



REQUEST FOR PROPOSALS (RFP)

RFP NO. 5002-2023-2024

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) GRANT MANAGEMENT SERVICES

**PURCHASING DEPARTMENT
2845 SE DIXIE HWY STUART, FL., 34997
TEL (772) 219-1255
EMAIL bids@martinschools.org**



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NOTICE OF REQUEST FOR PROPOSAL

Solicitation Documents may be obtained by registering with www.demandstar.com, <http://www.vendorregistry.com>, or the School District's Website: <https://www.martinschools.org/page/information-for-vendors>.

Proposers who obtain solicitation documents from any other source are cautioned that the solicitation package may be incomplete. Furthermore, all addenda issued will be posted and disseminated by DemandStar and Vendor Registry to planholders/members.

School Board reserves the right to: (i) waive any informalities or irregularities, (ii) reject any and all proposals that are incomplete, conditional, non-responsive, or which contain additions not allowed for, (iii) reject any or all proposals in whole or in part with or without cause, (iv) re-advertise for proposals, (v) award in whole or in part to one or more Proposers, and (vi) accept the proposal which best serves the School Board. The following meeting dates are subject to change according to the needs of the School Board.

RFP Number:	5002-2023-2024
RFP Name:	FEMA Grant Management Services
RFP Advertising/Publish Date:	4/3/24
Questions Deadline: 4/17/24, by no later than 2:00 PM eastern time (EST)	The Purchasing Department will receive written requests for clarification and inquiries concerning the meaning or interpretation of this RFP by no later than 2:00 PM eastern time on April 17, 2024 . Questions shall be emailed to bids@martinschools.org with reference to the RFQ number in the subject for faster recognition. Only questions answered by formal written Addenda issued by the District Purchasing Department shall be binding. Oral and other interpretations or clarifications shall be without legal effect. The School District shall record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the School District shall make every attempt to issue such addenda at least seven (7) calendar days before the date fixed for receiving submittals.
RFP Closing Date/Time: 5/1/24, by no later than 2:00 PM EST	Firms desiring to provide the services described shall submit package by completing and returning all required documents indicating Proposer's name and Project Name, RFP Number, and date and time of the RFP opening no later than 2:00 PM eastern time on May 1, 2024. Late proposals will be retained unopened. Submittals will be opened and read aloud via Zoom teleconference.
Submittal Requirements:	Proposal package must be submitted electronically through www.demandStar.com or bids@martinschools.org by responding no later than the designated deadline date and time. A Proposer's failure to submit as required before the deadline shall cause their submittal to be disqualified. It is the sole responsibility of the Proposer to ensure their submittal is received as required. The District shall in no way whatsoever be responsible for any delays caused by power outages or failures: email delivery or internet. Hard copies, mailed, or facsimile shall not be accepted. No exceptions will be considered. Proposers may not withdraw their RFP submittal for a period of ninety (90) calendar days after the day set for the opening of RFP's.
Proposed Evaluation Committee Mtg	5/7/24 at 11:00am
Anticipated Award Date	6/18/24
Contact Information:	Start all email subject lines with the RFP number for faster recognition to: bids@martinschools.org
RFP Statement of Work:	The School Board of Martin County, Florida is soliciting proposals from qualified and experienced professional consultants or firms to provide their expertise to augment, implement, and manage the District's capabilities to receive the maximum recovery funding from the Federal Emergency Management Agency (FEMA) and the State of Florida under the FEMA Public Assistance (PA) Grant Program under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended for future declared disasters in accordance with the Federal Emergency Management Agency (FEMA) regulations and guidelines on an as-needed basis for an initial two (2) year contract period with three (one) year renewal options.

ADVERTISEMENT PUBLICATION

Martin County School Board
2845 S.E. Dixie Highway, Building 7
Stuart, FL 34997

RFP# 5002-2023-2024

FEMA GRANT MANAGEMENT SERVICES

The School Board of Martin County, Florida is soliciting proposals from qualified and experienced professional consultants or consulting firms to augment, implement, and manage the District's maximum recovery funding from the Federal Emergency Management Agency (FEMA) and the State of Florida under the FEMA Public Assistance (PA) Grant Program under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended for future declared disasters.

The ideal candidate shall possess demonstrated experience in programmatic disaster recovery and must have intimate knowledge and expertise in the operations of the FEMA Public Assistance Program including Hazard Mitigation Grant Program, assistance with maximizing Federal Emergency Management Agency (FEMA) funding, expedite the process, retain funds during project, closeout, and audit services in accordance with the Federal Emergency Management Agency (FEMA) regulations and guidelines on an as-needed basis for an initial two (2) year contract period with three (one) year renewal options.

Solicitation Documents may be obtained by registering with www.DemandStar.com or from the Purchasing Website: <https://www.martinschools.org/Page/945>. The District is not responsible for the content of any submittal package received through any 3rd party service or any other source.

Firms desiring to provide the services described shall submit one (1) complete electronic submittal, contained in one (1) file, PDF format preferred, submitted electronically through www.DemandStar.com or bids@martinschools.org containing all of the required information **no later than 2:00pm, May 1, 2024.**

Questions: Email bids@martinschools.org by no later than 2:00 pm eastern time on April 17, 2024.

Martin County School District Website: <https://www.martinschools.org/page/public-notices>

DemandStar: <https://network.demandstar.com/>

Vendor Registry: <http://www.vendorregistry.com/>

Publish Date: April 3, 2024

SECTION II DEFINITIONS

1. **BOARD/DISTRICT:** The Martin County School Board (District) a political subdivision of the State of Florida, and its individual and collective departments, managers, staff, and facilities.
2. **CONSULTANT:** To work or serve in an advisory capacity. A person or company that possesses unique qualifications which allow them to perform specialized advisory services usually for a fee.
3. **CONSULTANT SERVICES:** Services of an advisory nature required to support policy development, decision-making, administration, or management of a business or public entity; generally provided by individuals or organizations who possess specific knowledge, technical skills or unique abilities not usually available in-house or from within the entity.
4. **CONTINGENCY PLANNING:** Planning that applies to issues resulting from a crisis, emergency or interruption of a critical service.
5. **CONTINGENT FEE:** A commission, percentage or other fee that is conditional upon the success that a person or concern has in securing a contract.
6. **CONTRACT:** The written agreement for performance of the Statement of Work according to the terms and conditions in accordance with the Request for Proposal established by the District's Legal Department and entered into between the District and the successful Proposer.
7. **EVALUATION/SELECTION COMMITTEE:** District staff and/or outside consultants assigned to evaluate the submitted proposals.
8. **FEMA:** The Federal Emergency Management Agency: The Federal Emergency Management Agency (FEMA) is the federal agency responsible for leading the Nation's efforts to prepare for, protect and mitigate against, respond to, and recover from the impacts of natural disasters and man-made incidents or terrorist events.
9. **FLORIDA STATUTE (FS):** The written laws approved by legislatures, parliaments or house of assembly.
10. **LEGISLATIVE LAW:** A source of public procurement law that may include written constitutions, statutes, ordinances, and charters.
11. **LOBBYING:** 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 board member or District personnel after advertisement and prior to the posted recommendation on the award of the Contract.
12. **PROCUREMENT:** Buying, purchasing, renting, leasing or otherwise acquiring any goods and/or services for public purposes in accordance with the law, rules, regulations and procedures intended to provide for the economic expenditure of public funds. For the purpose of this policy, procurement refers to those goods and/or services, except professional services, solicited by the Purchasing Department pursuant to District and State Board of Education requirements.
13. **PROFESSIONAL SERVICES:** Services rendered by members of a recognized profession or possessing a special skill. Such services are generally acquired to obtain information, advice, training, or direct assistance.
14. **“PROVIDER”, “RESPONDENT”, “CONTRACTOR”, “VENDOROR” OR “SUCCESSFUL PROPOSER” OR “CONSULTANT”:** Any individual, firm, or corporation submitting a proposal for this project, acting directly or through a duly authorized representative. For the purpose of this RFP Proposer shall mean the same thing as the Respondent. The Proposer receiving an award as a result of this Request for Proposal. Said terms may be used interchangeably while retaining the same meaning.
15. **PURCHASING DEPARTMENT:** The Purchasing Department of the Martin County School District.

- 16. QUALIFICATIONS/PROPOSAL, PROPOSALS**, shall refer to any Offer(s) submitted in response to this Request for Proposals.
- 17. REQUEST FOR PROPOSAL, RFP”, OR PROPOSAL:** means a solicitation from potential proposers for goods and/or services for which the scope of work, specifications or contractual terms and conditions cannot reasonably be closely defined and where price may not be the primary evaluation factor. Evaluation of a submittal response is based on established criteria, which may include, but not be limited to, qualifications, experience, knowledge, operational approach, servicing procedures, and references.
- It includes all exhibits and attachments as approved by the District, and addenda or change orders issued by the Purchasing Department. In addition, these terms are used interchangeably in this Request for Proposals while retaining the same meaning.
- 18. RESPONSIBLE PROPOSER, OFFERER, QUOTER, OR RESPONDENT:** An individual or business which has submitted an offer, proposal, quotation, or response, and which has the capability/capacity in all respects to perform fully the contract requirements, and the integrity and reliability which shall give reasonable assurance of good faith and performance.
- 19. RESPONSIVE PROPOSER, OFFERER, QUOTER, OR RESPONDENT, VENDOR, CONTRACTOR** means an individual or business that has submitted an, offer, proposal, quotation or response, that conforms in all material respects to the solicitation.
- 20. SPECIALIST:** A person who concentrates primarily on a particular subject or activity; a person highly skilled in a specific and restricted field.
- 21. SUBCONTRACTOR/SUB-CONSULTANT:** Any person, firm, entity, or organization, other than the employees of the successful Proposer, who contract with the successful proposer to furnish labor, or labor and materials, in connection with the Work or Services to the District, whether directly or indirectly, on behalf of the successful proposer.
- 22. WORK, SERVICES, PROGRAM, PROJECT, OR ENGAGEMENT:** All matters that shall be required to be done by the successful Proposer in accordance with the Statement of Work, and the Terms and Conditions of this RFP.



SECTION III

INSTRUCTIONS TO PROPOSERS

1. **REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY:** Possession of firearms will not be tolerated in or near school buildings. Nor will violations of Federal or State Laws and any applicable District policy regarding Drug Free Workplace be tolerated. Violators shall be subject to immediate termination. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

No person who has a firearm in their vehicle may park their vehicle on District property. Furthermore, no person may possess or bring a firearm on District property.

If any employee of an awarded Proposer or subcontractor is found to have a firearm on District property, said employee shall be terminated from the project. If the awarded Proposer or subcontractor fails to ensure that said employee is restricted from the project may result in contract cancellation and/or termination.

Proposers are advised that they are responsible to ensure that no employee, agent or representative of their company who has been convicted or who is currently under investigation for a crime against children in accordance with section 435.04, Florida Statutes shall enter any school site.
 2. **FINGERPRINTING, JESSICA LUNSFORD ACT:** Contractor, his subcontractors, vendors and suppliers who are to be permitted access to school grounds while students are present, or have direct contact with students or have access to or control of school funds shall obtain Level 2 background screening in accord with F. S.1012.465 – Jessica Lunsford Act.
 - 2.1 Level 2 screening excludes personnel working on school district property where students are present who have criminal records that include sexual offender, sexual misconduct with developmentally disabled or mental health patients, terrorism, murder, kidnapping, lewd, lascivious or indecent acts or exposure, incest, child abuse or neglect.
 - 2.2 Persons screened as noted above with other types of criminal history may be allowed on school grounds provided under following conditions:
 - 2.3 Contractor/CM, subcontractors, vendors and suppliers shall be under continuous direct supervision of school district employee or Level 2 screened and cleared employee as noted above.
 - 2.4 Contractor/CM, subcontractors, vendors and suppliers may be allowed on student occupied site if area of construction is isolated from students by continuous six foot high chain link fence separating work area and school.
 - 2.5 Persons with current Level 2 clearance who are subsequently arrested for disqualifying offenses shall be disqualified from access to school sites and shall immediately surrender their Photo ID Badge to their employer who shall be responsible for returning badge to Martin County School District's Department of Human Resources within 48 hours of arrest or notice of arrest or criminal offense.
 - 2.6 Persons failing to notify their employer and Martin County School District's Department of Human Resources within 48 hours of arrest will be charged with 3rd degree felony, punishable by up to five years imprisonment and \$1,000 fine.
 - 2.7 Employers of persons having been arrested for disqualifying offenses who subsequently allows said employee to continue working on school property may also be charged with 3rd degree felony, punishable by up to five years imprisonment and \$1,000 fine.
 - 2.8 Contractor/CM, his subcontractors, vendors and suppliers working on school board sites shall be fingerprinted and obtain work badges.
 - 2.9 Questions regarding fingerprinting or identification badge processing may be directed to District Personnel Department at (772)219-1255, Ext. 30296.
 - 2.10 The fingerprint screening must be completed in advance of the awarded Proposer providing any services. The awarded Proposer shall bear the cost of acquiring the background screening required by Fla. Stat. 1012.32, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the awarded Proposer and its employees. Awarded Proposer shall provide District with a list of its employees. Awarded Proposer shall update these lists in the event that any new employees are added and awarded Proposer agrees that new employees shall be fingerprinted. Awarded Proposer agrees that in the event any employee is convicted of a criminal offense, the awarded Proposer shall notify the District within forty-eight (48) hours.
 - 2.11 The parties agree in the event that the awarded Proposer fails to perform any of the duties described in the above paragraph, this shall constitute a breach of the contract entitling the District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Awarded Proposer agrees to indemnify and hold harmless the District, its officers and employees from any liability whatsoever resulting from awarded Proposer's failure to comply with the requirements of this paragraph or F.S.1012.32 and 1012.465.
3. **QUALIFICATIONS:** Proposals shall be considered from qualified firms or individuals whose experience and expertise includes successful work in similar projects. Also, the firm must have a sufficient number of qualified staff in the applicable disciplines to complete the work in the time required and in accordance with State of Florida statutes and standards, if applicable. The District may conduct such investigations as it deems necessary to establish the responsibility, qualifications and financial ability of the Proposers, proposed subcontractors and other persons and organizations to do the work in accordance with the Contract Documents to the District's satisfaction within the prescribed time. The District reserves the right to reject the Proposal of any Proposer who does not pass any such evaluation to the District's satisfaction.
 4. **ANNUAL APPROPRIATION:** This Proposal is conditional upon the District having funding to implement the Contract.
 5. **FUNDING OUT:** Florida School Laws prohibit the Board or its designee from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the contracts. It is necessary that fiscal funding out provisions be included in all RFPs in which the terms are for periods of longer than one year. Therefore, the following funding out provisions are an integral part of this Request for Proposals and must be agreed to by all Proposers:

The Board or its designee may, during the contract period, terminate or discontinue the items covered in this RFP for lack of appropriated funds upon the same terms and conditions. Such prior written notice will state that the lack of appropriated funds is the reason for termination, and Board agrees not to replace the equipment or services being terminated with equipment and services with functions similar to those performed by the equipment covered in this RFP from another awarded Proposer in the succeeding funding period.



- 6. **COST OF PROPOSAL:** Costs, either direct or indirect, incurred by the Proposer in the preparation, presentation, demonstration, delivery or for any other reason associated with the submittal of this Proposal are solely the responsibility of the Proposer and not the District, and are not to be charged to the District.
- 7. **BACKGROUND INVESTIGATION:** As a part of the RFP evaluation process, the District may conduct a background investigation including a criminal record check of Proposer's officers and/or employees, by the Sheriff's Office. The Proposer's submission of a RFP constitutes acknowledgement of and consent to such investigation. The District shall be the sole judge in determining the Proposer's qualifications.
- 8. **FACILITIES:** The District reserves the right to inspect the Proposer's facilities at any reasonable time, prior to award of the Proposal, during normal working hours, with prior notice to determine that it has a bona fide place of business, and is a responsible Proposer.
- 9. **INQUIRIES:** Inquiries concerning Proposal Submittals should be made in writing o bids@martinschools.org. The District will respond to written inquiries, if received at least 10 calendar days prior to the date scheduled for opening the proposals. The District shall record its responses to inquiries and any supplemental instructions in the form of a written addendum. **Written addenda shall be disseminated via www.demandstar.com.** No interpretation shall be considered binding unless provided in writing to the Martin County School District Purchasing Department. **It is the sole responsibility of the Proposer to ensure all addenda are received.**

CONTACT WITH MARTIN COUNTY SCHOOL DISTRICT PERSONNEL OTHER THAN PURCHASING STAFF OR A DESIGNATED REPRESENTATIVE REGARDING THIS REQUEST FOR PROPOSALS SHALL BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.
- 10. **INTERPRETATIONS AND ADDENDA:** All Proposers shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies should be brought to the attention of the Purchasing contact person through written communication prior to opening of the proposals. Failure to do so on the part of the Proposer shall constitute an acceptance by the Proposer of any subsequent decision by the District. MCSB will receive written requests for clarification concerning the meaning or interpretation of this RFP by issuance of addenda via www.demandstar.com, until ten (10) days prior to the submittal date. Questions shall be emailed to bids@martinschools.org with reference to the RFP number in the subject for faster recognition. Only questions answered by formal written Addenda issued by the MCSB Purchasing Department shall be binding. Oral and other interpretations or clarifications shall be without legal effect.
 - 10.1 If there is a conflict between the General Conditions, Special Conditions, Technical Specifications and Drawings, refer to general conditions, and Order of Precedence.
 - 10.2 Receipt of all addenda shall be acknowledged, signed by the Proposers.
 - 10.3 Respondents may not contact any member of the selection committee, District employees or Board members.
- 11. **DELAYS:** The District may delay scheduled due dates if it is to the advantage of the District. The District shall notify proposers of all changes in scheduled due dates by written addenda. However, it is the sole responsibility of the Proposer to ensure that their proposal is submitted on or before the RFP Due Date and Time. The District shall in no way be responsible for any delays arising from or caused by any occurrence whatsoever in its receipt of any proposals after the RFP Due Date and Time. *No exceptions will be made.*

- 12. **SUBMITTAL INFORMATION:** Proposer should submit their proposal indicating Proposer's name and Project Name, RFP Number, and time and date of the RFP opening. The submission of proposals shall be submitted electronically through www.DemandStar.com or bids@martinschools.org by Proposers responding to this RFP no later than the designated deadline date and time. A Proposer's failure to submit a proposal as required before the deadline shall cause their proposal to be disqualified. Late proposals will be retained unopened.
 - 12.1 All submittals must be compatible with Microsoft Office or Portable Document Format (PDF). The Proposer can only view/submit his/her Electronic Submittal and will not have access to any other Proposer's submittals. The Proposer's Electronic Submittal may be changed at the Proposer's discretion until the RFP Due Date and Time is reached. The Proposer will no longer be allowed to change or have access to the electronic submittal after the RFP Due Date and Time as the District will open all proposals on said date. Any Proposer who is submitting an Electronic Submittal for the first time is strongly encouraged to contact DemandStar by e-mailing questions to demandstar@demandstar.com.
 - 12.2 Submit the entire Proposal Package by completing and returning all required documents tabbed and as described in Section VI. All submittals are required to be electronic and be contained in one (1) file. No hard copies will be accepted.
 - 12.3 Proposals, once opened, become the property of the District and shall not be returned to the Proposers. Upon opening, proposals become "public records" and shall be subject to public disclosure in accordance with Chapter 119, Florida Statutes.
 - 12.4 Offers by facsimile, telegram, or telephone are **not** acceptable. Offers shall NOT be altered by the respondent after opening of the RFPs. Respondent's Name shall be publicly announced at the opening time and place indicated. All Proposers and their representatives are invited to attend. RFP tabulations are posted online at www.demandstar.com.
 - 12.5 All RFPs shall remain subject to acceptance for ninety (90) calendar days after the day of the RFP opening.
 - 12.6 It is the sole responsibility of the Proposer to assure that his or her submittal is uploaded to DemandStar or bids@martinschools.org on or before the RFP Due Date and Time. The District shall in no way whatsoever be responsible for any delays caused by any power outages or internet failures. No exceptions will be made.
- 13. **EXECUTION OF PROPOSAL:** Respondents shall submit their response electronically as described above. For this purpose, all references herein to signing requirements or other required acknowledgments hereby include either a manual signature in blue ink or by electronic digital signature by an authorized officer of the proposing firm who is legally authorized to enter into a contractual relationship in the name of the Proposer. Proposal must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by Proposer to any part of the Proposal document must be initialed in ink. The respondent agrees that the action of electronically submitting its response constitutes the following:
 - An electronic signature on the responses.
 - An electronic signature on any form or section specifically calling for a signature and
 - An affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.
 - Compliance to electronic signatures as specified in F.S. Chapter 668.

The submittal of a Statement of Proposal by the Proposer shall be considered by the District as constituting an Offer by the Proposer to perform the required services.



Proposals by corporations must be executed in the corporate name by the President or Vice President (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the Secretary or Assistant Secretary. The corporate address and State of Incorporation shall be shown below the signature.

Proposals by partnership must be executed in the partnership name and signed by a general partner, his title must appear under his signature and the official address of the partnership must be shown below the signature.

All names of persons signing documents must be typed or printed below the signature.

14. **EVALUATION METHODOLOGY:** The District shall assemble an evaluation/selection committee comprised of staff and additional consultants, if necessary. The Selection Committee reserves the right to select the most qualified individuals/firms from review and evaluation of the packages submitted. This committee shall evaluate the proposals and may recommend the top ranked for award or recommend the short-listed firms for visual/oral presentations or request additional or clarifying information. The committee shall evaluate the proposals based on the demonstrated proficiency level of the proposed firm for work of a similar type as specified in the Statement of Services and other requirements as required by the District. Proprietary information from competing responders shall not be disclosed to the public or to competitors prior to any award subject to Public Records Law, Chapter 119, Florida Statutes.

Shortlisted firms may be asked to make a presentation of its qualifications and methodology. Individuals/firms will be notified in writing if they are selected for interview. Notices for interviews will contain explicit instructions concerning location, date, time and length of interviews.

The District reserves the right to negotiate an agreement with the shortlisted firms; individually based upon ranking to reach an agreement with the next ranked firm, or to conduct concurrent negotiations; best and final offers, who shall then be recommended to the District Board for award. The District reserves the right to award one Proposer, to multiple Proposers or to reject all responses. The District shall be the sole judge and final arbiter of its own best interests with the proposal, and the resulting agreement. The District reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each Proposer, including stockholders and principals, before making an award. Awards, if any, shall be based on both an objective and subjective comparison of Proposals and Proposers. The District's decisions shall be final. The District's evaluation criteria are stated in Section VII of this RFP.

15. **AWARD OF CONTRACT:** The District reserves the right to reject any and all Proposals, waive any and all informalities, minor irregularities, and to make a multiple award if it is in the best interest of the District.

District contracts are awarded only when a fully executed written agreement has been returned to the Proposer by the District. No one shall be entitled to rely on any other action as an award. The District shall not be liable for any costs incurred by the Proposer prior to execution of the contract by the parties.

NO AWARD WITH RESPECT HERETO SHALL BE DEEMED FINAL AND ALL SUCH AWARDS SHALL BE DEEMED CONDITIONAL, UNLESS AND UNTIL THE PARTIES SHALL HAVE FULLY EXECUTED THE AGREEMENT(S) CONTEMPLATED HEREIN, AND A FULLY EXECUTED AGREEMENT HAS BEEN RETURNED TO THE PROPOSER, OR A PURCHASE ORDER HAS BEEN ISSUED BY THE DISTRICT TO THE PROPOSER. THE DISTRICT RESERVES

THE RIGHT TO REVOKE ANY AWARD MADE HEREUNDER, WITHOUT PENALTY, PREMIUM OR OBLIGATION, AT ANY TIME PRIOR TO THE DELIVERY OF THE FULLY EXECUTED AGREEMENT(S) OR PURCHASE ORDER TO THE PROPOSER, NOTWITHSTANDING THAT AN AWARD MAY HAVE BEEN PUBLISHED. NO PROPOSER SHALL BE ENTITLED TO RELY ON ANY ANNOUNCEMENT OF AN AWARD, AND THE DISTRICT SHALL IN NO WAY BE ESTOPED IN THE REVOCATION OF AN AWARD PREVIOUSLY GRANTED.

16. **REJECTION CRITERIA/ DISQUALIFICATION OF PROPOSER:**

More than one Proposal from an individual, firm, partnership, corporation, or association under the same or different names shall not be considered. The District reserves the right to reject the proposal of any Proposer in arrears or in default upon any debt or contract to the District or who have failed to perform faithfully any previous contract with the District or with other governmental jurisdictions. All Proposals shall be rejected if there is reason to believe that collusion exists between Proposers. Proposals in which the prices obviously are unbalanced shall be subject to review and/or rejection. Your proposal shall be rejected as non-responsive if any of the following criteria exist (this list is not all inclusive):

- 16.1 The RFP response Package is found to have concealed or contained false and/or misleading information.
- 16.2 Executed requested Attachments/Affidavits or Tab sections are not submitted with the response.
- 16.3 Substitution of (SF) 330, 254 or 255 for Specific Related Experience of the Firm selection and Management Team Tabs shall result in your proposal being rejected as non-responsive.
- 16.4 Not including an executed Proposer signature page.
- 16.5 Not licensed to perform the required work or provide the required product.
- 16.6 Not eligible to Propose due to violations listed under paragraph #22, Public Entity Crimes.
- 16.7 The right is reserved to reject any and all Proposals or to accept the one deemed by the District to be the most advantageous.
- 16.8 Irregular Proposals are defined as those containing serious omissions, unauthorized alternative Proposals, incomplete Proposals or unbalanced Proposals. Failure to provide all of the information required to accompany the Proposal, Proposal Form and Specifications shall be considered a serious omission, which may result in the Proposal being rejected as non-conforming. Failure to fill out forms completely, indicating compliance or deviation for each item may be used as reason for rejection of the Proposal.
- 16.9 The Proposal shows non-compliance with applicable laws or contains any unauthorized additions or deletions, is a conditional Proposal, is an incomplete Proposal, or contains irregularities of any kind which make the Proposal incomplete, indefinite, or ambiguous as to its meaning.

17. **WAIVERS:** The Board, at its sole discretion, reserves the right to reject any and all proposals, accept any proposal or any combination of proposals or waive any minor irregularity or technicality in proposals received and may, at its sole discretion, request a re-proposal, when in its sole judgment, it shall best serve public interest.

18. **NO PROPOSAL:** If not submitting a Proposal, please respond no later than three (3) days prior to the Proposal opening date and time, by returning the acknowledgment, noting the reason in the space provided.

19. **WITHDRAWAL OF PROPOSALS:** Proposers may not withdraw their RFP submittal for a period of ninety (90) calendar days after the day set for the opening of RFPs. Otherwise all Proposals



shall be irrevocable unless the Proposal is withdrawn only by written communication delivered to the Purchasing Department prior to the solicitation closing date and time. The Proposer must present certification to assure that they are indeed an authorized representative of the Proposer's firm at the time such communication to withdraw the Proposal is presented.

20 **CONFLICT OF INTEREST:** The Contractor represents and warrants to the District that no officer, employee, or agent of the District has any interest, either directly or indirectly, in the business of the Contractor to be conducted hereunder. The Contractor further represents and warrants to the District that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that it has not paid, or agreed to pay any person, company, corporation, individual, or firm, other than bona fide Personnel working solely for the Contractor any fee, commission, percentage, gift or other consideration, contingent upon, or resulting from the award or making of this contract. The Contractor also acknowledges that it has not agreed as an expressed or implied condition for obtaining this contract, to employ or retain the services of any person, company, individual or firm in connection with carrying out this contract. It is understood and agreed by the Contractor that, upon the breach or violation of this Section, the District shall have the right to terminate the contract without liability and at its sole discretion, and to deduct from the contract price, or to otherwise recover, the full amount of such fee, commission, percentage, gift or consideration paid by the Contractor.

20.1 The Contractor represents that it presently has no interest, either direct or indirect, while performing the services required by this contract, which would conflict in any manner with Florida Statutes. The Contractor represents that no person having any such interest shall be employed during the term of this contract, including any officer, employee or agent of the District.

20.2 The Consultant represents and warrants that it has no current contracts with any entity that would create any conflict of interest in the Consultant's ability to perform the services required by this contract. Further, the Consultant represents and warrants that throughout the term of this contract, it will not undertake any work that would create such a conflict in interest.

20.3 The Consultant shall promptly notify the District in writing by certified mail or electronic mail of all potential conflicts of interest for any prospective business association, interest or other circumstance that may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the District as to whether the association, interest or circumstance would, in the opinion of the District, constitute a conflict of interest if entered into by the Contractor. If, in the opinion of the District, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the District shall so state in the notification and the Contractor shall, at its option, enter into such association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the District by the Contractor under the terms of this Contract.

21 **NON-COLLUSION:** By submitting a Proposal the Proposer certifies that it has not divulged discussed or compared its Proposal with other Proposers and has not colluded with any other Proposer or parties to a Proposal whatsoever. Any such violation shall result in the cancellation and/or return of materials (as applicable) as being non-conforming and removal from the District's Proposal list(s).

22 **PUBLIC ENTITY CRIMES:** The Proposer 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 the State of Florida or Federal Government. Further, Proposer certifies that it has divulged, in its Proposal response information regarding any of these actions or proposed actions with other governmental agencies.

22.1 Pursuant to F.S. 287.133, as amended: a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a Contract to provide any goods or services to a public entity, may not submit a Proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a Vendor, supplier, subconsultant, 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 F.S. 287.017 for CATEGORY TWO or higher for a period of 36 months from the date of being placed on the convicted vendor list.

22.2 The awarded Proposer or any subcontractor shall not employ any persons with multiple felonies and / or crimes against children. The awarded Proposer must provide documented proof of efforts to comply with this requirement. The Owner may declare any noncompliance or lack of diligent effort by the awarded Proposer to comply as a breach of contract and immediately terminate the services of the awarded Proposer.

22.3 Any employees involved in any Chapter 435, Florida Statutes offenses are precluded from continuing to work on a project and must be replaced. Failure to comply may result in the immediate termination of the awarded Proposer's contract at the sole discretion of the District. Lack of knowledge by the Proposer shall in no way be a cause for relief from responsibility.

23. **PROPOSAL AS PUBLIC DOMAIN:** All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of chapter 119, Florida Statutes. This includes material that the responding Proposer might consider to be confidential or a trade secret. The proposal will become part of the public domain upon opening. **Vendors shall not submit pages marked "proprietary" or otherwise "restricted".**

24. **PUBLIC RECORDS:** Pursuant to Florida Statute Section 119.071 (3)(b) F.S., sealed Proposals or proposals received by an agency pursuant to invitations to Proposal or requests for proposals are exempt from the provisions of 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to §120.57(3)(a), F.S. or within 10 days after Proposal/proposal opening, whichever is earlier.

If the Consultant has questions regarding the application of chapter 119, Florida statutes, to the Consultant's duty to provide public records relating to this contract, contact the custodian of public records at 772. 219.1200,



ext. 30368, 1939 SE Federal Highway, Stuart, Florida 34994 or click [here](#).

- 24 **LICENSES:** Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of receipt. The submittal of any Proposer that is not fully licensed and/or certified shall be rejected.
- 25 **SUNBIZ:** Proposers, both corporate and individual, must provide proof that their firm is registered with the Division of Corporations for the State of Florida.
- 26 **BUSINESS TAX RECEIPT:** Proposer shall comply with Business Tax Receipt requirements for their business location, if applicable.. A copy of the business tax receipt or proof of exemption must be included with the submittal package, if applicable.
- 27 **PROPOSER MAILING ADDRESS:** It is the responsibility of every Proposer to register and maintain their current registration information. Proposers that have received the RFP from DemandStar.com must maintain their information on the DemandStar database. Awarded firms must maintain their current registration information with the Purchasing Department. DemandStar shall be used to make notice of Proposals and other information to Proposers. To check your current registration information log on to <http://www.demandstar.com>. You may also change/ update/revise your mailing address and commodity information on that web site.
- 28 **MINORITY BUSINESS PARTICIPATION:** The District strongly encourages the use of Minority/Woman owned business enterprises for participation as associates, joint ventures, prime Proposers, and sub-Proposers in contracting opportunities.
- 29 **JOINT PROPOSALS:** In the event multiple Proposers submit a joint Proposal in response to the Proposal, a single Proposer shall be identified as the Prime Vendor. If offering a joint Proposal, Prime Vendor must include the name and address of all parties of the joint Proposal. Prime Vendor shall provide all bonding and insurance requirements, execute any Contract, complete the required response form shown herein, and have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one Proposer shall be acceptable. Prime Vendor responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other Proposers participating or present at District meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. The Prime Vendor shall also prepare and present a consolidated invoice(s) for services performed. The District shall issue only one check for each consolidated invoice to the Prime Vendor for services performed. The Prime Vendor shall remain responsible for performing services associated with response to this Proposal.
- 30 **LOBBYING:** Proposers are hereby advised that they are not to lobby with any District personnel or board members related to or involved with this Proposal until the administration's recommendation for award. All oral or written inquiries must be directed through the Purchasing Department. Any Proposer or any individuals that lobby on behalf of Proposer during the time specified shall result in rejection / disqualification of said Proposal.
- 31 **CONE OF SILENCE:** A cone of silence is hereby established for all competitive selection processes for the provision of goods and services. The cone of silence is designed to protect the integrity of

the procurement process by shielding it from undue influences prior to the recommendation of contract award. This cone of silence shall be imposed on these procurements after advertisement of same.

The cone of silence prohibits any communication regarding a competitive solicitation process:

- A. A potential vendor, service provider, bidder, lobbyist, or consultant and the staff of the District, including school principals; and;
- B. A potential vendor, service provider, bidder, lobbyist, or consultant and any one (1) or more of the School Board members or member-elects.

Unless specifically provided otherwise in the solicitation, the cone of silence does not apply to the following:

- A. Communications between a potential vendor, service provider, bidder, lobbyist, or consultant and the District's purchasing department.
- B. Communications between a potential vendor, service provider, bidder, lobbyist, or consultant and the District's staff attorney or School Board attorney.
- C. Communications at duly noticed pre-bid meetings and site visits prior to bid opening or post-bid-opening meetings and site visits, which are administered by either the purchasing department or the planning and construction department, prior to issuance of a written recommendation of contract award.

- 32. **KICKBACKS:** Any Contractor giving or offering to any employee and/or official of the School Board, either directly or indirectly, any rebate, percentage of contract, money or other things of value as an inducement or intended inducement, in the procurement of this or any other solicitation, shall be deemed in violation of this agreement, in addition to being in violation of any other municipal, county, state and federal laws and/or ordinances.
- 33. **TRADE SECRETS:** Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the School District's opinion a Trade Secret pursuant to Florida law, shall be void.
 - 33.1 If a Proposer submits any documents or other information to the School District which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Law"), the Proposer shall clearly designate that it is a Trade Secret (in bold 14 point font and capitalized letters) and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida law. The School District shall not be liable for the use or disclosure of trade secret data that Proposer has failed to mark as such.
 - 33.2 The Proposer agrees and consents that the School District shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. Pricing will not be considered a Trade Secret.
 - 33.3 The School District's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the School District and School Board and the School District's officers, employees, School Board members, and agents, against any loss, damages, judgments, attorneys' fees or costs incurred by any person or entity as a result of the School District's treatment of records as public records or records exempt as Trade



Secrets. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL, AND DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

33.4 The School District will provide Proposer with prompt notice by phone and/or email of any request for public records in which that Proposer has claimed an exemption information being a Trade Secret so that the Proposer may seek, at its sole expense, an appropriate protective order from a court of competent jurisdiction. In the event the Proposer elects not to seek an appropriate protective order or is unable to obtain such an order within no later than ten (10) business days following receipt of notice, the Proposer agrees and consents that the School District shall be permitted to respond to the public records request with the response not being deemed a breach by the School Board of its obligations under the Agreement or the Florida Statutes governing Trade Secret exemptions. The Proposer would then be waiving any rights relating to Trade Secrets under Florida law. Proposer agrees to defend, indemnify, and hold harmless the School District and School Board and the School District's officers, employees, School Board members, and agents, against any loss, damages, judgments, attorneys' fees or costs incurred by School Board as a result of the School District's providing the records in response to the public records request or withholding them based on Proposer's assertion of the Trade Secret exemption.

33.5 The indemnification provisions survive the School Board's award of the contract and remain as long as the trade secret data is in the possession of the School Board.

34. **ASSIGNMENT:** The successful Proposer shall not sub-contract, assign, transfer, convey, sublet, or otherwise dispose of the contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the District. Furthermore, the awarded Proposer shall not transfer or assign the performance required by this RFP without the prior written consent of the District. Any award issued pursuant to this RFP and monies that may become due hereunder are not assignable except with prior written approval of the District.

35. **SUBCONTRACTING:** On occasion, the use of subcontracted services may be required. This is for service that is needed on occasion, not in the regular course of services. It is the intention of this proposal not to subcontract any work. However, if a vendor must subcontract, they may not subcontract any more than 25% of any portion of this contract for any reason. (The District discourages subcontracting practices for any substantial portion of the requested services in this proposal). If Proposers are subcontracting, this information is to be submitted with their bid response in writing on the attached form or as a separate attachment subcontractor's information as follows; name, address, license number, type of work to be performed and percentage of work that may be provided by Subcontractor.

The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of a contract or failed to deliver on-time contracts of a similar nature, or who, the District has determined in its sole discretion, is not in the position to perform the contract due to the subcontractor's size, experience, or resources. The District reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor shall be equally responsible for meeting all requirements specified in the Request for Proposal.

Nothing contained in this RFP will be construed as establishing any contractual relationship between any sub-proposer(s) and the District. The awarded Proposer (s) shall be fully responsible to the District for the acts and omissions of the subcontractor (s) and their employees. After award of contract, any changes in subcontractors requires prior School District written approval.

36. **STATE OF FLORIDA TERM CONTRACTS 1010.04, F.S.:** (1)(a) Purchases and leases by school districts and Florida College System institutions shall comply with the requirements of law and rules of the State Board of Education. (b) Before purchasing nonacademic commodities and contractual services, each district school board and Florida College System institution board of trustees shall review the purchasing agreements and state term contracts available under s. 287.056 to determine whether it is in the school board's or the board of trustees' economic advantage to use the agreements and contracts. Each bid specification for nonacademic commodities and contractual services must include a statement indicating that the purchasing agreements and state term contracts available under s. 287.056 have been reviewed.

"The purchasing agreements and state term contracts available under s. 287.056 have been reviewed, and it is determined that the best course of action is to issue a solicitation."

37. CONTRACT TERMS:

- a. A contract resulting from this document shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the State of Florida.
- b. Contractors providing service under this contract assure the School Board that they are conforming to and otherwise complying with the following, as applicable:
 - The Civil Rights Act of 1964, as amended.
 - Clean Air and Water Pollution Acts, 42 U.S.C. 7401-7671q.
 - Federal Water Pollution Control Act, 33 U.S.C. 1251-1387.
 - Executive Order 11738.
 - EPA Regulation, 40 CFR Part 15, which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.
 - Federal, state and local laws and regulations, including the Davis-Bacon Act, pertaining to wages, hours and conditions of employment and 2CFR 200.317 – 200.326, if applicable.
 - Energy Policy and Conservation Act, 42 U.S.C. 6201.
 - Funding Agreement (Rights to Inventions) 37 CFR Part 401.
 - Recovered Materials Section 6002 of Environmental Protection Agency (EPA) at 40 CFR Part 247.
 - Equal Employment Opportunity, 41 CFR Part 60.
 - Copeland "Anti-Kickback" Act, 40 U.S.C. 3145, as supplemented by the Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by loans or grants from the United States".)
 - Contract Work Hours and Safety Standards Act, 40 USC 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5), as applicable.
 - Federal Emergency Management Agency (FEMA), 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards; & The Stafford Act pertaining to disaster response, when applicable.



SECTION IV
GENERAL CONDITIONS

These general terms and conditions apply to all offers made to the Martin County School District by all prospective Proposers including but not limited to Request for Quotes, Invitations to Bid, and Request for Proposals. As such the words "RFP", "bid", and "proposal" are used interchangeably in reference to all offers submitted by prospective Proposers.

Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions and/or Detailed Specifications outlined in this RFP, Section IV, General Conditions, Item #2, Order of Precedence shall prevail.

- 1. CONTRACT TERM: At all times during the term of the contract, the successful Contractor(s) shall act as an independent Contractor and at no time shall be considered an agent or partner of the District.)
1.1 Contract Period: This contract shall be firm for an initial term of two (2) years subsequent to approval by the proper District authorities.
1.2 Option to Renew: The performance period of any contract resulting from this solicitation may be renewed upon mutual agreement between the contractor and the District with no change in terms or conditions.
1.3 Price Increase: Consideration of price increases at each renewal period will be given provided such escalations are justified, reasonable and acceptable to the District, and are based on claims and annual renewal trends.
1.4 Contract Extension: The District reserves the right to automatically extend any Contract for up to ninety (90) calendar days beyond the stated Contract term, under the same terms and conditions of said Contract.
1.5 Contract Amendment: MCSB may require additional services of a similar nature, but not specifically identified in the contract.
2. ORDER OF PRECEDENCE: In resolving conflicts resulting from errors or discrepancies in any of the RFP or Contract Documents, the order of precedence (lower number item controls) shall be as follows:
3. UNBALANCED PROPOSALS: Proposals that are judged to be mathematically or materially unbalanced shall be cause for the Proposal to be rejected as non-responsive.
4. ESTIMATED DOLLAR VALUE: No guarantee of the dollar amount of this RFP is implied or given.
5. INVOICING AND PAYMENT: Payment for any and all invoice(s) that may arise as a result of a Contract or Purchase Order issued pursuant to this Proposal shall be stated in the contract to meet the following conditions to be considered a valid payment request.
6. INCORRECT PRICING/INVOICES: Any pricing on invoices that are incorrect and were not included on the original Purchase Order, must be brought to the attention of the Project Manager and corrected prior to the shipment(s) of goods or initiation of services.
7. DISTRICT PURCHASING CARD: The School District has authorized the use of a Purchasing Card to expedite small dollar purchases for materials, supplies, and other items needed for daily operations.



credit cards by authorized School District personnel for the above mentioned purchases. Proposer (with the exception of travel). Purchase orders are strongly discouraged for purchasing materials, and supplies under \$1,000.

8 **CHANGE ORDERS:** Any addition(s) to the Statement of Work or to a Purchase Order as a result of the RFP award that adds additional costs must be brought to the School Districts attention and approved by the Purchasing Department prior to commencement of additional work, shipment of goods or the addition of unauthorized freight charges. Once approved, a Change Order shall be issued to include the additional costs and work may commence and/or shipment of goods can begin. Additional costs that were not brought to the district's attention and did not result in a Change Order approved by the Purchasing Department shall not be honored.

9 **DISPUTES:** In case of any doubt or difference of opinion as to the services to be furnished hereunder, the decision of the District shall be final and binding on both parties.

10 **PROPOSAL PROTEST:** Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

10.1 Any person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision.

10.2 With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the advertisement of the solicitation.

10.3 The formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.

10.4 For the District to consider the protest, the protesting party shall deliver with the formal written protest to the District a "protest bond" in the amount as follows:

10.4.1 Twenty-five thousand dollars (\$25,000) or 2 percent (2%) of the lowest accepted proposal, whichever is greater, for projects valued over \$500,000; and

10.4.2 Five percent (5%) of the lowest accepted proposal for all other projects, conditioned upon payment of all costs and fees which may be adjudged against the protestor in the administrative hearing.

10.4.3 If at the hearing the agency prevails, it shall recover all costs and attorney's fees from the protestor; if the protestor prevails, the protestor shall recover from the agency all costs and attorney's fees.

10.4.4 If the protest (with respect to 11.2 above) the protest bond shall be the same as 11.4.1 and 11.4.2, except that the protest bond amount shall be calculated against the budgeted amount of the project.

11 **DEBARMENT:** The Board shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

12 **FEDERAL DEBARMENT CERTIFICATION:** Certification regarding debarment, suspension, ineligibility and voluntary exclusion as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, as defined at 34 CFR Part 85, Sections 85.105 and 85.110-(ED80-0013).

The prospective lower tier participant certifies, by submission and signature of this submittal, 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.

Where the prospective lower tier participant is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this solicitation.

13 **DELETION/OVERSIGHT/MISSTATEMENT:** Any deletion, oversight or misstatement of the Specifications shall not release the Proposer from the responsibility of completing the project within the agreed upon time frame.

14 **INDEMNIFICATION:** Consultant shall indemnify, defend with counsel acceptable to the District, and hold harmless to the full extent permitted by law, the District, and its Board, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the project or its failure to comply with any of its obligations contained in these contract documents, except such Liability caused by the active negligence, sole negligence or willful misconduct of the District. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under Workers' Compensation acts, disability benefit acts or other employee benefit acts. The District recognizes its respective liability for certain tortious acts of their agents, officers, employees and invitees to the extent and limits provided in Section 768.28 Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the School District has under said statute.

Consultant shall be liable to the District for any loss or damage to District property arising from or in connection with Consultant's performance hereunder.

15 **DEMONSTRATIONS:** The District may request a full demonstration of any product or service before the award of a contract. All demonstrations will be done at the expense of the Proposer.

16 **COPYRIGHTS OR PATENT RIGHTS:** The Proposer warrants that there has been no violation of copyrights or patent rights in the manufacturing, producing or selling the goods shipped or ordered as a result of this RFP. The seller agrees to hold the District harmless from all liability, loss or expense occasioned by any such violation.

17 **PERFORMANCE:** Throughout the contract period the Contractor(s) performance will be monitored by District staff. If performance fails to meet the standards specified or noncompliance with the conditions, terms, specifications, and requirements of the RFP and receives an unacceptable rating, the District may without cause and without prejudice to any other right or remedy, terminate the contract whenever the District determines that such termination is in the best interest of the District. Consultants receiving an unacceptable rating shall be served by written notice by the Procurement Department. The District shall be the sole judge of nonperformance.



- 18 **DEFAULT:** In case of default by the Proposer, the Board may procure the articles or services from other sources and hold the Proposer responsible for any excess costs incurred thereby.
- 19 **TERMINATION:**
- 19.1 **General** - The CONTRACT may be terminated as follows:
- By the DISTRICT, at its convenience pursuant to paragraph 19.2;
 - By the DISTRICT for CONTRACTOR's failure to adequately perform the Contract, pursuant to paragraph 19.3;
 - By the mutual Contract of the parties; or as may otherwise be provided below.
 - In the event of the termination of the CONTRACT, any liability of one party to the other arising out of any Services rendered, or for any act or event occurring prior to the termination, shall not be terminated or released.
- 19.2 **Termination for DISTRICT's Convenience:** The DISTRICT, by written notice, shall have the right to terminate and cancel the Contract, without the CONTRACTOR being at fault, for any cause or for its own convenience, and require the CONTRACTOR to immediately stop work. In such event, the DISTRICT shall pay the CONTRACTOR for the work actually performed. The DISTRICT shall not be liable to the CONTRACTOR for any other costs, charges, or expenses, including but not limited to, prospective profits and overhead on work not performed.
- 19.3 **Termination for CONTRACTOR's Failure to Perform:** In addition to any other termination provisions that may be provided in the CONTRACT, the DISTRICT may terminate the CONTRACT in whole or in part if the CONTRACTOR makes a false Invoice or fails to perform any obligation under the CONTRACT and does not remedy the failure within fifteen (15) calendar days after receipt by the CONTRACTOR of written demand from the DISTRICT to do so, unless, however, the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within fifteen (15) calendar days, in which case the CONTRACTOR shall have such time as is reasonably necessary to remedy the failure. If the awarded bidder abandons this Contract or causes it to be terminated, awarded bidder shall indemnify the District against loss pertaining to this termination.
- 19.4 **Payment upon Termination:** Upon termination of the CONTRACT, the DISTRICT shall pay the CONTRACTOR for those Services actually rendered and contracted for under the CONTRACT, and those reasonable and provable expenses required and actually incurred by the CONTRACTOR for Services prior to the effective date of termination. Where the CONTRACT is terminated for cause by the DISTRICT, such payment shall be reduced by an amount equal to any reasonable and provable expenses actually incurred by the DISTRICT as a direct result of the termination.
- 18.5 **Delivery of Materials Upon Termination:** In the event of termination of the CONTRACT by the DISTRICT, prior to the CONTRACTOR's satisfactory completion of all the Services described or alluded to herein, the CONTRACTOR shall promptly furnish the DISTRICT, at no additional cost or expense, with one (1) copy of the following items (collectively "Documents"), any or all of which may have been produced prior to and including the date of termination: data (including electronic data), specifications, calculations, estimates, plans, drawings, photographs, summaries, reports, memoranda; and any and all other documents, instruments, information, and materials (whether or not completed) generated or prepared by the CONTRACTOR, or by any Specialty CONTRACTOR, in rendering the Services described herein, and not previously furnished to the DISTRICT by the CONTRACTOR pursuant to this CONTRACT. The Documents shall be the sole property of the DISTRICT, and the DISTRICT shall be vested with all rights provided therein of whatever kind and however created. The CONTRACTOR shall also require that all such Specialty CONTRACTORS agree in writing to be bound by the provisions of this Section.
- 20 **EMPLOYEES:** Employees of the awarded Proposer shall at all times be under its sole direction and not an employee or agent of the District. The Awarded Proposer shall supply competent and physically capable employees. The District may require the Awarded Proposer to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Awarded Proposer shall be responsible to the District for the acts and omissions of all employees working under its directions.
- 21 **ANTI-DISCRIMINATION:** The Proposer certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.
- 22 **NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT:** The Proposer certifies that they are following the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.
- 22.1 During the performance of the Contract, the awarded Proposer shall not discriminate against any employee or applicant for employment because of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, marital status, political affiliation, familial status, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers.
- 22.2 The awarded Proposer will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender or national original, or disability. Such actions must include, but not be limited to, employment, promotion; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 22.3 The awarded Proposer shall agree 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.
- 22.4 The awarded Proposer further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Proposer shall provide equal opportunity for subcontractors to participate in all of its public sector and private sector sub-contracting opportunities.
- 22.5 Proposer understands and agrees that violation of this clause is a material breach of the contract and may result in contract termination, debarment, or other sanctions.
- 23 **TAXES:** The District is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided.
- 24 **INSURANCE REQUIREMENTS:** Consultant shall maintain and shall require all of its subcontractors, if any, to maintain insurance as indicated below with an *A.M* Best rating of no less than A: VII who is authorized to do business in the State of Florida.



24.1 Commercial General Liability: Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Such insurance shall include, but not be limited to premises and operations liability, independent consultant's liability, and personal injury liability. Such insurance shall be primary and non-contributory and shall contain a provision waiving subrogation against the District.

24.2 Professional Liability: Professional Liability (Errors and Omissions) Insurance for all activities of the Consultant arising out of or in connection with this Agreement is an amount no less than \$1,000,000 combined single limit for each occurrence endorsed with the following language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the District.

Properly executed certificates of insurance clearly evidencing all coverages, limits, and endorsements required above. The certificates shall be submitted prior to commencement of services under this Agreement.

Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.

Upon the District's written request, certified copies of insurance policies. Such policy copies shall be submitted within thirty (30) days of the District's request.

24.3 Automobile Liability: Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicle.

A. Each such comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:

- (1) District, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
- (2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.
- (3) The insurance provided herein is primary coverage to the District and no insurance held or owned by the District shall be called upon to contribute to a loss.
- (4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the District.
- (5) The policy shall contain a waiver of subrogation provision against the District.

24.4 Workers' Compensation and Employers' Liability: Workers' Compensation insurance with statutory limits as required by the State of Florida. The policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to District.

24.5 Material Breach: If Consultant, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. The District, at its sole option, may terminate this Agreement and obtain damages from the Consultant resulting from the breach. Alternatively, the District may purchase such required insurance coverage, and without further notice to Consultant, may deduct from sums due to Consultant any premium costs advanced by the District for such insurance. These remedies shall be in addition to any other remedies available to the District.

25 RECORDS/AUDITS: The awarded Proposer shall maintain during the term of the contract all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the District's Auditor. The awarded Proposer agrees to make available to the District's Auditor, during normal business hours all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.

26 UNIT PRICES: Where a discrepancy between unit price and total price is indicated on a Proposer's submitted Schedule of RFP Prices or Price Proposal Form, the unit prices shall prevail.

27 EXCLUSIVE RIGHTS-USE OF OTHER CONTRACTS: The right to provide the commodities and services granted under this contract shall not be exclusive. The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative RFP agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(6) in lieu of any offer received or award made as a result of this RFP, if it is in the best interest to do so. The District also reserves the right to separately RFP any single order or to purchase any item on this RFP if it is in its best interest to do so.

28 USE OF CONTRACTS BY OTHER ENTITIES

28.1 At the option of the Contractor, use of District contracts may be extended to other governmental agencies, and non-profit organizations for piggybacking.

28.2 Each entity allowed by the Contractor to use a District contract shall do so independently of any other entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. The District does not endorse the use of any contractor and shall not be liable for any third-party transaction. The Contractor shall not be obligated to extend piggyback offers.

29 LIABILITY, INSURANCE, LICENSES, AND PERMITS: Where awarded Proposers are required to enter or go onto District property to deliver materials or perform work or services as a result of RFP award, the Proposer will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The awarded Proposer shall be liable for any damage or loss to the District incurred by the awarded Proposer, the awarded Proposer's employees, licensees of the awarded Proposer or agent or any person the awarded Proposer has designated in the performance of his or her contract as a result of the RFP; further, the awarded Proposer shall be liable for all activities of the awarded Proposer occasioned by performance of the Contract. Notwithstanding the foregoing, the liability herein shall be limited to ten million dollars (\$10,000,000) and the awarded Proposer recognizes that and covenants that it has received consideration for indemnification provided herein.



- 30 **RIGHTS TO PROPOSAL/RFP DOCUMENTS:** All copies and contents of any proposal, attachment, and explanation thereof submitted in response to this Request for Proposals (except copyright material), shall become the property of the School District of Martin County, Florida. The School District reserves the right to use, at its discretion, and in any manner, it deems appropriate, any concept, idea, technique or suggestion contained therein. All copyright and industrial/commercial proprietary, confidential and/or privileged information such as financial records, must be clearly identified, as such confidentiality is protected until award of contract, in accordance with Chapter 119, F.S. Said material shall be returned to the Proposers prior to award of contract to preserve the proprietary and confidential nature of its contents.
- 31 **SEVERABILITY:** Indulgence by the District on any non-compliance by the Proposer does not constitute a waiver of any rights under this Request for Proposals. If any term or provision of this RFP or resulting Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this RFP or Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this RFP/Contract shall be deemed valid and enforceable to the extent permitted by law.
- 32 **VENUE:** All contracts shall be governed by the laws of the State of Florida and venue shall be in Martin County, Florida. The venue of any legal action resulting from this Proposal shall be Martin County, Florida.
- 33 **EXPENSES:** Neither the DISTRICT nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. All expenses in the preparation of this RFP are the sole responsibility of the Proposer. All Submittals should be prepared to provide a straightforward and concise description of the respondents' qualifications and ability to meet the requirements of the RFP.
- 34 **SCRUTINIZED COMPANIES:** Pursuant to Sections 287.135, 215.4725, and 215.473, of the Florida Statutes which prohibits agencies from contracting with any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, participation in the Boycott of Israel, the Scrutinized Companies with Activities in the Iran Petroleum Energy List, and is not engaged in business operations in Cuba or Syria are prohibited from contracting for goods or services in any amount at the time of submitting to this solicitation through the term of this contract, including renewals or extensions.
- Acceptance of an offer certifies Contractor attests that firm is not on any list, engaged in any business operations, or participates in activities as specified in this section. If firm is found negligent, contract shall be terminated; and submission of a false certification may subject firm to civil penalties, attorney's fees, and/or costs.
- 35 **UNAUTHORIZED WORKERS:** The District shall not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The District shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the District.
- 36 **VERIFICATION OF EMPLOYMENT (E-VERIFY):** The District shall not intentionally award contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions of the Immigration and Nationality Act ("INA"). The District shall consider the employment by the Contractor of unauthorized aliens a violation of 8 U.S.C. Section 1324a(e) [Section 274A(e) of the INA]. The Contractor agrees that such violation by the Contractor shall be grounds for the unilateral cancellation of this Contract by the District.
- a. Pursuant to Section 448.095, Florida Statutes, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and must, upon request, provide evidence of compliance with this provision.
 - b. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as stated in Section 448.095, Florida Statutes.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
 - c. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).
- 37 **IRREGULARITIES:** Proposals not meeting stated minimum terms and qualifications may be rejected by the District as non-responsive or irregular. However, the District reserves the right to waive any irregularities, technicalities or informalities in any proposal. The District reserves the right to allow for the clarification of questionable entries and for the correction of typographical and mathematical errors.
- 38 **SOVEREIGN IMMUNITY:** No Waiver of Sovereign Immunity: Nothing contained herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or as a waiver of limits to liability or rights existing under Section 768.28, Florida Statutes.
- 39 **INTERESTS OF FOREIGN COUNTRIES:** A governmental entity may not knowingly enter into a contract with an entity, may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria, pertaining to the entity is owned by the government of a foreign country, or organized under the laws of or has its principal place of business in a foreign country of concern.
- 40 **PROHIBITION:** In accordance with F.S. 287.05701 Prohibition Against Considering Social, Political, or Ideological Interests in Government Contracting, the Board may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor and may not give preference to a vendor based on the vendor's social, political, or ideological interests.

SECTION V
STATEMENT OF SERVICES

5.1 OVERVIEW

It is the intent of the District to select an individual or firm who clearly demonstrates the highest level of ability and proven reliability to perform the professional services designed to aid with maximizing FEMA funding, expedite the process, retain funds during project closeout and audit in accordance with FEMA rules and guidelines.

5.2 MINIMUM QUALIFICATIONS AND EXPERIENCE

This RFP shall be awarded only to a responsive and responsible proposer, qualified to provide the work specified. The proposer should submit the following information with their submittal response package to be considered responsive, in order for the District to fully evaluate the firm's qualifications. Failure to fully submit the requested information may result in the proposal response being considered non-responsive.

- A. Proposer's firm must demonstrate a record of company stability and provide information supporting that evidence.
- B. Proposer must submit proof of trained personnel with adequate experience and skills to perform the work.
- C. Proposer must assign a dedicated Account Executive to the District account with specialized experience (a minimum of ten years' experience) in similar work and provide details of their qualifications. This assigned Account Executive will be responsible for overseeing all work performed, including coordination of services, and shall act as liaison between awarded firm and District officials.
- D. Proposer must provide a minimum of five (5) satisfactory references of similar accounts and size within the past eight (8) years; two (2) similar reference must be from a Government entity or School district (public sector entity) within the state of Florida; and provide details of scope of work, location, date of service, names, addresses and phone numbers of owners.

5.3 PROFESSIONAL RESPONSIBILITIES

A. Grant Management Tasks:

- Provide general grant management advice specific to disasters and eligibility of Federal and State funding.
- Assist in the development of a comprehensive recovery strategy (develop comprehensive recovery strategy to maximize reimbursement).
- Participate in meetings internally (District Departments and Board) and Externally (Federal and State) either in person or virtually.
- Prepare draft correspondence to State and FEMA as necessary.
- Assist in the development of mitigation proposals under Sections 404 and 406 of the Stafford Act.
- Facilitate Requests for Time Extensions (keep up to date with project schedules to ensure all deadlines are met).
- Provide annual training and up to date disaster recovery training, including reporting, FEMA guidelines/regulations.

**B. Eligibility Tasks:**

- Review eligibility issues, and work with the District to develop justifications for presentation to FEMA and the State.
- Attend meetings with the District, County, State and FEMA to negotiate individual Project Worksheets as needed.
- Assist departments with compiling and summarizing costs for presentation to FEMA and the State.
- Prepare accurate and complete Project Worksheets for small and large projects based upon information provided by the departments.
- Provide oversight to departments having difficulty with their claims.
- Assist with determining if any eligible damages have not been quantified and presented to inspectors/Project Officers and include a detailed synopsis of findings and recommendations.
- Dispute collaboration measures for resolution of issues that may arise.
- Address inter-agency funding conflicts.
- Coordinate with construction contractors to collect compliance documentation (Davis-Bacon, BABA, as amended).
- If the District disagrees with FEMA determinations, assist with strategizing, and aid in the appeals process and resolution techniques.
- When the completed projects and drawn down reimbursement for all eligible costs, assist with finalizing preparations for State/FEMA final inspections and audits, and participate in exit conferences with State/FEMA.

C. Allowability Tasks:

- Review and make recommendation with approach to filing and tracking costs.
- Review and provide guidance of contracts and procurement documentation.

D. Engagement Management Tasks:

- Prepare program management plan, including reports, invoices, and supporting documentation.
- Attending status meetings.

E. Closeout Process:

- Prepare closeout documents as necessary.
- Work with FEMA/State representatives on appeals during close out process.
- Work on re-writing projects that change from small to large in scope.
- Review insurance documentation to verify proceeds were excluded from FEMA calculations to avoid duplication of benefits.
- Project Management/Process Oversight - The awarded firm shall be responsible for the overall process inclusive of scope, suggesting/implementing recommendations to improve efficiency and to insure a well-managed, organized approach to maximize FEMA funding.

5.4 SERVICING PROCEDURES

- A. All schedules must be established in advance and with prior approval. All schedules and the necessary arrangements to implement the scope of work must be mutually reviewed and approved by the Consultant and Project Manager or Designee. Consultant agrees and understands that the contract shall be construed as an exclusive arrangement.



- B. Consultant must maintain complete and accurate records of all services provided pursuant to the terms of this agreement. Contractor shall submit a written work order on a weekly basis, or deemed as appropriate by the District, per professional job title. The invoice shall include a total firm cost to the District itemized as follows, professional job title, labor hours, hourly rate, a brief description of the scope, and location.

5.5 SAMPLE FORMS

The District is hereby requesting sample(s) of the following to be submitted with proposal response:

- Timesheets
- Project Close-out Forms
- Invoice

5.6 TIMESHEETS, INVOICING AND PAYMENT

- A. **Time Sheet:** The proposer shall provide their consultants and specialists with time sheets to record work hours. Time sheets will be submitted weekly per school per specialist authorized/signed by the Contractor’s designated supervisor for time spent on Work under this Contract. A copy of the approved time sheets shall be attached and submitted with Proposer’s related invoice. The District will not be responsible for researching, correcting, or completing inaccurate invoices to otherwise render them acceptable. Account Executive shall review and approve prior to issuance to the District. All rates quoted shall include travel means, labor and any and all materials required.
- B. **Invoicing:** Submit a single monthly invoice reflecting the name of the project, type of position/evaluation for services, event, date worked, hourly billable labor rate, hours worked, including total, and purchase order number accompanied by a copy of the approved time sheet bearing the signature of the Contractor’s assigned supervisor and the authorized designee of the District receiving services.
- C. **Payment:** Payment will be paid upon completion and acceptance of the work, net 30 days. Invoices will be checked to confirm compliance with work order/timesheets. Payments may also be paid by the Visa Purchasing Card or Automated Clearing House (ACH) electronic network for financial transactions with authorization.

5.7 ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the response shall be evaluated or considered; any and all such additional terms and conditions shall have no force and effect and are inapplicable to this RFP. If submitted either purposely through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists, or warranties it is understood and agreed the general conditions and Federal requirements identified in this solicitation are the only conditions applicable to this RFP, and the Contractor’s authorized signature affixed to the submittal signature section attests to this.

SECTION VI

INSTRUCTIONS FOR PREPARING SUBMISSIONS

6.1 RULES FOR SUBMISSIONS

The submission must name all persons or entities interested in the submission as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to the RFP.

It is the responsibility of the Proposer to ensure that the Proposal Package is complete and received at the proper time. Proposals, once opened, become the property of the District and shall not be returned to the Proposers. Upon opening, proposals become "public records" and shall be subject to public disclosure in accordance with Chapter 119, Florida Statutes. Submittals shall remain subject to acceptance for ninety (90) calendar days after the day of the RFP opening,

Please tab all support documents, attachments according to the order established in the following paragraph. The District reserves the right to deduct ten (10) points or reject and not consider any proposal not organized and not containing the information outlined.

6.2 PROPOSAL FORMAT

Proposers should prepare their proposals using the following format. Proposers shall label, tab and organize proposal submittal documents utilizing the following format as outlined below. All attachments as requested shall be inserted in the back of each corresponding section.

In preparing your proposal, proposer should assume that the District has no previous knowledge of their services or capabilities. Proposals should clearly describe the services, specifying where it meets, exceeds, or does not comply with the general specifications.

6.3 LETTER OF TRANSMITTAL

The response format shall contain a letter of transmittal. The Letter of Transmittal will summarize in a brief and concise manner the Professional's understanding of the RFP identifying the Respondent's competitive strengths and interest in the overall project. An agent authorized to negotiate for the respondent must sign the letter of transmittal. This signature shall certify the veracity of the contents of the submittal and bind the firm to this response to the District's Request for Proposal. The transmittal letter shall not exceed two (2) pages in length.

Tab 1 ~ Company Qualifications:

Firm shall provide a brief profile of their company, which should include their history and corporate structure with organizational chart, number of professional staff, including onsite employees, and the length of company's existence. Firm must identify locations of all their offices, including the location of the main office that will be responsible for the actual services. If submitting a joint venture, list the address of both entities and the distance in hours/minutes from the sites. Provide in detail a record of company stability and provide information supporting that evidence of comparable experience, specializing with FEMA guidelines/regulations. Joint ventures, if selected, will be expected to sign a form of contract making each venture jointly and severally liable for its actions and its co-venture's actions under this contract, or alternatively to provide a copy of an executed, formal joint-venture agreement that so binds each to the other.

Multiple firm or joint venture teams should clearly identify the roles and responsibilities of the proposed participants. Team and project management structure should be documented. The principal within the prime firm responsible for the project and the proposed project manager should be identified and a statement presented that those persons would not be substituted without the express permission of the District. Teams should demonstrate experience in previous similar projects. Firm shall include any certifications acquired to perform this type of work, if applicable, including MBE/MWBE certified by the Office of Supplier Diversity, as defined by the Florida Small and Minority Business Assistance Act of 1985, if applicable.

Tab 2 ~ Experience/Skills of Key Representative(s) assigned to this project:

- Submit an outline of the elements and organizational structure of the team established to manage this engagement: This is to include the administrative operation and key personnel and their area of responsibility, include details of trained personnel with adequate experience and skills to perform the work. Primary staff and backup personnel shall be identified by title.
- Proposer must assign a dedicated Account Executive to the District account with specialized experience in Public Assistance Programs with a minimum of ten years' experience in similar work and provide details of their qualifications, including job skills, and years with firm. This assigned Account Executive will be responsible for overseeing all work performed, including coordination of services and shall act as liaison between awarded firm and District Officials.
- Potential Client Conflicts of Interest: Give example of any situation where the Proposer would have a financial interest in recovery operations through third parties.

Tab 3 ~ Approach/Methodology:

- Describe, in detail, the proposed plan for providing the scope of services and how services will be addressed based on firm's understanding of the District's needs and the manner in which the overall approach shall be demonstrated. Design your cost structure in line with your approach. Describe the communication procedures and coordination of services to be employed throughout the contract term and the plan to establish and maintain clear lines of communication with District officials.
- Work Plan - Firms submitting should demonstrate their understanding of the project, include an outline description of anticipated project tasks in sequence identifying anticipated deliverables and a general schedule for a project of this magnitude, including but not limited to Grant Management Reimbursement Examples, Eligibility, Allowability, and Business-Related Claims and Closeout process tasks.
- Describe the implementation plan and instruction for District staff annual training for disaster recovery, reporting, and FEMA guidelines/regulations.
- Describe the methodology to provide the requested services employed to ensure prompt service, customer satisfaction, effective performance, including a quality control program and safety program that includes any up-to-date training.
- Provide two (2) examples of any differences or challenges encountered with any client, the method(s) employed to overcome them, and any unique restraints or challenges associated with those projects to how they were successfully resolved.

Tab 4 ~ Proposed Cost:

- Proposer must provide hourly rates for each position utilized under this contract with respect to the statement of services (rates stated are per person per hour). Awarded rates shall be firm for the initial two (2) year contract period. Design your cost structure in line with your approach. All rates quoted shall include travel means, labor and all materials/incidental expenses. No additional costs will be allowed. Also include example of rate structure based on a previous project.
- These rates apply to personnel engaged to fulfill the terms of the contract, whether regular full-time employees of awarded firm, temporary hires employed directly or personnel secured through subcontracted or temporary labor.

Tab 5 ~ References:

Proposer must provide a minimum of five (5) references of similar accounts and size within the past eight (8) years; two (2) similar references must be from a Government entity or School district (public sector entity) within the state of Florida; and provide details of the following: scope of work, location, dates of service, names, addresses, email address, and phone numbers.

Tab 6 ~ Insurance:

Provide proof of ability to obtain insurance coverages as detailed in Section IV. A certificate of insurance indicating that the firm has coverage in accordance with the requirements herein set forth may be furnished by the firm to the District along with their qualification data. Include a properly completed Accord Form as proof. The awarded Contractor shall either cover any sub-contractor on its policy or require the

sub-contractors to conform to all requirements for insurance contained herein and submit their certificates to the Purchasing Department prior to starting any work on this project.

Tab 7 ~ Submittal Information & Attachments:

- Florida registration with the Division of Corporations
- Attachment A, Proposer's Profile Statement
- Attachment B, Subcontractor List
- Attachment C, Non-Collusive Affidavit
- Attachment D, Conflict of Interest
- Attachment E, Drug Free Workplace Cert
- Attachment F, Public Entity Crimes
- Attachment G, Signature Page
- Sample Forms

Tab 8 ~ Optional Information: Provide any information pertinent to this project that will provide insight to the evaluators about the qualifications, fitness and abilities of the Respondent (please limit this information to two (2) pages).

Tab 9 ~ Addenda (if applicable): All addenda issued pursuant to this solicitation must be acknowledged and submitted as part of the proposal package.

SECTION VII
EVALUATION OF SUBMISSIONS

7.1 EVALUATION METHOD AND CRITERIA

- A. Purpose:** The purpose of the Proposal is to demonstrate compliance with the evaluative criteria established, specifically the qualifications, knowledge, experience, and competence and capacity of the firms seeking to submit to this RFP. As such, the substance of proposals will carry more weight than their form or manner of presentation.
- B. General:** The selection committee will evaluate proposals and will select the proposer which meets the best interests of the District. The District shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The District's decisions will be final. This criterion shall be utilized in the evaluation of the proposals. The evaluation criteria will include, but not be limited to, consideration of the following:

EVALUATION CATEGORIES	100 POSSIBLE POINTS
Qualifications of the firm	20
Experience & Demonstrated Ability	30
Previous Grant Management Reimbursement Examples, and Business-Related Claims	
Experience with Similar Projects	
Potential Client Conflicts of Interest	
Adequacy of Staff & Assigned Account Executive	
Approach and Methodology	25
Cost Proposed	20
References	5

7.2 SELECTION

Proposals will be evaluated using the above criteria. The District will assign this task to an odd number Selection Committee. The District reserves the right to select the most qualified firms from review of the packages submitted and request authorization to negotiate an agreement with the highest ranked firm; or to interview the most qualified Respondents prior to requesting authorization to negotiate an agreement with the highest ranked respondent. Firms will be notified in writing if they are selected for an interview. Notices for interviews will contain explicit instructions concerning location, date, time and length of interviews.

7.3 PRESENTATIONS

The District may require oral and visual presentations from those firms that are ranked or short-listed. This shall be done at the District's sole discretion when it feels presentations are essential as part of the evaluation process and are in the best interests of the District. The District shall be the sole judge and final arbiter of its own best interests in this matter.

7.4 NEGOTIATIONS

After the Selection Committee evaluates and ranks the respondents, staff concludes negotiations with the respondent(s) selected will present the results of the negotiations to the Board for approval of award of a contract. If staff determines that it is unable to negotiate a satisfactory contract with the respondent(s) considered to be the most qualified at a price the District determines to be fair, competitive, and reasonable, negotiations with that respondent(s) shall be formally terminated. Should the staff be unable to negotiate a satisfactory contract with the selected respondent(s), staff may select additional respondent(s) in order of their original ranking, competence, and qualification; and will continue negotiations until an agreement is reached. However, the District reserves the right to reject all proposals, to waive any irregularities, and to re-advertise and solicit for other proposals.

7.5 BEST AND FINAL OFFER

Furthermore, the District also reserves the right to negotiate with one or all of the shortlisted Proposers for the purpose of obtaining best and final offers. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Any such revisions may be permitted throughout negotiations after submissions and prior to award for obtaining best and final offers. Any revisions to scope or work will be offered to all Proposers for the purpose of obtaining the best and final offer. The District at any time during these negotiations may request a “best and final offer” from the shortlisted responsive and responsible Proposers that submitted proposals.

7.6 CONTINGENT FEES PROHIBITED

The proposing firm must warrant that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the District, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-consultant, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the District.

SECTION VIII
ATTACHMENTS/SUBMITTAL FORMS

- A. PROPOSER'S PROFILE STATEMENT**
- B. SUBCONTRACTOR LIST**
- C. NON-COLLUSIVE AFFIDAVIT**
- D. CONFLICT OF INTEREST**
- E. DRUG FREE WORKPLACE CERT**
- F. PUBLIC ENTITY CRIMES**
- G. SIGNATURE PAGE**
- H. FEDERAL REQUIREMENTS**

ATTACHMENT "A"
Return Completed with Proposal
PROPOSER'S PROFILE STATEMENT

PROPOSER shall provide the following information. Failure to comply with this requirement shall render the proposal non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address: _____

Contact Person's Name and Title: _____

PROPOSER'S Telephone, _____ Fax Number: _____

PROPOSER'S Email address: _____

PROPOSER'S License Number: _____
(Please attach certificate of status, competency, and/or state registration.)

Certification: MBE SFDB MWBE DVBE SBA Other
(Please attach certificate)

PROPOSER'S Federal Identification Number: _____

Number of years your organization has been in business _____

State the number of years your firm has been in business under your present business name _____

State the number of years your firm has been in business in the work specific to this RFP: _____

Names and titles of all officers, partners or individuals doing business under trade name:

The business is a: Sole Proprietorship Partnership Corporation

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE. (ATTACH IN PROPOSER EXHIBIT SECTION)

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the District and shall render the proposer RFQ submittals non-responsive.

At what address was that business located? _____

Have you ever failed to complete work awarded to you. If so, when, where and why?

Have you personally reviewed the proposed scope and do you have a complete plan for its performance?

Will you subcontract any part of this scope? If so, give details including a list of each sub-contractor(s) (Use Attachment "B", Subcontractor List) that will perform work and the work that will be performed by each subcontractor(s).

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

Are you an Original provider sales representative distributor, broker, manufacturer other, of the commodities/services proposed upon? If other than the original provider, explain below.

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by DISTRICT in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the DISTRICT to reject the Proposal, and if after the award, to cancel and terminate the award and/or contract.

Print Name/Title

Signature

ATTACHMENT "B"
Return Completed with Proposal
SUBCONTRACTOR LIST

The undersigned Proposer hereby designates, as follows, all major subcontractors/subconsultants whom he proposes to utilize for work under this project and may not subcontract any more than 25% of any portion of this contract for any reason. The Proposer is further notified that all subcontractors/subconsultants shall be properly licensed, bondable and shall be required to furnish the Owner with a certificate of insurance in accordance with Section IV, Insurance Requirements. Failure to furnish this information shall be grounds for rejection of the Bidder's submittal.

<u>Name, Address/ Phone#</u>	<u>License#</u>	<u>Specialty-Duties</u>	<u>Contract Amount \$</u>	<u>% of contract</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

ATTACHMENT "C"
Return Completed with Proposal
NON-COLLUSIVE AFFIDAVIT

STATE OF _____

DISTRICT OF _____

_____ being first duly sworn, deposes and says that:

PROPOSER is the _____,
(Owner, Partner, Officer, Representative or Agent)

PROPOSER is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said PROPOSER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any PROPOSER, firm, or person to fix the price or prices in the attached Proposal or any other PROPOSER, or to fix any overhead, profit, or cost element of the Proposal Price or the Proposal Price of any other PROPOSER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Proposal are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

SEAL

Notary Public (Signature)

My Commission Expires: _____

ATTACHMENT "D"
Return Completed with Proposal

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with Instructions to Proposer's, each Proposer must disclose, in its RFP, the names of any employees who are employed by Proposer who are also an employee of MCSB. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Proposer's Employee	MCSB Title or Position of Proposer's Employee	MCSB Department/ School of Proposer's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

- I hereby affirm that there are no known persons employed by Proposer who are also an employee of MCSB.
- I hereby affirm that all known persons who are employed by Proposer, who are also an employee of MCSB, have been identified above.

Signature

Company Name

Name, Title of Official

Business Address, City, State, Zip Code

ATTACHMENT "E"
Return Completed with Proposal
DRUG FREE WORKPLACE CERTIFICATION

IDENTICAL TIE RFQS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more RFQs which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a RFQ 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 RFQs will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). 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, and 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 RFP 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 RFQ, the employee 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 any 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.

Signature

(Print or Type Name)

ATTACHMENT "F"
Return Completed with Proposal
SWORN STATEMENT ON PUBLIC ENTITY CRIMES

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

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), 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 any agency or political subdivision of any other state or with the United States, including, but not limited to, any contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of the 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, nonjury trial, or entry of a plea of guilty or nolo contendere.
3. I understand that an "affiliate" as defined in Paragraph 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 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 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.
4. I understand that a "person" as defined in Paragraph 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 for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
5. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)
 - Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of

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 the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me on this ____ day of _____, 20____ by _____ who is personally known to me or who has presented the following type of identification: _____.

Signature of Notary Public, State of Florida

Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Commission Number

ATTACHMENT "G"
Return Completed with Proposal
SIGNATURE PAGE

The undersigned attests to his (her, their) authority to execute this submittal and to bind the firm(s) herein named to perform as per agreement. Further, by signature, the undersigned attests to the following:

1. The Proposer is financially solvent and sufficiently experienced and competent to perform all of the work required of the Proposer in the Contract;
2. The facts stated in the Proposer's response pursuant to this Request for Proposal are true and correct in all respects;
3. The Proposer has read and complies with and submits their proposal agreeing to all of the requirements, terms and conditions as set forth in the Request for Proposals.
4. Proposer certifies that he or she has not divulged, discussed, or compared his or her submittal with other proposers and has not colluded with any other proposer or parties to a submittal whatsoever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation shall result in one or more of the following: cancellation, return of materials (as applicable) and the removal of the Proposer from the District vendor list(s).
5. **Proposer understands that if a team is short listed and selected to make oral presentations to the selection committee and/or DISTRICT, only the team members evaluated in the written submissions may present at the oral presentations. Any changes to the team at the oral presentations shall result in that team's disqualification.**
6. The undersigned certifies that if the firm is selected by the District, the firm shall negotiate in good faith to establish an agreement.
7. Proposer understands that all information listed above may be checked by Martin District School District and Proposer authorizes all entities or persons listed in this proposal submittal to answer any and all questions. Proposer hereby indemnifies the Martin District School District and the persons and entities listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.

Submitted on this _____ day of _____, 20_____.

Please check one: _____ Individual _____ Partnership _____ Non-incorporated Organization

Witness

Company

Witness

By

(if a corporation, affix seal)

Print Name & Title

Incorporated under the laws of the State of (if applicable) _____.

ATTACHMENT "H"
FEDERAL REQUIREMENTS

ATTACHMENT H - 2 C.F.R. § 200.326. & 2 C.F.R. PART 200, APPENDIX II

Federal Provisions/Clauses apply to all MCSB contracts using Federal funds as a source for the solicitation of goods and/or services. Respondents shall not take exception to any part of these regulations. Doing so shall result in rejection of their response. Contract awardee(s) must comply with the following Federal requirements:

1. **Prohibitions of Gratuities:** By submission of a bid, a Proposer certifies that no employee of Martin County School District has or shall benefit financially or materially from such bid or subsequent contract. Any contract issued as a result of this RFP may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.
 2. **Civil Rights:** The Proposer shall comply with the Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, *Civil Rights Compliance and Enforcement—Nutrition Programs and Activities*, and any additions or amendments.
 3. **Minority and Women-Owned Businesses Enterprise: Regulation 2 CFR 200.321** When feasible, Martin County School District will take all necessary affirmative steps to ensure that small businesses, minority-owned businesses and women's business enterprises are used whenever possible:
 - Affirmative steps shall include the following: Include qualified small businesses, minority-owned businesses and women's business enterprises on solicitation lists.
 - Assuring those small businesses, minority-owned businesses and women's businesses are solicited whenever they are potential sources.
 - When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small businesses, minority-owned businesses, and women's business participation.
 - Where the requirement permits, establishing delivery schedules which will encourage participation by small businesses, minority-owned businesses, and women's businesses.
 - Using the services and assistance of the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned businesses, and women's business enterprises.
 4. **Equal Employment Opportunity (41 CFR Part 60):** All Bidders and Contractors must comply with mandatory standards and policies relating to Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, 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 setting forth the provisions of this nondiscrimination clause.
 5. **Copeland "Anti-Kickback" Act (40 U.S.C. 3145):** All Proposers and Contractors must comply with mandatory standards & policies relating to the provision for compliance as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 6. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148):** All Proposers & Contractors must comply with mandatory standards and policies relating to the Davis-Bacon Act. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for
- 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 considerations for employment without regard to race, color, religion, sex, or national origin. 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 advising the said labor union or workers' representatives of the contractors' commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. 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. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigating 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 the said 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 or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as 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. The contractor will include the portion of the sentence immediately preceding paragraph (1) and 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 Proposer. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a sub or Proposer as a result of such direction by the administering agency the contractor may request the US to enter into such litigation to protect the interests of the United States."

compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.

7. Contract Work Hours and Safety Standards Act (40 U.S.C.

3701-3708): All Proposers and Contractors must comply with mandatory standards and policies relating to the Contract Work Hours and Safety Standards Act. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- 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 (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 (a) 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 (write in the name of the Federal agency or the loan or grant recipient) 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."

8. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387): All Proposers &

Contractors must comply with mandatory standards and policies relating to as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

9. Energy Policy and Conservation Act (42 U.S.C. > 6201):

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 (42 U.S.C. > 6201).

10. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): All Pro-

posers & Contractors must comply with mandatory standards and policies relating to Contractors that apply or propose for an award exceeding \$100,000 must 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 must 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 non-Federal award.

11. Rights to Inventions Made Under a Contract or Agreement. (37

CFR §401.2 (a) : All Proposers & Contractors must comply with mandatory standards and policies relating to 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.

12. Procurement of recovered materials (See §200.322): All Propo-

sers & Contractors must comply with mandatory standards and policies relating to section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the

item exceeds \$10,000 or value of quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy & resource recovery; & establishing an affirmative procurement program for procurement of recovered materials identified in by EPA guidelines.

13. **Debarment and Suspension (Executive Orders 12549 and 12689):** All Proposers and Contractors must comply with mandatory standards & policies relating to a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, & parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
14. **Procurement of 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, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."
15. **Changes/Modifications:** (a) The Purchasing Department may, in writing, order changes in the drawings and specifications within the general scope of the contract. (b) The Contractor shall promptly notify the Purchasing Department, in writing, of subsurface or latent physical conditions differing materially from those indicated in this contract or unknown unusual physical conditions at the site before proceeding with the work. (c) If changes under paragraph (a) or conditions under paragraph (b) increase or decrease the cost of, or time required for performing the work, the Purchasing Department shall make an equitable adjustment upon submittal of a "adjustment letter" by the Contractor before final payment under the contract.
16. **Access to Records:** (1) The contractor agrees to provide the MCSB, the agency 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 grant Administrator or the authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."
17. **DHS Seal, Logo, and Flags:** The contractor shall not use seal(s), logos, crests, or reproductions of flags or likenesses of agency officials without specific agency pre-approval.
18. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgment that agency financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, agency policies, procedures, and directives.
19. **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.
20. **Program Fraud and False or Fraudulent Statements or Related Acts:** By submitting a response to this solicitation, 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.

21. **Access by the Grantee, Sub-Grantee, Federal Grantor Agency and Comptroller General:** The Contractor shall allow access by the grantee, sub-grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.
22. **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.
23. **Convict Labor:** Ensure compliance with the Convict Labor prohibition in 23 U.S.C. 114 whereby Convict Labor cannot be used in Emergency Relief Programs subject to FHWA funding.
24. **Copyrights:** The Grantee is free to copyright original work developed in the course of or under the agreement. The agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of agency financial support, by grant number, and a statement that the publication does not constitute an endorsement by agency or reflect agency views.
25. **Disadvantaged Business Enterprises (DBE) Contractors:** The contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 C.F.R., Part 23, as amended, have the maximum opportunity to participate in the performance of contracts and this agreement. In this regard, contractor shall take all necessary and reasonable steps in accordance with 49 C.F.R., Part 23, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federal assisted contracts.
26. **Reporting:** Reports Submission: Per 44 CFR 13.50, when the appropriate grant award performance period expires, the Grantee shall submit the following documents within 90 days: (1) Financial performance or Progress Report; (2) Financial Status Report (SF 269) or Outlay Report and Request for Reimbursement for Construction Programs (SF-271) (as applicable); (3) Final request for payment (SF-270) (if applicable); (4) Invention disclosure (if applicable); and (5) Federally-owned property report. **Reports Acceptance:** The agency shall review the Grantee reports, perform the necessary financial reconciliation, negotiate necessary adjustments between the Grantee's and agency's records, and close out the grant in writing.
27. **Retention of ALL Records:** The Contractor is required to retain all records for seven (7) years after grantees or sub-grantees make final payments and all other pending matters are closed. Proposer agrees to allow access by the District, any relevant Federal Agency, or the Comptroller General of the United States to any records, documents books or papers for the purpose of audit, examination, excerpts, or transcription.
28. **Buy American-Supplies:** (a) Definitions. As used in this clause-Commercially available off-the-shelf (COTS) item – (1) Means any item of supply that is – (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101; (ii) Sold in substantial quantities in the commercial marketplace; and (iii) Offered to the Govt, under a contract or subcontract, w/o mod, in the same form in which it is sold in the commercial marketplace; and (2) Does not

include bulk cargo, as defined in 46 U.S.C 40102(4), such as agricultural products and petroleum products. Component means an article, material, or supply incorporated directly into an end product. Cost of components means – (1) For components purchased by the Contractor, the acquisition cost, the acquisition cost, including transportation cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product. Domestic end product means – (1) For an end product that does not consist wholly or predominantly of iron or steel or a combination of both (i) An unmanufactured end product mined or produced in the United States; (ii) An end product manufactured in the United States, if- (A) The cost of its components mined, produced, or manufactured in the United States exceeds 55 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Components of unknown origin are treated as foreign. Scrap generated, collected, and prepared for processing in the United States is considered domestic; or (B) The end product is a COTS item; or (2) For an end product that consists wholly or predominantly of iron or steel or a combination of both, an end product manufactured in the United States, if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all the components used in the end product. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the end product and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the end product contains multiple components, the cost of all the materials used in such end product is calculated in accordance with the definition of "cost of components". End product means those articles, materials, and supplies to be acquired under the contract for public use. Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws. Foreign end product means an end product other than a domestic end product. Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign. Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners. Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements. United States means the 50 States, the District of Columbia, and outlying areas. (b) 41 U.S.C. chapter 83, Buy American, provides a preference for domestic end products for supplies acquired for use in the United States. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for an end product that is a COTS item

(see 12.505(a)(1)), except that for an end product that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the end product, excluding COTS fasteners. (c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract. (d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Certificate."

**SECTION IX
SAMPLE AGREEMENT**



SAMPLE

MARTIN COUNTY SCHOOL BOARD CONTRACT

FOR

RFP NO. 5002-2023-2024

FEMA GRANT MANAGEMENT SERVICES

This CONTRACT, hereinafter "Contract," awarded and entered into the ____ day of ____, 2024, by Agenda Item # ____, and between _____, hereinafter referred to as "Contractor" and the Martin County School Board, 1939 SE Federal Highway, Stuart, Florida 34994, hereinafter referred to as "District", for and in consideration of the following terms, conditions and covenants.

I. PURPOSE OF CONTRACT

The District intends to enter into a professional services agreement for Contractor to aid with maximizing FEMA funding, expedite the process, retain funds during project closeout and audit in accordance with FEMA rules and guidelines. All services shall include trained personnel with adequate experience and skills to perform the work, a dedicated Account Executive, instructional materials, vehicles, travel, and fuel, including but not limited to, all profit and overhead, incidentals, and other means necessary to complete the described work in accordance with the solicitation, and contract documents:

Section 1. Scope of Service

The content shall include, but not be limited to, the following tasks:

1.1 Grant Management Tasks

- Provide general grant management advice specific to disasters and eligibility of Federal and State funding.
- Assist in the development of a comprehensive recovery strategy (develop comprehensive recovery strategy to maximize reimbursement).
- Participate in meetings internally (District Departments and Board) and Externally (Federal and State) either in person or virtually.
- Prepare draft correspondence to State and FEMA as necessary.
- Assist in the development of mitigation proposals under Sections 404 and 406 of the Stafford Act.
- Facilitate Requests for Time Extensions (keep up to date with project schedules to ensure all deadlines are met).
- Provide annual training and up to date disaster recovery training, including reporting, FEMA guidelines/regulations.

1.2 Eligibility Tasks

- Review eligibility issues, and work with the District to develop justifications for presentation to FEMA and the State.
- Attend meetings with the District, County, State and FEMA to negotiate individual Project Worksheets as needed.
- Assist departments with compiling and summarizing costs for presentation to FEMA and the State.
- Prepare accurate and complete Project Worksheets for small and large projects based upon information provided by the departments.

- Provide oversight to departments having difficulty with their claims.
- Assist with determining if any eligible damages have not been quantified and presented to inspectors/Project Officers and include a detailed synopsis of findings and recommendations.
- Dispute collaboration measures for resolution of issues that may arise.
- Address inter-agency funding conflicts.
- Coordinate with construction contractors to collect compliance documentation (Davis-Bacon, BABA, as amended).
- If the District disagrees with FEMA determinations, assist with strategizing, and aid in the appeals process and resolution techniques.
- When the completed projects and drawn down reimbursement for all eligible costs, assist with finalizing preparations for State/FEMA final inspections and audits, and participate in exit conferences with State/FEMA.

1.3 Allowability Tasks:

- Review and make recommendation with approach to filing and tracking costs.
- Review and provide guidance of contracts and procurement documentation.

1.4 Engagement Management Tasks

- Prepare program management plan, including reports, invoices, and supporting documentation.
- Attending status meetings.

1.5 Closeout Process:

- Prepare closeout documents as necessary.
- Work with FEMA/State representatives on appeals during close out process.
- Work on re-writing projects that change from small to large in scope.
- Review insurance documentation to verify proceeds were excluded from FEMA calculations to avoid duplication of benefits.
- Project Management/Process Oversight - The awarded firm shall be responsible for the overall process inclusive of scope, suggesting/implementing recommendations to improve efficiency and to insure a well-managed, organized approach to maximize FEMA funding.

II. CONTRACT PROVISIONS

Section 2. Period of Service

2.1 Term of Contract

The initial term of this contract shall be for a two (2) year period effective from July 1, 2024 through June 30, 2026 with the option of three (3) additional one-year renewal periods, upon the mutual written agreement of the parties. The District reserves the right to automatically extend any Contract for up to ninety (90) calendar days beyond the stated Contract term, under the same terms and conditions of said Contract. Additional extensions over the first ninety (90) day extension may not exceed six (6) months for the convenience of either party by mutual agreement to such extensions. The District shall notify the Contractor in writing of such extensions.

The performance period of this contract may be extended upon mutual agreement between the Contractor and the District with no change in terms or conditions. Any extension of performance period under this provision shall be in one-year increments. The contract may be renewed for three (3) additional one-year periods, provided both parties mutually agree. Total contract length, including individual one-year extensions, shall not exceed five (5) years. Prior to each annual renewal, the District may consider price adjustment(s) only when a written request is

received a minimum of (180) days prior to the renewal date for review and approval by the District. Consideration of price increases will be given provided such escalations are justified, reasonable and acceptable to the District. All price increases must be documented, and Board approved by the District. It is also expected that de-escalation of prices will be extended to the District if the market so reflects. The District reserves the right not to renew any contract regardless of price considerations.

The District reserves the right to automatically extend any Contract for up to ninety (90) calendar days beyond the stated Contract term, under the same terms and conditions of said Contract. Additional extensions over the first ninety (90) day extension may not exceed 6 months for the convenience of either party by mutual agreement to such extensions. The District shall notify the Contractor in writing of such extensions.

2.2 Servicing Procedures

All schedules shall be established in advance and with prior approval. All schedules and the necessary arrangements to implement the scope of work must be mutually reviewed and approved by the Contractor and District Project Manager or designee. Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement.

The Contractor shall provide their staff with time sheets to record work hours. Time sheets will be submitted weekly per school per specialist authorized/signed by the Contractor's designated AE for time spent on Work under this Contract. A copy of the approved time sheets shall be attached and submitted with Contractor's related invoice. The District will not be responsible for researching, correcting, or completing inaccurate invoices to otherwise render them acceptable. Account Executive shall review and approve prior to issuance to the District. All rates quoted shall include travel means, labor and any and all materials required.

Upon completion of services, the District designee reserves the right to request the Contractor's assigned Account Executive (AE) to review and provide written acknowledgement/report that work performed by their staff has been completed. AE review to be at no additional charge to the District and considered part of the contract award. AE shall document any areas of concern that are above and beyond in their report. The report shall be signed by the AE or designee and submitted to the Risk Management Department by email address provided to the awarded Contractor.

Contractor must maintain complete and accurate records of all services pursuant to the terms of this agreement. Contractor shall submit a written timesheet on a weekly basis, or deemed as appropriate by the District, per professional job title. The invoice shall include a total firm cost to the District itemized as follows, professional job title, labor hours, hourly rate, a brief description of the scope, and location.

2.3 Contingent Fees Prohibited

The Contractor must warrant that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the District, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-consultant, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the District.

Section 3. Compensation and Method of Payment

3.1 Schedule of Bid Prices

District will compensate Contractor for these Services in accordance with Contractor's pricing schedule formalized in "Exhibit A or Exhibit D" to this Contract.

Contractor must provide hourly rates for each position utilized under this contract with respect to the statement of services (rates stated are per person per hour). Contractor rates shall be firm for the initial two (2) year contract period. All rates shall include travel means, labor and all materials/incidental expenses. No additional costs will be allowed.

These rates apply to personnel engaged to fulfill the terms of the contract, whether regular full-time employees of awarded firm, temporary hires employed directly or personnel secured through subcontracted or temporary labor.

3.2 Invoices

Pricing shall be firm for the initial contract period. Invoices will be checked to confirm compliance with pricing. Failure to hold prices firm through each contract term will be grounds for contract termination.

Submit a single monthly invoice reflecting the name of the project, type of position/evaluation for services, event, date worked, hourly billable labor rate, hours worked, including total, and purchase order number accompanied by a copy of the approved time sheet bearing the signature of the Contractor's assigned AE and the authorized designee of the District receiving services.

3.3 Payment

Payment will be paid upon completion and acceptance of the work, net 30 days. Invoices will be checked to confirm compliance with work order/timesheets. Payments may also be paid by the Visa Purchasing Card or Automated Clearing House (ACH) electronic network for financial transactions with authorization.

Section 4. Audit

Contractor shall maintain during the term of the contract all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the District's Auditor. Contractor agrees to make available to the District's Auditor, during normal business hours all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.

The Contractor agrees that the District or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Agreement. The Contractor shall refund by check payable to the District the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

Section 5. Employment Verification

Pursuant to section 448.095, Florida Statutes, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all employees hired on and after January 1, 2021.

Contractor must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

Failure to comply with this provision is a material breach of the Agreement and shall result in the immediate termination of the Agreement without penalty to School Board. Contractor shall be liable, or all costs incurred by School Board securing a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

Section 6. Contractor Responsibilities

6.1 Independent Contractor

The Contractor is an independent Contractor and is not an employee or agent of the District. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent Contractor, between the District and the Contractor, its employees, agents, subcontractor, or assigns, during or after the performance of this Contract.

6.2 Non-Exclusive Contract

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the District may, at any time, secure similar or identical services at its sole option.

6.3 Contractor's Records

As a condition precedent to Contractor filing any claim against District, Contractor shall make available to District all of Contractor's books and records (directly or indirectly related to the claim of Contractor's business) requested by District. Refusal to do so shall constitute a material breach of this contract and cause for dismissal of any litigation.

6.4 Confidential Records

Contractor agrees to provide a written summary of the procedures Contractor uses to safeguard Confidential Records. A breach of these confidentiality requirements shall constitute grounds for to terminate agreement.

6.5 Assigned Supervisor

Contractor's dedicated Account Executive to the District account with specialized experience in similar work. This assigned Account Executive will be responsible for overseeing all work performed, including coordination of services, and shall act as liaison between Contractor and District officials.

6.6 Identification

The Contractor, Subcontractors, and their employees are required to have visible, personal identification with the firm's company name displayed on their shirts. They will also be required to wear attire appropriate for a school environment: i.e., shirt, pants, & shoes. Clothing displaying nudity, obscene symbols, or pro-drug slogans is prohibited.

6.7 Conduct

The Contractor acknowledges and understands that the job is being performed on public property owned by the MCSD, which may at various times during the completion of the job be occupied by students, teachers, parents, and school administrators. Accordingly, in order to secure the property, and otherwise comply with applicable law, the Contractor agrees to the following provisions, and also agrees that the failure to comply with any of these provisions may result in the termination of this Contract.

The Contractor shall immediately remove from the job site, for the duration of the job, any person making an inappropriate religious, racial, sexual or ethnic comment, statement or gesture toward any other individual.

The Contractor, Subcontractors, and their employees will refrain from using foul, abusive or profane language on school district property. Smoking/tobacco, firearms/weapons and illegal drugs are prohibited on school district property, including all buildings and grounds.

The Contractor shall enforce strict discipline and good order among their employees at all times. Contractor's personnel shall have absolutely no contact with students or staff, other than administrative personnel or designated representatives, except for emergency situations.

6.8 Badge Policy

This work is to take place on an active campus with active buildings around the area of work. All personnel working onsite with this project must have & wear MCSD badge at all times on the site. Contractor must apply for the MCSD Badge and pay for all associated costs for each individual working on the project.

Section 7. Termination

7.1 Termination for Convenience

The District, by a written 30-day notice, shall have the right to terminate and cancel the Contract, without the Contractor being at fault, for any cause or for its own convenience, and require the Contractor to immediately stop work. In such event, the District shall pay the Contractor for the work actually performed. The District shall not be liable to the Contractor for any other costs, charges, or expenses, including but not limited to, prospective profits and overhead on work not performed.

7.2 Termination for Contractor's Failure to Perform

In addition to any other termination provisions that may be provided in the Contract, the District may terminate the Contract in whole or in part if the Contractor makes a false Invoice or fails to perform any obligation under the Contract and does not remedy the failure within fifteen (15) calendar days after receipt by the Contractor of written demand from the District to do so, unless, however, the nature of the failure is such that it cannot, in the

exercise of reasonable diligence, be remedied within fifteen (15) calendar days, in which case the Contractor shall have such time as is reasonably necessary to remedy the failure. In the event that the Contractor abandons this Contract or causes it to be terminated, Contractor shall indemnify the District against loss pertaining to this termination.

7.3 Payment upon Termination

Upon termination of the Contract, the District shall pay the Contractor for those Services actually rendered and contracted for under the Contract, and those reasonable and provable expenses required and actually incurred by the Contractor for Services prior to the effective date of termination. Where the Contract is terminated for cause by the District, such payment shall be reduced by an amount equal to any reasonable and provable expenses actual incurred by the District as a direct result of the termination.

7.4 Default

In case of default by the Contractor, the Board may procure the articles or services from other sources and hold the Contractor responsible for any excess costs incurred thereby.

7.5 Performance Evaluation

Throughout the contract period the Contractor(s) performance will be monitored by District staff. If performance fails to meet the standards specified or noncompliance with the conditions, terms, specifications, and requirements of the RFP and receives an unacceptable rating, the District may without cause and without prejudice to any other right or remedy, terminate the contract whenever the District determines that such termination is in the best interest of the District. Consultants receiving an unacceptable rating shall be served by written notice by the Procurement Department. The District shall be the sole judge of nonperformance.

7.6 Employees

Employees of the Contractor shall at all times be under its sole direction and not an employee or agent of the District. The Contractor shall supply competent and physically capable employees. The District may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Contractor shall be responsible to the District for the acts and omissions of all employees working under its directions.

7.7 Additional Terms and Conditions

No additional terms and conditions included with the response shall be evaluated or considered; any and all such additional terms and conditions shall have no force and effect and are inapplicable to this RFP. If submitted either purposely through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists, or warranties it is understood and agreed the general conditions and Federal requirements identified in this solicitation are the only conditions applicable to this agreement, and the Contractor's authorized signature affixed to the submittal signature section attests to this.

Section 8. Obligations

8.1 Representative or Delegate of the District with the authority to act on the District's behalf with respect to all aspects of the Project is: To Be Determined (TBD)

8.2 The Key contact for services for the Contractor with authority to act on the Firm's behalf with respect to all aspects of the Project is/are: TBD

Section 9. Persons Bound by Contract

9.1 Parties to the Contract

The persons bound by this Contract are the Contractor and the District and their respective partners, successors, heirs, executors, administrators, assigns and another legal representative.

9.2 Assignment of Interest in Contract

This Contract and any interest or services associated with this Contract may not be assigned, sublet, or transferred to another by either party without the prior written consent of the other party. Nothing contained herein shall be construed to prevent Contractor from employing such independent Contractors, associates and Sub-Contractors as Contractor may deem appropriate to assist in the performance of the services hereunder.

9.3 Subcontracting

It is the intention of this bid not to subcontract any work. All employees must be direct employees of the Contractor and may not use leased employees. However, if the use of subcontracted services is needed on occasion, not in the regular course of services, they may not subcontract any more than 25% of any portion of this contract for any reason. (The District discourages subcontracting practices for any substantial portion of the requested services in this agreement). If Contractor is subcontracting, this information must be included in writing on the attached form or as a separate attachment subcontractor's information as follows; name, address, license number, type of work to be performed and percentage of work that may be provided by Subcontractor.

The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of a contract or failed to deliver on-time contracts of a similar nature, or who, the District has determined in its sole discretion, is not in the position to perform the contract due to the subcontractor's size, experience, or resources. The District reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor shall be equally responsible for meeting all requirements specified in the agreement.

Nothing contained in this agreement will be construed as establishing any contractual relationship between any sub-proposer(s) and the District. The Contractor shall be fully responsible to the District for the acts and omissions of the subcontractor (s) and their employees. After award of contract, any changes in subcontractors requires prior School District written approval.

9.4 Other Entity Use

At the option of the Contractor, use of District contracts may be extended to other governmental agencies, and non-profit organizations within the State of Florida for its proposal prices, contract terms and conditions by the entity. Each entity allowed by the Contractor to use a District contract shall do so independently of any other entity and as required by FEMA regulations/guidelines. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. The District does not endorse the use of any contractor and shall not be liable for any third-party transaction. The Contractor shall not be obligated to extend piggyback offers.

9.5 Rights and Benefits

Nothing herein shall be construed to give any rights or benefits arising from this Contract to anyone other than Contractor and the District.

Section 10. Indemnification of District

Contractor shall indemnify, defend with counsel acceptable to the District, and hold harmless to the full extent permitted by law, the District, and its Board, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the project or its failure to comply with any of its obligations contained in these contract documents, except such Liability caused by the active negligence, sole negligence or willful misconduct of the District. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under Workers' Compensation acts, disability benefit acts or other employee benefit acts. The District recognizes its respective liability for certain tortious acts of their agents, officers, employees and invitees to the extent and limits provided in Section 768.28 Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the School District has under said statute.

Contractor shall be liable to the District for any loss or damage to District property arising from or in connection with Contractor's performance hereunder.

The parties agree that Ten Dollars (\$10.00) of the total compensation paid to the Contractor for performance of this Agreement shall represent the specific consideration for the Contractor's indemnification of the Owner.

The District reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

Section 11. Insurance.

11.1 Requirements

Contractor shall procure and maintain insurance, in the amounts noted in Section IV of the Request for Proposal and included in “**Exhibit C**” of this Contract.

Contractor shall maintain and shall require all its subcontractors, if any, to maintain insurance as indicated below with an *A.M* Best rating of no less than A: VII who is authorized to do business in the State of Florida.

The Martin County School Board must be named as an additional insured on the Commercial General Liability, Business Auto Liability and the Builder’s Risk/Installation Floater if required below. If applicable, Certificates shall be filed with the School Board by the Contractor, prior to commencement of the Work.

These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled without prior written notice to the Board. The Certificates of Insurance from the Commercial General Liability, Business Auto Liability and the Builder’s Risk/Installation Floater must have the Martin County School Board as an additional insured in connection with the work contracted to the. This insurance applies separately to the School Board, except with respect to limits of liability and is primary to rather than contributory with any insurance or self-insurance carried by the School Board.

When a self-insured retention or deductible exceeds \$5,000, the District reserves the right, but not the obligation, to review and request a copy of Contractor’s most recent annual report or audited financial statement. All Contractors, including any independent Contractors and Sub-Contractors utilized, must comply with the insurance requirements as set forth in the documents identified and listed in “**Exhibit C**” attached hereto.

The Contractor agrees to, in the performance of work and services under this Agreement, comply with all Federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to the Contractor, its employees, agents, or subcontractors, if any, with respect to the work and services described herein. The Contractor shall obtain at Contractor’s expense all necessary insurance in such form and amount as required by the District’s Risk & Safety Officer before beginning work under this Agreement. The Contractor shall maintain such insurance in full force and effect during the life of this Agreement. The Contractor shall provide to the District’s Risk & Safety Officer certificates of all insurance required under this section prior to beginning any work under this Agreement. The Contractor shall indemnify and save the District harmless from any damage resulting to it for failure of either Contractor or any subcontractor to obtain or maintain such insurance.

Neither the Contractor nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the District with evidence of such coverage in the form of an insurance certificate and endorsement. The Contractor shall ensure that all subcontractors shall comply with the above guidelines and shall maintain the necessary coverage throughout the term of this Agreement.

Policies shall be “Occurrence” form. Each carrier shall give the District sixty (60) days’ notice prior to cancellation.

The Contractor’s general and automobile liability insurance policies shall be endorsed to add the Martin County School District, its board, employees, officers, and agents as an “additional insured”. The Contractor’s Worker’s Compensation carrier shall provide a Waiver of Subrogation to the District. The Contractor shall be responsible for the payment of all deductibles and self-insured retentions.

11.2 Certificate of Insurance

Certificates of all insurance required from the Contractor shall be attached to this agreement and shall be subject to Risk Management’s approval for adequacy.

11.3 Insurance Limits

11.3.1 Commercial General Liability: Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Such insurance shall include, but not be limited to premises and operations liability, independent consultant’s liability, and personal injury liability. Such insurance shall be primary and non-contributory and shall contain a provision waiving subrogation against the District.

Any requirements, conditions, or stipulations that limit or restrict a covered activity must be clearly indicated on the Certificate of Insurance or attached thereto. If coverage is afforded solely or in part, through membership, registration, or participation in a master association, organization, or group, the terms and conditions for continued eligibility must be maintained. A lapse in insurance or failure to maintain appropriate coverage may result in the termination of this agreement.

11.3.2 Professional Liability: Professional Liability (Errors and Omissions) Insurance for all activities of the Consultant arising out of or in connection with this Agreement is an amount no less than \$1,000,000 combined single limit for each occurrence endorsed with the following language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the District.

Properly executed certificates of insurance clearly evidencing all coverages, limits, and endorsements required above. The certificates shall be submitted prior to commencement of services under this Agreement.

Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.

Upon the District's written request, certified copies of insurance policies. Such policy copies shall be submitted within thirty (30) days of the District's request.

11.3.3 Automobile Liability: Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicle. Each such comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:

- District, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
- The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.
- The insurance provided herein is primary coverage to the District and no insurance held or owned by the District shall be called upon to contribute to a loss.
- This policy shall not be canceled or changed without first giving thirty (30) days prior written notice to the District.
- The policy shall contain a waiver of subrogation provision against the District.

11.3.4 Workers' Compensation and Employers' Liability: Insurance that complies with Florida statute, Chapter 440. Minimum coverage limits must be the greater of (1) the statutory requirement or (2) \$500,000 each accident, \$500,000 disease - each employee, \$500,000 disease - policy limit. Workers' Compensation insurance is only required if Florida statute mandates that your business has coverage.

Section 12. Professional Standards

All work shall be performed in a professional manner and shall conform to all applicable District, County, State and Federal Regulations and/or Codes. The Contractor agrees to use trained personnel with adequate experience and skills in accordance with all codes and regulations.

Section 13. Non-Appropriation

This Contract is deemed effective only to the extent of the annual appropriations available.

Section 14. General Conditions

14.1 Venue in Martin County

Jurisdiction a venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Martin County, Florida.

14.2 Laws of Florida

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida.

14.3 Attorney's Fees and Costs

In the event the Contractor breaches or defaults in the performance of any of the terms, covenants and conditions of this Contract, the Contractor agrees to pay all damages and costs incurred by the District in the enforcement of this Contract, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

14.4 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Contract, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the District shall select the mediator who, if selected solely by the District, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

14.5 Contract Amendment

The District may require additional products or services of a similar nature, but not specifically identified in the contract. The Contractor agrees to provide such items/services, and shall provide the District prices on such additional items or services based upon a formula or method which is the same or similar to that used in establishing the prices in this contract. If the price(s) offered are not acceptable to the District, and the situation cannot be resolved to the satisfaction of the District, the District reserves the right to procure those items/services from other Contractors or to cancel the contract. Furthermore, the District reserves the right to delete or revise items and services under this proposal at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the District at any time during the contract period. Items revised must be mutually agreed upon in writing by the Contractor.

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. This Contract constitutes the entire agreement between the parties, and no prior, or contemporaneous oral agreement shall be binding on either party. If either party fails to enforce a portion or all of this Contract, it shall not constitute a waiver of the same.

14.6 Severability

Indulgence by the District on any non-compliance by the Contractor does not constitute a waiver of any rights under this agreement. If any term or provision of this RFP or resulting Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this RFP or Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this RFP/Contract shall be deemed valid and enforceable to the extent permitted by law.

14.7 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under chapter 768.20 Florida Statutes as amended.

Section 15. Public Records

If the Contractor has questions regarding the application of chapter 119, Florida statutes, to the Contractor's duty to provide public records

relating to this contract, contact the custodian of public records, at 772. 219.1200, ext. 30368, 1939 SE Federal Highway, Stuart, Florida 34994 or click [here](#) as per F.S. 119.12.

Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action with F.S. 119.0701 the Contractor shall:

Keep and maintain public records required by the public agency to perform the service.

Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.

Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the Contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a Contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A Contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. [119.10](#).

If a civil action is filed against a Contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and
2. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the public agency and to the Contractor.

A notice complies with subparagraph 2 above if it is sent to the public agency's custodian of public records and to the Contractor at the Contractor's address listed on its contract with the public agency or to the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A Contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

Section 16. Affidavits

16.1 Interests of Foreign Countries

A governmental entity may not knowingly enter into a contract with an entity, may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's

personal identifying information unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria, pertaining to the entity is owned by the government of a foreign country, or organized under the laws of or has its principal place of business in a foreign country of concern.

16.2 Prohibition

In accordance with F.S. 287.05701 Prohibition Against Considering Social, Political, or Ideological Interests in Government Contracting, the Board may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor and may not give preference to a vendor based on the vendor's social, political, or ideological interests.

16.3 Scrutinized Companies List

Pursuant to Sections 287.135, 215.4725, and 215.473, of the Florida Statutes which prohibits agencies from contracting with any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, participation in the Boycott of Israel, the Scrutinized Companies with Activities in the Iran Petroleum Energy List, and is not engaged in business operations in Cuba or Syria are prohibited from contracting for goods or services in any amount at the time of submitting to this RFP through the term of this contract, including renewals or extensions.

16.4 Contractual Authority

By signing this Contract, the Contractor swears or affirms, under penalty of perjury, that this is a valid act of the Contractor, and that no later claim shall be made by the Contractor that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of "apparent authority," or in the sole alternative of the District, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance. Furthermore, Contractor attests that firm is not on any list, engaged in any business operations, or participates in activities as specified in this section. If firm is found negligent, contract shall be terminated; and submission of a false certification may subject firm to civil penalties, attorney's fees, and/or costs.

Section 17. Exhibits

The following Exhibits are attached to and made a part of this Contract:

"Exhibit A" - "Proposal as Submitted by Respondent and Accepted by District"

"Exhibit B" - "Original Request for Proposal as Issued by District, including all Addenda"

"Exhibit C" - "Insurance and Indemnification"

"Exhibit D" - "Best and Final Offer (BAFO)"

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signatures are on following page

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

CONTRACTOR

Attest

Witnesses

NAME, TITLE

As to the DISTRICT on the ____ day of _____, _____.

MARTIN COUNTY SCHOOL DISTRICT

Attest

Witness

Michael Maine, Superintendent

ALL DOCUMENT EXHIBITS SHALL BE ATTACHED HERE

SAMPLE