory Compliance.
- c. Contractor will be responsible for generating Requests for Information (RFI), Submittals and Meeting Minutes for the duration of the project if requested by the Owner's representative. Submittal and RFI logs will be kept by the Contractor for regular review.
- d. Closeout documents will be required as stated in the design documents. If there are no design documents, the Contractor will still must provide the minimum of a one-year warranty from the date of substantial completion for equipment and labor and, equipment and maintenance manuals.
- e. Final billings will not be submitted for payment until all required closeout information is provided to the Owner, and all punch list issues are resolved. If there is not a Consultant for the project, the Contractor shall provide the closeout information requested by the Owner's representative.
- f. Contractor shall provide a detailed schedule of milestones, deliveries and inspections required to the completion of the project and shall update the schedule as dates are delayed or advanced.
- g. Contractor must have a team member on site at all times with Occupational Safety and Health Administration (OSHA) 30-hour training.

General

1. The District reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the qualification which, in its sole judgment,

best serves the interest of the District, or to award a contract to the next most qualified submitter if a successful submitter does not execute a contract within thirty (30) days after approval of the selection by the District.

2. The District reserves the right, and has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the District.
3. The District reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
4. Any firm may withdraw from consideration at any time in writing prior to award of the contract.
5. Costs of preparation of a response to this request for qualifications are solely those of the submitter. The District assumes no responsibility for any such costs incurred by the submitter. The submitter also agrees that the District bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.
6. 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, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
7. Consultants shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. Consultants should ensure that minority and disadvantage applicants are represented in their workplace and employees are treated during their employment without regard to race, color, religion, sex, age, or national origin.
8. The respondent understands that this RFP does not constitute an agreement or contract with the District. After selection, the District will negotiate a contract with the respondent with the highest ranked proposal, and if unable to agree upon a contract, the District, at its option, can terminate negotiations and begin negotiations with the respondent with the next highest ranked proposal.
9. Any contractor or entity, who submits in its proposal any information that is determined by the District to be substantially inaccurate, misleading, exaggerated, or incorrect, may be disqualified from consideration.
10. The contractor or entity awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the later of final grant closeout or final audit by OMB of any project work performed under contract resulting from this RFP. The District shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the agreement. This information shall be made accessible at the awardees place of business to the District, including the

Comptroller's Office or its designees, for purposes of inspection, reproduction and audit without restriction.

11. Any respondent who is deemed to have a conflict of interest prohibited by Chapter 112, Florida Statutes or by any generally accepted rules of professional conduct for professional engineers shall be disqualified.
12. The District is an independent special district of the State of Florida and is subject to Florida's broad public records law. The respondent shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes. If the respondent is determined to be acting on behalf of the District as provided under Section 119.011(2), *Florida Statutes*, the respondent shall specifically comply with all its requirements, which shall be incorporated into any final contract between the District and respondent.
13. The successful respondent shall comply with all state and federal grant contracting requirements, including, but not limited to, an anti-collusion clause, a drug-free workplace certification, certification regarding state and federal lobbying, a certification that the respondent has not been debarred, suspended, or is otherwise ineligible or excluded from federal or state contracting, and an agreement to comply with other state and federal grant contract regulations.

EVALUATIONS OF PROPOSALS

Selection shall be in accordance with Section 255.20, *Florida Statutes*, FEMA regulations, and other state and federal laws. Minimum requirements to qualify:

- The prime contractor must be a licensed general contractor in the State of Florida.
- The contractor shall provide its qualifications and capabilities that demonstrate how the contractor will provide the restoration services as outlined within the Scope of Work. Highlight any past experience as the prime contractor with a federal emergency disaster recovery grant. The following should be provided on the attached forms or in the respondent's submission:

Relevant Experience - Recent experience demonstrating current capacity and expertise in restoring large multi-story buildings, preferably in health care facilities or after a federally declared disaster. Knowledge & Experience with AHCA and ICRA construction standards is critical and should be included. Also, highlight any experience in restoring partially occupied buildings.

Past Performance on Similar Projects - Provide at least three (3) references for which the firm has performed restoration or health care construction work, preferably in similar circumstances to this project or Scope of Work. Provide the reference contact name, address, e-mail address, telephone numbers and date of the contract.

Projected Schedule and Current Workload - Provide a projected schedule to compete the Project and your current workload and availability of key personnel.

- The respondent should describe its approach and methodology to accomplish the Scope of Work in the time projected in the schedule. The description shall include information on anticipated manning for the project and any other information the respondent would like the District to consider.
- The respondent shall complete all required forms and certifications in this RFP.

The qualifications will be reviewed and evaluated in accordance with the following criteria and points:

Criteria	Points
Cover Sheet and Firm Information (<i>Forms A & B</i>)	Y/N
Assigned Personnel and Experience (<i>Form C</i>).....	10
Previous Restoration Work Completed (<i>Form D</i>).....	10
Projected Schedule and Current Workload (<i>Form E</i>).....	20
Project Approach (<i>Form F</i>)	15
Cost Proposal (<i>Form G</i>)	30
Knowledge & Experience with AHCA, ICRA and Health Care Facilities (<i>Form H</i>) ..	15
Remaining Forms and Certifications completed (See Attachment)	Y/N
Total	100

Based on the above criteria, the District may elect to receive presentations from up to no more than three (3) short-listed firms. Short listing of applicants and follow on presentations is not anticipated, and The District maintains the right to and is expected to select from submitted proposals without presentations.

The presentations may be evaluated based on additional criteria (if any) that will be outlined at the time the District announces the short-listed consultants.

Points from the initial evaluation will not carry through to the presentation evaluations.

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FOR RESTORATION OF THE SOUTH PATIENT TOWER
THE BOARD OF TRUSTEES OF BAY MEDICAL CENTER
CLOSING DATE: June 21, 2019, 1:30 p.m. CST**

Name of Firm	
Address	
Phone Number	
Fax No.	
Email Address	
Contact Person	Complete authorized representative form below
Title	

**COMPANY'S REPRESENTATIVE WHO IS AUTHORIZED
TO SUBMIT THIS STATEMENT OF QUALIFICATIONS**

COMPANY NAME _____

AUTHORIZED SIGNATURE _____

NAME (PRINT OR TYPE) _____

TITLE _____

EMAIL: _____

PHONE NUMBER: _____

ADDRESS: _____

The District is authorized to rely upon the authority of the respondent Authorized representative above.

The Respondent agrees to notify the District in writing of any change in the Respondent's Authorized Representative.

FIRM INFORMATION

PRIMARY SERVICES LOCATION/ADDRESS	
PHONE NUMBER	
E-MAIL ADDRESS	
NO. OF EMPLOYEES	
WEBSITE, IF ANY	
% WORK EXPECTED TO BE PROVIDED BY PRIME	
YEARS IN BUSINESS	
LIST ALL EXPECTED SUBCONTRACTORS	
BASIC SUBCONTRACTOR CONTACT INFORMATION	

ASSIGNED PERSONNEL AND EXPERIENCE

Please provide information on the primary team members who will be assigned to the contract for the roles and disciplines listed below. Note: If the project manager is also the principal-in-charge, you may write "same" in appropriate line. Changes in Key Personnel listed must be approved by the District. Use additional sheets as needed or identify the sections of your submission that are responsive to this request.

Role	Name of Individual Assigned to the Project	Affiliation and Location	No. of Years of Experience	Education, Degrees(s). Licenses	Florida License No. If any

PREVIOUS RESTORATION WORK COMPLETED

List a minimum of three (3) restoration construction projects completed in which you or your subcontractors have served in the past. Please highlight any previous experience with restoration on large commercial multi-story buildings, any previous experience in the health care industry or after a federally declared disaster.

Provide the name of the project, the owner of the project (including owner contact information), a brief description of the project, your role and duties and any particular challenges that were presented by the project. Please also provide the current status of the project (closed, active, etc.)

Use additional sheets if necessary or identify the sections of your submission that are responsive to this request.

PROJECTED SCHEDULE AND CURRENT WORKLOAD

Provide a projected schedule for the project and your current and committed workload using the remainder of this page. Please be realistic. Include the present and projected workloads of identified key personnel to be assigned to this contract and expected time to begin work.

PLEASE REMEMBER THAT THIS IS A TIME SENSITIVE PROJECT THAT WILL REQUIRE IMMEDIATE MANNING AND MOBILIZATION TO RESTORE CRITICAL HEALTH CARE SERVICES TO THIS COMMUNITY. TIMELINESS AND RESPONSIVENESS ARE A CRITICAL REQUIREMENT OF THE PROJECT.

Use additional sheets if necessary or identify the sections of your submission that are responsive to this request.

PROJECT APPROACH

Briefly describe your firm's approach to successful completion of this project. Describe your methodology or plans to accomplish the Scope of Work in the time projected in your schedule. The description shall include information on anticipated manning for the project and any other information the respondent would like the District to consider regarding this project.

Use additional sheets if necessary or identify the sections of your submission that are responsive to this request.

COST APPROACH

Provide your proposed cost to complete the project in accordance with the Scope of Work. Please note of any deviation from the Scope of Work in materials and any projected costs savings. Propose alternatives if you believe they could provide the best approach and value for the District.

Use additional sheets if necessary or identify the sections of your submission that are responsive to this request.

KNOWLEDGE & EXPERIENCE WITH AHCA, ICRA and HEALTH CARE FACILITIES

Please provide information on your team's experience with or knowledge of Bay Medical Center or other health care facilities. Highlight any disaster reconstruction work for health care facilities, but any experience with a health care facility should be noted. Knowledge and experience with AHCA and ICRA construction standards is critical to this project and should be included. Finally, highlight any experience in restoring partially occupied health care facilities.

Use additional sheets if necessary or identify the sections of your submission that are responsive to this request.

ATTACHMENT 1
BMC RFP FOR RESTORATION
OF THE SOUTH PATIENT TOWER

REQUIRED FORMS and CERTIFICATIONS

CONFLICT OF INTEREST AND LITIGATION STATEMENT

The conflict of interest and litigation statements are for informational purposes only and will not be used in the initial scoring process.

Please mark one of the following:

- To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients, contracts, or property interest for this project.

- The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

Please mark one of the following:

- The undersigned firm has had no litigation on any engineering projects in the last five years.

- The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five years.

The District reserves the right to request additional information on these subjects and also to eliminate any firm from the selection process that has material conflict(s) of interest or a history of litigation resulting from engineering errors or omissions or unethical or illegal business practices.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

MINORITY BUSINESS ENTERPRISE

State whether your firm or any firm to which you may subcontract services related to this project, is a certified minority business enterprise as defined by federal law or the Florida Small and Minority Business Assistance Act of 1985.

Prime Consultant: _____

Subcontracted Services: _____

ANTI-COLLUSION CLAUSE

Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date _____

DRUG FREE WORKPLACE

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 Proposal 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 Proposal, 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 the following:

(Check one and sign in the space provided.)

_____ This firm complies fully with the above requirements.

_____ This firm does not have a drug free work place program at this time.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

**Certification Regarding
Debarment, Suspension,
Ineligibility and Voluntary
Exclusion**

Contractor Covered Transactions

- (1) The prospective contractor of the Recipient certifies, by submission of this document, 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 or agency.

- (2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

FEDERAL REGULATIONS CONTRACT REQUIREMENTS

FEDERAL EMERGENCY MANAGEMENT AGENCY

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern.

Contractor means an entity that receives a contract.

The services performed by the awarded Contractor shall be in compliance with all applicable grantor regulations/requirements, and additional requirements specified in this document. It shall be the awarded Contractor's responsibility to acquire and utilize the necessary manuals and guidelines that apply to the work required to complete this project. In general,

- 1)The contractor (including all subcontractors) must insert these contract provisions in each lower tier contracts (e.g. subcontract or sub-agreement);
- 2)The contractor (or subcontractor) must incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
- 3)The prime contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider.

FEDERAL CONTRACT PROVISIONS

- 1. Conflict of Interest** - This Contract/Work Order is subject to chapter 112, F.S. The vendor shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Contractor's company or its affiliates.
- 2. Discriminatory Vendors** – (1) No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance during the term of the contract. (2) Contractor shall disclose if they appear on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S. may not: 1) Submit a bid on an agreement to provide any goods or services to a public entity; 2) Submit a bid on an agreement with a public entity for the construction or repair of a public building or public work; 3)Submit bids on leases of real property to a public entity; or 4) Be

awarded or perform work as a consultant under an agreement with any public entity; or transact business with any public entity.

3. **Lobbying** - No funds received pursuant to this Agreement may be expended for lobbying the Federal or State Legislature, the judicial branch, or a federal or state agency. The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

4. **Record Retention** – A. The contractor shall maintain and retain sufficient records demonstrating its compliance with the terms of the Agreement for a period of at least five (5) years after final payment is made and shall allow the County, the State, or its authorized representatives access to such records for audit purposes upon request. B. In the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the County, the FEMA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims
5. **Diversity** – All contracting and subcontracting opportunities afforded by this solicitation/contract embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract

will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a Minority Business vendor. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

6. **Applicable Laws** - The contractor shall comply with all applicable federal, state and local rules and regulations in providing services to the County. The contractor acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations and that FEMA financial assistance may be used to fund the contract. As such, the contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
7. **Administrative, Contractual, or Legal Remedies** - Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.
8. **Termination for Cause and for Convenience** - This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (a) Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (b) An opportunity for consultation with the terminating party prior to termination.

This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in I (a) above. If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but no amount shall be allowed for anticipated profit on unperformed services or other work, and any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice. For any termination, the equitable adjustment shall provide for payment to the contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the contractor in performing this contract, whether completed or in process.

- 9. Patents and Data** - No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the contractor. The grantor agency and the grantee shall possess all rights to invention or discovery, as well as rights in data which may arise as a result of the contractor's services.

- 10. Clean Air Act and Federal Water Pollution Control Act** - (1) 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.* (2) 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.* (3) The contractor agrees to report each violation to the County and understands and agrees that the County 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. (4) 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.

- 11. Suspension and Debarment** (1) 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). (2) 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. (3) This certification is a material representation of fact relied upon by the County. 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 the Florida Department of Emergency Management, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions." (5) The Contractor's debarment and suspension status will be validated by the County at the System for Award Management at www.sam.gov and the State of Florida at: <http://dms.myflorida.com/business/operations/state/purchasing/vendorinformation>.

12. Reporting - The contractor will provide any information required to comply with the grantor agency requirements and regulations pertaining to reporting. It is important that the contractor is aware of the reporting requirements of the County, as the Federal or State granting agency may require the contractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements to the granting agency.

13. Access to Records – (1) The contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.”

Pursuant to Section 20.055(5), F.S., the contractor will cooperate with the State of Florida's Inspector General in any investigation, audit, inspection, review, or hearing.

14. Energy Efficiency Standards - The 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.

15. DHS Seal, Logo, and Flags - “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”

16. 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.

17. 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.”

18. Recovered Materials –

(1) 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 (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

19. Discriminatory Vendors List: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, 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 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.

20. Inspector General Cooperation: The Parties agree to comply with Section 20.055(5), Florida Statutes, for the inspector general to have access to any records, data and other information deemed necessary to carry out his or her duties and incorporate into all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

21. Contracting With Small And Minority Businesses, Women's Business Enterprises, And Labor Surplus Area Firms

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(0) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(1) 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;

(2) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(3) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(4) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

22. Equal Opportunity Clauses

Compliance with Regulations: The contractor shall comply with the Acts and the Regulations relative to Nondiscrimination in federally-assisted programs, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

During the performance of any awarded “federally assisted contracts” the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers’ representative of the contractor’s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor’s noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) the contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a

means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

23. Compliance With Davis-Bacon Act

(1) Contractor. The contractor shall comply with 40 U.S.C. § 3141 – 3144 and 3146 - 3148, as supplemented by Department of Labor regulations 29 C.F.R. pt. 5 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The 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.

(3) 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.

24. Compliance With Copeland “Anti-Kickback” Act

(1) Contractor. The 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.

(2) Subcontracts. The 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.

(3) 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.

25. Contract Work Hours And Safety Standards Act 40 U.S.C. 3702 And 3704, As Supplemented By Department Of Labor Regulations (29 CFR Part 5)
Compliance with the Contract Work Hours and Safety Standards Act.

(1) 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.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) 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 (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County 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 (2) of this section.

26. 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 subrecipient 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 subrecipient 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.

27. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (As Amended)

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. 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 any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.