**Request for Proposal**

**Disaster Recovery and Remediation Services/Debris Monitoring**

Proposals Due: September 12, 2023

No later than 3:00 p.m. CT

RFP #24-03



**INFORMATION SHEET**

Florida Buy State Cooperative Purchasing anticipates proceeding in a manner consistent with the following timetable. The timetable is subject to change at Florida Buy State Cooperative Purchasing’s sole discretion.

|  |  |
| --- | --- |
| **Description** | **Date** |
| RFP Advertised and Released | August 21, 2023 |
| Last Day for Questions | September 1, 2023 |
| Response Deadline | September 12, 2023 |
| Presentations to Evaluation Committee |  |

Award information will be made available to school districts and municipalities as soon as possible after the review, evaluation, and award via the Florida Buy State Cooperative Purchasing web page at www.floridabuy.org.

Solicitation Acknowledgement (REQUIRED)

**This page must be signed and included with your submission. Failure to do so will result in immediate rejection of your submission.**

The undersigned hereby certifies that the response included herein is made without prior understanding, agreement, or connection with any person or business entity submitting a response for the same goods or services and is in all respects fair and without collusion or fraud.

**The undersigned understands and agrees that by submitting a response that the entirety of the response is subject to Florida Statue 119 and will be considered a public record upon solicitation award or recommendation to award subject to the following exemptions:** Confidential information shall include only information that is made exempt from disclosure by Florida Statute. Should the bidder/proposer believe any information submitted is protected from disclosure under Florida’s public records law, the bidder/proposer **must provide evidence** of a statutory exemption under Florida law that is satisfactory to the College or obtain a protective order. All items of Confidential information must be labeled in writing as such when delivered to the recipient. (Any item marked “Confidential” that is not accompanied by sufficient evidence of statutory exemption or a protective order shall be considered a public record and by signing below the bidder/proposer hereby agrees to this provision.)

The undersigned understands and agrees that any vendor-suggested changes and inquiries regarding this solicitation were due by the date shown on the solicitation information sheet (page 2), and that any vendor- required changes to the terms and conditions not already approved in an addendum issued by the College prior to the solicitation due date will likely be rejected and may (in the College’s complete discretion) result in the rejection of the entire submission.

The undersigned agrees to abide by all conditions of this invitation and certifies that he or she is authorized to sign this submission for the business entity indicated below.

**Bidder/Proposer Business Name**

**Business Address**

**Printed Name & Title of Authorized Signatory**

**Signature of Authorized Signatory (Please Sign & Date)**

**REQUEST FOR PROPOSAL**

**Disaster Recovery and Remediation Services/Debris Monitoring**

**Florida Buy State Cooperative Purchasing**

**RFP #24-03**

**RFP closing date – September 12, 2023 @ 3:00PM CT**

Florida Buy State Cooperative Purchasing on behalf of PAEC Risk Management is accepting sealed proposals to provide **Disaster Recovery Remediation Services/Debris Monitoring**. The intent of this RFP is to establish both indefinite quantity Disaster Recovery and Remediation Services contract(s) AND indefinite quantity Debris Monitoring Services (monitor debris removal operations and document eligible debris quantities as required by the processes and procedures herein) contract(s) in accordance with FEMA requirements for use by the Consortium Member Districts on an ‘as needed’ basis resulting from catastrophic events and declared emergencies and including such disasters such as tornadoes and hurricanes.

**Proposers may submit for either Disaster Recovery and Remediation Services OR Debris Monitoring Services OR both. Each category will be scored separately. No preference will be given to vendors that can perform only one of the two requested services or those that can perform both services.**

Each K-12 District that chooses to participate in the award(s) will execute its own contract(s) with the awarded vendor(s) based on this solicitation.

**Failure to meet the following requirements will invalidate the RFP submission**

**Deadline for Proposals:** One (1) original, three (3) copies and one electronic copy (flash drive) must be received by **September 12, 2023, by 3:00PM CT**. RFPs will be opened as soon as possible following the deadline at Florida Buy State Cooperative Purchasing in Chipley, Florida. RFPs may be hand-delivered, mailed, or delivered by commercial means to the address below in a sealed envelope marked **“Sealed RFP for Disaster Recovery and Remediation Services/Debris Monitoring RFP #24-03” attn. Mickey Hudson and Tori Baxley”.**

**Address:**  PAEC attn.: Mickey Hudson and Tori Baxley

753 West Blvd

Chipley, Florida 32428

RFPs will be accepted up to but no later than the time indicated on the RFP. All proposals received after the time stated in the RFP **will not be considered** and will be returned to the Respondent unopened. The Respondent assumes the risk of any delay in the U.S. Mail or any other commercial carriers. The Respondent assumes responsibility for having the RFP deposited on time at the place specified. The official clock for determining the time shall be that utilized by PAEC at the place the RFP is received.

This solicitation **requires** vendors to further elaborate on what they are offering in a presentation to the Consortium or simply to answer evaluation committee questions. The expected presentation days and times will be listed on the Solicitation Information Sheet (if known). Any documents handed out by the proposer may be considered part of the proposer’s response or rely at the discretion of the Consortium. If any document or any other aspect of the presentation conflicts with the proposer’s original response, the Consortium may opt to use either the prior response or the presentation response as the Consortium deems most favorable.

**All Questions concerning this RFP shall be directed to BOTH:**

**RFP Coordinator: Tori Baxley**

**Email address: tori.baxley@paec.org**

**Street Address: 753 West Blvd**

**Chipley, Florida 32428**

**Risk Management Administrator: Mickey Hudson**

**Email address: mickey.hudson@paec.org**

**Street Address: 753 West Blvd  
 Chipley, FL 32428**

**No telephone correspondence is permitted.**

**IMPORTANT: Proposals must be typed utilizing TIMES NEW ROMAN, 12-Point Fonts. Handwritten proposals will NOT be evaluated.**

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**Section 1 – Background and Project Overview**

1. The Panhandle Area Educational Consortium (PAEC) is an organization created by Florida statutes to serve the small, rural school districts in the Florida Panhandle. The Consortium is governed by the 14 school superintendents in Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Liberty, Madison, Taylor, Wakulla, Walton, Washington, and FAMU Developmental Research School. The Washington County Florida School District is the fiscal agent for the consortium. The consortium works with the districts on several initiatives including purchasing and does so through the ***Florida Buy State Cooperative Purchasing*** program. The program was created exclusively to serve the needs of member and participating school districts which include all 67 school districts in Florida as well as all public, private, and charter schools. The services and commodities awarded through the program are also made available to public colleges, universities, cities, counties, state agencies, non-profit organizations as well as other eligible entities in other states.
2. In 2016, the Florida Legislature recognized the authority of **“*Cooperative State Purchasing Programs managed through Regional Consortium Service Organizations****”* (RCSO) to serve as an option for the purchase of “*commodities and contractual services”* for district school boards and the Florida College System. This new law, **F.S. 1010.04 (1) (b)** requires such institutions “*to review pricing through state term contracts”* or RCSO. Of the three RCSO’s in Florida, **FLORIDA BUY STATE COOPERATIVE PURCHASING is the only such program offering a state-wide purchasing option**.
3. The North East Florida Educational Consortium (NEFEC), which consists of the school districts in Baker, Bradford, Columbia, Dixie, Flagler, Gilchrist, Hamilton, Lafayette, Levy, Nassau, Putnam, Suwannee, Union, P.K. Yonge DRS, and the Florida School for the Deaf and Blind, and Heartland Educational Consortium (HEC), which consists of the school districts in DeSoto, Glades, Hardee, Hendry, Highlands, and Okeechobee, partner with the Florida Buy program to extend the discounted products and services to schools, school districts, and other eligible entities in their regional educational consortiums.
4. It is the intention of the Florida Buy State Cooperative Purchasing program to establish a contract available for school districts, cities, counties, all other public sector agencies, and non-profit organizations for **Disaster Recovery Remediation Services/Debris Monitoring**. The intent of this RFP is to establish both indefinite quantity Disaster Recovery and Remediation Services contract(s) AND indefinite quantity Debris Monitoring Services (monitor debris removal operations and document eligible debris quantities as required by the processes and procedures herein) contract(s) in accordance with FEMA requirements for use by the Consortium Member Districts on an ‘as needed’ basis resulting from catastrophic events and declared emergencies and including such disasters such as tornadoes and hurricanes.
5. The objective is to achieve cost savings through a single competitive solicitation for use by all eligible entities that eliminates the need for multiple proposals while combining the purchasing power of multiple sources and reducing the administrative costs to both vendor partners and eligible buyers.
6. The solicitation and subsequent award/s represent unique opportunities for significant market growth for awardees given the desire for schools and other eligible entities to expeditiously make purchases at discounted prices through a competitively awarded contract and managed through a Florida based, state authorized cooperative purchasing program with a core mission to provide shared services to schools and other eligible entities.
7. Components of the Disaster Recovery Remediation Services/Debris Monitoring solicitation would include, but not be limited to:

* Description or methods of Disaster Recovery Remediation Services/Debris Monitoring.
* Pricing reflecting a percentage discount from published list pricing.
* References to attest to the quality and cost of work performed from previous projects.
* Customer service elements that include but not limited to warranty, conflict resolution with customers, and quality controls.

1. It is required that these services be performed on an *objective* basis, and without conflict of interest.

**Consortium Risk Management Member Districts**

|  |  |  |
| --- | --- | --- |
| Name | District Office Address | Approx. # of All District Buildings |
| Calhoun County Schools | 20859 Central Avenue, G-20  Blountstown, FL 32424 | 115 |
| Franklin County Schools | 85 School Road, Suite One  Eastpoint, FL 32328 | 31 |
| Gulf County Schools | 150 Middle School Road  Port St. Joe, FL 32456 | 91 |
| Holmes County Schools | 701 E. Pennsylvania Ave.  Bonifay, FL 32425 | 95 |
| Jackson County Schools | 2903 Jefferson St.  Marianna, FL 32447 | 262 |
| Jefferson County Schools | 1490 W. Washington Street  Monticello, FL 32344 | 44 |
| Liberty County Schools | 12926 NW CR 12  Bristol, FL 32321 | 64 |
| Wakulla County Schools | 69 Arran Road  Crawfordville, FL 32326 | 94 |
| Walton County Schools | 145 Park Street, Suite 3  DeFuniak Springs, FL 32433 | 251 |
| Washington County Schools | 652 Third Street  Chipley, FL 32428 | 133 |

**Section 2 – Federal Contract Required Clauses, Definitions and other FEMA Special Terms and Conditions**

1. **RECORDS** 
   1. All responses become the property of PAEC and will be a matter of public record subject to the provisions of Chapter 119, Florida Statutes.
   2. **PUBLIC RECORDS LAW:** The bidder/proposer agrees to allow PAEC and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, made or received by the bidder/proposer in conjunction with any submission or agreement resulting from this solicitation. Refusal to comply with this provision shall constitute sufficient cause for termination of any agreement resulting from this solicitation. All written records received by PAEC in connection with the transaction of official business, including information contained in any responses to this solicitation may be deemed public records and are subject to the provisions of Ch. 119, Florida Statutes. In addition, if federal funds are used in this procurement, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.
   3. **AUDIT RECORDS:** The Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the College under any agreement resulting from this solicitation, and agrees to provide a financial and compliance audit to the College or to the Office of the Auditor General and to ensure that all related party transactions are disclosed to the auditor. The Contractor agrees to include all record-keeping requirements on all subcontracts and assignments related to any agreement resulting from this solicitation.
   4. **RETENTION OF RECORDS:** The Contractor agrees to retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to any agreement resulting from this solicitation for a period of five (5) years. The Contractor shall maintain complete and accurate record keeping and documentation as required by the College and the terms of any agreement resulting from this solicitation. Copies of all records and documents shall be made available to the College upon request. All invoices and documentation must be clear and legible for audit purposes. For the duration of any agreement resulting from this solicitation, all documents must be retained by the Contractor within the State of Florida, at an address to be provided in writing to the Purchasing Director within thirty (30) days of the agreement execution. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the College’s Inspector General and/or legal counsel for review. The Contractor shall cooperate with the College to facilitate the duplication and transfer of any said records or documents during the required retention period. The Contractor shall advise the College of the location of all records pertaining to the Contract resulting from this solicitation and shall notify the College by e-mail (with proof of receipt by the Director of Purchasing) or certified mail within ten (10) days if/when the records are moved to a new location.
2. **SEVERABILITY**
   1. The invalidity or unenforceability of any particular provision of any agreement resulting from this solicitation shall not affect the other provisions hereof and shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of the agreement can still be determined and effectuated.

1. **FERPA**
   1. In accordance with the Family Educational Rights and Privacy Act (FERPA), 20 USC 1232g et seq., 34 CFR Part 99, and Florida Statute sections 1002.225 and 1006.52, should the Contractor be deemed to have a legitimate educational interest in accessing a student’s educational records, the Contractor and Contractor’s employees shall comply with the non-disclosure and other requirements of all applicable laws and regulations. Contractor shall not use or disclose confidential student information received from or on behalf of the College (or its students) except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by the College. Contractor agrees not to use confidential student information for any purpose other than the purpose for which the disclosure was made.

1. **FEDERAL CONTRACT REQUIRED CLAUSES AND OTHER FEMA SPECIAL TERMS AND CONDITIONS (E THROUGH 1.73)**
   1. The activation of any Contract resulting from this RFP may be subject to FEMA reimbursement. Therefore, the following contract clauses will be required, where applicable, pursuant to 2 C.F.R. 200.326 and 2 C.F.R. Part 200, Appendix II, and shall, where applicable, form a part of any contract resulting from this RFP:
2. **DAMAGES, 2 CFR §200.326 APPENDIX II TO PART 200 (A)**
   1. All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.
   2. In the event of Contractor’s breach of its performance obligations, Florida Buy State Cooperative Purchasing shall have all rights and remedies against Contractor as provided by law.
3. **TERMINATION RIGHTS, 2 CFR §200.326 APPENDIX 11 TO PART 200 (B)**
   1. **Termination for Convenience**: Whenever the interests of Contractor or Florida Buy State Cooperative Purchasing so require, either party may terminate the parties’ Agreement, in whole or in part, for the convenience of the party. Terminating party shall give the other party ninety (90) days prior written notice of termination (or a lesser time, if mutually agreed). In the event of a termination for convenience by COLLEGE, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.
   2. **Termination for Cause**: Either party may, by written notice of default to Contractor, terminate the parties’ Agreement, in whole or in part, if either party fails to satisfactorily perform any provisions of the parties’ agreement after a period of ten (10) days following receipt of a Notice of Deficiency.
4. **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2CFR §200.326 APPENDIX II TO PART 200 (C)**

If applicable to the work and services performed by Contractor under the RFP, during the performance of any Agreement, Contractor shall comply with the Equal Employment Opportunity Clause (41 CFR 60- 1.4(b)):

1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. 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. 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.
2. 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.
3. Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers’ representatives of the Contractor’s commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. 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 for purpose of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor’s noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations or orders, this Agreement 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 may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 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 contractor. 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 Contractor becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interest of the United States.
8. **DAVIS BACON ACT AND COPELAND “ANTI-KCIKBACK” ACT, 2 CFR §200.326 APPENDIX II TO PART 200 (D)**
   1. **David-Bacon Act**: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009- 2/January 2016).
   2. **Copeland “Anti-Kickback” Act**: In contracts subject to the Davis-Bacon Act, Contractor shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. §3145), 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 the contractor and subcontractor 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 Government must report all suspected or reported violations to the appropriate Federal agency.
   3. If applicable to the work and services performed by Contractor under the parties’ Agreement:
      * Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.
      * Contractor or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontract with all these contract clauses.

**A breach of the Agreement clause above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.**

**Note: The Davis-Bacon and Copeland Anti-Kickback requirements do not currently apply for Public Assistance Grants, such as reimbursements from FEMA for the work specified herein. Therefore, the Contractor is not required to follow these provisions currently. Contractor shall only be required to follow these provisions if the laws/rules change requiring Public Assistance Grants to follow these provisions.**

1. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 APPENDIX II TO PART 200 (E) (40 U.S.C. 3701-3708)**

Contracts in excess of $100,000 that involve the employment of mechanics or laborers shall comply 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 and its subcontractors shall 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.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (I) 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 (I) 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 (I) of this section.
3. Withholding for unpaid wages and liquidated damages. The Government shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs
   1. through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.
5. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 APPENDIX II TO PART 200 (F)**

If applicable to the work and services performed by Contractor under the parties’ AGREEMENT and if the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the GOVERNMENT 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 GOVERNMENT must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business.”

1. **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 APPENDIX II TO PART 200 (G)**

Contractor shall 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). Contractor shall include the foregoing requirements in each subcontract exceeding $100,000.

1. **ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 APPENDIX II TO PART 200 (H)**

If applicable to the work and services performed by Contractor under the parties’ AGREEMENT, Contractor shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

1. **DEBARMENT AND SUSPENSION, 2 CFR §200.326 APPENDIX II TO PART 200 (I)**
2. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.9XX) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
3. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
4. This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
5. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
6. **BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 APPENDIX II TO PART 200 (J)**

Contractor must file with the GOVERNMENT 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. If not provided with the bid response, Contractor must complete and submit the Certification Regarding Lobbying Form.

1. **PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 APPENDIX II TO PART 200 (K) AND 2 CFR §200.322**
   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-
      * Competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price

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

1. **AGREEMENTS WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)**

Should the Contractor subcontract any of the work under this AGREEMENT, Contractor shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

1. **ACCESS TO RECORDS**
   1. Contractor agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.
   2. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Contractor agrees to provide the FEMA Administrator or his authorized representatives’ access to construction or other work sites pertaining to the work being completed under the contract
2. **SEAL, LOGO, AND FLAGS**

Contractor shall not use the U.S. Department of Homeland Security’s seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security’s agency officials without specific FEMA preapproval.

1. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance may be used to fund the AGREEMENT. Contractor will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

1. **NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, Contractor, or any other party pertaining to any matter resulting from the contract.

1. **PROGRAM FRAUD AND FALSE OR FRAUDELENT STATEMENTS OR RELATED ACTS**

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.

1. **TIME AND MATERIALS**

Any time and materials contract must include a ceiling price that the Bidder/**Proposer** exceeds at its own risk. The Bidder/**Proposer** also agrees for Bidder/**Proposer** to assert a high degree of oversight in order to obtain reasonable assurance that the [Bidder/**Proposer** i](https://www.law.cornell.edu/cfr/text/2/200.318)s using efficient methods and effective cost controls, and Bidder/**Proposer** agrees to fully cooperate with such oversight measures. 2 CFR§ 200.318(j)(1).

1. **NO INVOLVEMENT IN DEVELOPMENT OF RFP SPECIFICATIONS**

Bidder/Proposer acknowledges that Bidder/Proposer was not involved with developing or drafting the specifications, requirements, statement of work, invitation for bids or request for proposals for this procurement solicitation. 2 CFR §200.319(a)

1. **“COST PLUS A PERCENTAGE OF COST” CONTRACTS PROHIBITED**

“Cost plus a percentage of cost” or “percentage of construction cost” forms of contract are prohibited under the Federal procurement standards and are ineligible for FEMA reimbursement. 2 CFR § 200.323(d). Any portion that is submitted as a cost + percentage of cost may be scored lower in comparison to those who submit proposals without a cost + percentage of cost.

1. **BONDING REQUIREMENTS**

In accordance with 2 CFR § 200.325, for construction or facility improvement [contracts](https://www.law.cornell.edu/cfr/text/2/200.325) or sub[contracts](https://www.law.cornell.edu/cfr/text/2/200.325) exceeding the federal [Simplified Acquisition Threshold,](https://www.law.cornell.edu/cfr/text/2/200.325) the [Federal awarding agency](https://www.law.cornell.edu/cfr/text/2/200.325) or [pass-through entity](https://www.law.cornell.edu/cfr/text/2/200.325) may accept the bonding [policy](https://www.law.cornell.edu/cfr/text/2/200.325) and requirements of Santa Fe College or other Consortium member college provided that the [Federal awarding agency](https://www.law.cornell.edu/cfr/text/2/200.325) or [pass-through entity](https://www.law.cornell.edu/cfr/text/2/200.325) has made a determination that the [Federal interest i](https://www.law.cornell.edu/cfr/text/2/200.325)s adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

* 1. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified. **[Note: For this RFP, no bid bond is required as this is an indefinite quantity solicitation. However, as Section 2.1 indicates bid bonds may be required of subcontractors when you solicit subcontractor services (per FEMA requirements), and performance bonds may be required of your firm or subcontractor firms depending on the scope of each service incident.]**
  2. A performance bond on the part of the [contractor f](https://www.law.cornell.edu/cfr/text/2/200.325)or 100 percent of the [contract](https://www.law.cornell.edu/cfr/text/2/200.325) price. A “performance bond” is one executed in connection with a [contract t](https://www.law.cornell.edu/cfr/text/2/200.325)o secure fulfillment of all the [contractor](https://www.law.cornell.edu/cfr/text/2/200.325)'s [obligations](https://www.law.cornell.edu/cfr/text/2/200.325) under such [contract.](https://www.law.cornell.edu/cfr/text/2/200.325)
  3. A payment bond on the part of the [contractor f](https://www.law.cornell.edu/cfr/text/2/200.325)or 100 percent of the [contract](https://www.law.cornell.edu/cfr/text/2/200.325) price. A “payment bond” is one executed in connection with a [contract t](https://www.law.cornell.edu/cfr/text/2/200.325)o assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the [contract.](https://www.law.cornell.edu/cfr/text/2/200.325)

Proposer is required to make some basic commitments to ensure the overall success of this program. By submission of a response, offeror commits to the following:

**MWBE/HUB/SBE Participation** – It is **SF’s** goal to have MWBE/HUB/SBE participation in providing services under contracts awarded under this RFP. If **Bidder/Proposer** intends to employ sub-contractors in providing services/products related to this solicitation, **Bidder/Proposer** must make and demonstrate a good faith effort to include HUB participation under a contract. **Bidder/Proposer** good faith effort must include, but is not limited to, the following affirmative steps (ref. 2 CFR 200.321):

* + - 1. Placing qualified small and minority businesses and women’s business enterprises on solicitation list.
      2. Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources.
      3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises.
      4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises.
      5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**Section 3 – Definition of Terms**

1. **PAEC (**Panhandle Area Educational Consortium)**:** A regional educational consortium legislatively created by Florida Statute and governed by the school superintendents from districts that comprise the consortium. PAEC manages many initiatives for the consortium, including the Florida Buy State Cooperative Purchasing program.
2. **Florida Buy State Cooperative Purchasing:** The program managed by PAEC to secure cooperative purchasing agreements on behalf of Florida schools and other eligible entities.
3. **Respondent:** The entity responding to this solicitation, representing an individual company or coalition of independent companies, and ultimately placed under contract with an eligible entity electing to utilize the contract.
4. **RFP:** A *request for proposal* is a document that an organization provides to announce a new project opportunity through a bidding process to interested parties and is often used when agency is seeking solutions for needed products and services.
5. **Buyer:** The eligible entity choosing to utilize the contract and agreement with the Respondent.
6. **Intergovernmental Cooperative Purchasing Agreement:** An agreement entered by Florida Buy State Cooperative Purchasing and other eligible purchasing cooperatives or state purchasing agencies to expand the use of the awarded contract to other regions nationally and within the state of Florida.
7. **Awardee:** Respondent/s selected by the evaluation committee to be awarded a contract based on the responses provided in the RFP.
8. **Published List Price:** The current pricing advertised or offered by the Respondent to general customers.
9. **Performance and Payment Bond:** As required by state or local law, Respondent shall, at the receipt of a Buyer purchase order, furnish the Buyer on whose behalf the purchase order is issued, a corporate surety bond in the full amount of the purchase order for the faithful performance of the contract, as conditioned below. The surety must be authorized to do business in the State of Florida and be satisfactory to Buyer. Each bond shall be in the form required by the State of Florida.

# **Section 4 – Terms and Conditions**

1. Delivery Date: Responses must be delivered **no later than 3:00 p.m. Central Time on September 12, 2023.** **The Respondent(s) will provide an electronic (digital) copy, one (1) original, and three (3) copies to:**

**Address:** Panhandle Area Educational Consortium

753 West Blvd

Chipley, Florida 32428

Attn: Tori Baxley

1. Mailing of Proposals: All proposals submitted in response to the solicitation must be clearly identified as listed below with the solicitation number, title, name, and address of the company responding. All packages must be clearly identified as listed below, sealed, and delivered to the Panhandle Area Educational Consortium office no later than the submittal deadline assigned for this solicitation. **Proposals received after this date and time will be rejected.**

From\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Address \_\_

City, State, Zip \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Solicitation Name and Number \_\_\_\_\_\_\_\_\_\_\_

1. Questions regarding this RFP will be submitted in writing to Tori Baxley at [tori.baxley@paec.org](mailto:tori.baxley@paec.org) AND Mickey Hudson at [mickey.hudson@paec.org](mailto:mickey.hudson@paec.org). The last day for questions will be **no later than 3:00 PM CT, on September 1, 2023.** The questions along with responses will be compiled and maintained under this announcement on the Florida Buy State Cooperative Purchasing website at [www.floridabuy.org](http://www.floridabuy.org).
2. **Duration:** The term of the agreement will be for 3 years with the option to renew for two additional 12-month terms.
3. The Respondent must provide evidence that his/her company has the financial resources and capacity to affectively perform the Scope of Work and provide the services outlined in this RFP.
4. Florida Buy State Cooperative Purchasing does not guarantee usage of this contract. Usage will depend on the actual needs or desires of eligible users of the contract and the value offered by the proposer.
5. Florida Buy State Cooperative Purchasing reserves the right to offer multiple awards under this solicitation.

**Section 5 – Vendor Profile and Experience Requirements**

1. Provide a cover letter and narrative outlining the specific experience and qualifications listed below:
2. Experience providing Disaster Recovery Remediation Services/Debris Monitoring to schools, governmental entities, and non-profit organizations.
3. Experience in evaluating, consulting, and providing appropriate product and service recommendations to meet customer needs and expectations.
4. Experienced staff with appropriate licensing and credentials to perform all work associated with the scope.
5. Experience in management of large-scale projects.

1. Quality requirements, or basic business requirements, are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive. **Complete the Quality Requirements in Attachment 2 and submit it with your completed response.**
2. Provide a copy of all current licenses, registrations and certifications issued by federal, state, and local agencies, and any other licenses, registrations, or certifications from any other governmental entity with jurisdiction, allowing Respondents to perform the covered services.
3. The Respondent will provide a minimum of three references from schools, school districts, colleges, universities, cities, counties, or other eligible entities that have utilized services provided by the Respondent. **Use Attachment 3** provided with this solicitation.
4. Include in the cover letter to your response a statement that you have read and understood the RFP and are able to provide the services requested. Your letter should note any exceptions and must be signed by the individual who will have overall responsibility and accountability for all services to be provided. Provide a brief description of your company and its capabilities. **Complete the questionnaire in Attachment 6.**

# **Section 6 – Scope/Statement of Work**

1. It is the intension of Florida Buy State Cooperative Purchasing to establish one or more contracts with highly qualified Contractors for Disaster Recovery and Remediation Services/Debris Monitoring. Contractors shall, at the request of PAEC, Florida Buy, or any PAEC member district, provide these services under the terms of this RFP and the Contract set forth in the General Terms and Conditions. Contractor must assist PAEC with deciding its individual needs.
2. Florida Buy State Cooperative Purchasing is seeking qualified, experience contractor(s) to perform Disaster Recovery Remediation Services/Debris Monitoring for natural disasters (such as fire, storms, flooding), pandemic events, vandalism, and terrorism. Respondent must have the necessary resources and capabilities to perform the required services and provide the supplies, materials, equipment, and labor to perform those services to all participating PAEC member districts necessary to:
   1. Respond to request from several different types of educational, governmental, and public institutions seeking Disaster Recovery Remediation Services/Debris Monitoring.
   2. Types of services may include, but are not limited to: highly skilled licensed disaster recovery service providers in the event of a manmade or natural disaster to perform, or cause to be performed, disaster recovery services including but not limited to: water extraction; climate control; bag/tag damaged contents; remove wet ceiling tiles, insulation or drywall; remove and discard spoiled food; install temporary roofing; HEPA vacuum surfaces; installation of virus control filters, and wipe and clean surfaces and carpets.
3. This RFP does not include permanent repair or re-construction services. For example, sheet rock can be removed, but not replaced; carpets can be removed, but not replaced, etc.
4. Although the primary focus of this service shall be to respond to the two categories of emergency work that are defined by the Federal Emergency Management Agency (FEMA) as having specific eligibility for reimbursement which are identified as 1) Category A – Debris Removal, and 2) Category B – Emergency Protective Measures, the firm may be requested to respond to other FEMA defined categories of emergency work or for non-declared emergency clean-up and restorative services as may be required by the member districts.
5. The contractor(s) awarded a contract must provide comprehensive strategies designed to reduce the overall risk and vulnerabilities in the wake of a disaster. The following categories of services and associated equipment are anticipated. This listing is not meant to be exhaustive.
   1. Fire, Smoke, Soot, and Water damage Restoration of structure and contents
   2. Water Extraction, Moisture Reading and Moisture Control (dehumidification)
   3. Desiccant/refrigerant drying
   4. Heating, Ventilation, Air Conditioning Decontamination, and Cleaning
   5. Microbial Remediation
   6. Odor Control
   7. Documents, Books, & Vital Records Recovery/Restoration
   8. Electronics Restoration
   9. Telecommunications Recovery
   10. Media Recovery
   11. Clean Up and Decontamination from Domestic Terror Events
   12. Project Management
   13. Carpet Cleaning
   14. Air Duct Cleaning
   15. Tile & Grout Cleaning/Sealing
   16. Biohazard Trauma, Blood borne pathogen clean-up
   17. Textiles Mitigation/Cleaning
   18. Documentation (inventory of damaged, discarded, and or/removed items; project log; atmospheric conditions, moisture content, etc.)
   19. Salvage
   20. Asbestos Abatement
   21. Disposal of Hazardous Materials
   22. Transportation and Storage
   23. Mobile Lodging/ Mobile Command Facilities
   24. Expert Consulting/Training
   25. Similar, related disaster mitigation services
6. **Respondent must have the ability to respond within 12-24 hours. No Respondent will be considered if they are unable to meet this requirement.**
7. Respondent must track and account for employee time and expendables used in the disaster restoration according to FEMA requirements.
8. Respondent must furnish all labor, equipment, and materials to perform all manner of recovery and remediation services.
9. Respondent must ensure all water/moisture/smoke remediation is performed to prevent additional damage.
10. Respondent must have an environmental health and safety program for discovery and dealing with hazardous materials. All personnel must have completed the appropriate OSHA Hazmat courses and have proper certifications where required.
11. Respondent must be knowledgeable of FEMA requirements for record keeping and provide timely and accurate reports for submission to FEMA or the Consortium’s insurance provider for reimbursement.
12. Debris monitoring documentation is critical to verify that debris operations meet all FEMA Public Assistance policies and guidelines, costs are reasonable, quantification of the debris is accurate, and the tracking of the debris to its final location is recorded and in compliance.
13. Respondents are required to understand FEMA Public Assistance policies and guidelines, including eligibility issues and specifically those relating to debris.
14. Respondents must be able to handle the monitoring of debris removal for all types and sizes of disasters. This can include a localized event where there is one type of debris, a significant event that includes a larger square footage and mixed debris or could be a catastrophic event where the entire Consortium membership is affected and there are multibed types of debris that will need to be removed.
15. The Respondent may offer its products/services to educational, other public sector agencies, and non-profit organizations in other states who allow its agencies and public institutions to utilize the purchasing contract.

1. Respondent agrees to provide sales and marketing representatives that can educate, introduce, and demonstrate products and services to customers.
2. Respondent must demonstrate that it possesses the necessary resources to, and agrees to, provide a comprehensive training to its sales team on the use of the Florida Buy State Cooperative Purchasing contract agreement.
3. Respondent agrees to provide current and updated prices to Florida Buy State Cooperative Purchasing customers upon request.

**Section 7 – Specifications**

The proposer must check either the “Comply” or “Deviate” box for each specification item. **All deviations must be noted and explained on the attached form entitled “Deviations” at the end of this solicitation package to be considered**. **(See Attachment 12: Deviations from Section 7)**

| **Item** | **Description** | **Comply** | **Deviate** |
| --- | --- | --- | --- |
| A.1 | The Respondent will maintain and have in its possession all the necessary equipment to perform the work described in this RFP. |  |  |
| A.2 | The Respondent must provide a written proposal and cost estimate on any work performed under this RFP and present it to the interested buyer prior to the commencement of any work. |  |  |
| A.3 | Work must begin as soon as possible after a contract between the Awardee and the Buyer is agreed upon. Failure to begin work as agreed upon will result in the option for the Buyer to discontinue or void any agreement with the Awardee. |  |  |
| A.4 | The Respondent must be an authorized service representative for all proposed services with the authority to authorize and sign contractual agreements with Florida Buy State Cooperative Purchasing and with the entities utilizing this agreement for services outlined in the Proposal. |  |  |
| A.5 | All charges and components necessary for performance of the contract shall be clearly identified even if such are not specifically addressed in any paragraph or sub-paragraph or form that is a part of this request. |  |  |
| A.6 | If the Respondent intends to utilize independent agents, sub-contractors and/or third-party agents to perform and/or provide any part of the products and services offered herein, the Respondent must identify all providers and all associated costs with these providers. |  |  |
| A.7 | Optional services must be identified separately and must include clear descriptions of proposed services. |  |  |
| A.8 | Respondents must be able to supply current list pricing and reflecting the stated discounts in the proposal when requested by a buyer or from Florida Buy State Cooperative Purchasing. |  |  |
| A.9 | Buyer will be entitled to a 30/60/90-day money back guarantee if the work performed fails to meet compliance or fails to meet the standards negotiated in any “commencement of work” documents. |  |  |
| A.10 | The Respondent must maintain a toll-free support line open during regular business hours, Monday through Friday. |  |  |
| A.11 | If the Respondent makes an error in pricing (typographical or photographic error, for example), the Awardee must immediately provide a corrected invoice. |  |  |

**Section 8 – General Conditions – Independent Price Determination**

1. **Respondent agrees to provide a spreadsheet containing all the items under contract, when requested, with up-to-date pricing for verification of current published list price.**
2. The successful Respondent shall be responsible for providing all necessary personnel, materials, equipment, supervision, insurance, and services, as outlined to accomplish the work in accordance with the specifications contained in this RFP.
3. By submission of this proposal, the Respondent certifies the following:

1. The prices in this RFP have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

1. Unless otherwise required by law, the prices which have been quoted in this RFP have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to opening, directly or indirectly to any other Respondent or to any competitor.

1. No attempt has been made or shall be made by the Respondent to induce any other person or bidder to submit or not to submit a proposal for the purpose of restricting competition.

**Section 9 - Additional Terms and Conditions**

1. All terms and conditions may be modified and revised by Florida Buy State Cooperative Purchasing with the written consent of both the Cooperative and the Awardee.
2. Florida Buy State Cooperative Purchasing, at its discretion, may offer the use of the awarded agreement to governmental entities such as state agency purchasing programs and/or other cooperative purchasing programs in other states to extend the use of the contract to eligible users. This option will be referred to as an *Interlocal Agreement* (**Attachment 8**) Under such conditions, the participating agency may, with written consent from the Awardee, modify and revise the terms and conditions of the master agreement to comply and conform with local, regional, or state purchasing requirement unique to their agency.
3. Other state and public agency purchasing program agreements may require additional administrative fees, associated with sales, to be paid by the Awardee for the management of the contract. The Awardee will be notified in writing and will have the option of accepting or rejecting the Interlocal Agreement program fees.
4. If the original Vendor/Respondent sells or transfers all assets and interests or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract.
5. Florida Buy State Cooperative Purchasing reserves the right to reject the acquiring person or entity as a Vendor/Awardee. A change of name agreement will not change the contractual obligations of the Vendor/Awardee.
6. The Awardee, may, upon entering negotiations with qualified buyers, amend their prices to offer volume discounts below the lowest unit rates established in the pricing portion of this agreement.
7. The Respondent shall endeavor to provide a safe, healthful, and productive work environment for its employees by supporting maintenance of a Drug-Free Workplace as defined by the Florida Drug-Free Workplace Act, Florida Statute 112.0455.
8. The Respondent shall assure that its employees have received the necessary safety equipment required for the work described by the Contract Document. Personnel must be trained in the hazards associated with Disaster Recovery and Remediation Services/Debris Monitoring projects.
9. The Respondent shall adequately protect the client's property and shall be responsible for the cost arising out of any damage or injury due to neglect.
10. Employees, installers, or any other personnel involved with the project, while working on school campuses, will be subject to and must comply with the Jessica Lunsford Act as described in Florida Statutes 1012.465.
11. The Respondent must provide insurance certifications reflecting coverage for worker’s compensation, applicable to the state law, commercial general liability for bodily injury and property damage with limits not less than $1,000,000 single limit per occurrence or required by entities utilizing the Florida Buy State Cooperative Purchasing contract. The certifications should also provide evidence of coverage for not less than $1,000,000 automobile liability for bodily injury and property damage.
12. The Respondent will not discriminate against any employee or applicant for employment because of race, creed, color, religion ancestry, sex, national origin, affection preference, disability, age, marital status, or status regarding public assistance or as a disabled veteran.

**Section 10 – Warranty**

1. The Respondent has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty’s terms with the manufacturer.
2. **Additional Warrants:** The Respondent warrants that all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, the Respondent warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

**Section 11 – Pricing – Disaster Recovery and Remediation**

Respondent MUST provide pricing including any additional pricing examples and pricing discount schedules that need to be submitted to provide Consortium and its member colleges with comprehensive pricing information. Respondent may submit time and materials pricing, a catalog or price lists for supplies, materials, and equipment **with discount provided separately from price lists**, and hourly not-to-exceed rates for labor.

1. **Discounts provided on price lists and catalogs** – Detail the average discount provided by the Respondent on stated prices. Discount should not be already taken off catalog pricing lists and catalogs. Discounts need to be provided separately.
   * Provide discount schedules for all products Respondent intends to offer, shown either by category or code. Use separate discount for any net items with description of these net items.
   * Provide labor notes for each category shown that Respondent is proposing. These notes must include Respondent’s overhead, profit. Provide Respondent’s miscellaneous material markups. If Respondent does not provide this labor classification, mark “N/A” (Not Applicable).
   * Provide a description on how Respondent intends to guarantee the performance of Respondent’s labor, and what benchmark will be used to determine the labor hours for each project.
   * Indicate any list price adjustment Respondent intends on providing during the contract period and on what it is based.
2. **Hourly Rates** – Provide an hourly not-to-exceed rate for all categories of labor to be provided under this RFP.
3. A separate pricing sheet (**Attachment 5**) **must be completed.** It is understood that percentage discounts may vary based on manufacturers cost to the Respondent. If so, please indicate on the pricing sheet such variations. It is also acceptable to list categories instead of individual items if the percentage discount is included on the worksheet.
4. **It is expected and understood that the pricing offered under this award is compatible with the lowest unit rates available under any other contract or cooperative purchasing agreement utilized by the awardee.**
5. List any other contracts and the pricing formulas for any other contracts you possess with other purchasing cooperatives or agencies.
6. Note that contracts/purchase orders issued under this RFP will include a ceiling price that the contractor exceeds at its own risk (2 CFR 200.318(J)).
7. All pricings should be clearly stated upon receipt of order or inquiry from the purchaser. If shipping is included in the pricing, it should be stated. If there are minimum price shipping guidelines, it should also be clearly stated.

**Section 12 – Pricing – Debris Monitoring**

1. Fee Schedule:

Each Respondent must complete and submit the Cost Proposal Form/Fee Schedule below. Cost will be evaluated using the hourly rates submitted below for the labor positions listed. The hourly labor rates must include all applicable overhead and profit. All normal expenses must be absorbed in hourly rates, including lodging, meals, transportation, and per diem. Respondents may also include additional, optional positions, and services.

**Positions** **Hourly Rate**

Project Manager $ \_\_\_\_\_\_\_\_

Operation Managers $ \_\_\_\_\_\_\_\_

Data Managers $ \_\_\_\_\_\_\_\_

GIS Analyst $ \_\_\_\_\_\_\_\_

Field Supervisor $ \_\_\_\_\_\_\_\_

Debris Site/Tower Contractors $ \_\_\_\_\_\_\_\_

Collection Contractor $ \_\_\_\_\_\_\_\_

Load Ticket Data Entry Clerk/Clerical $ \_\_\_\_\_\_\_\_

Billing/Invoice Analysts $ \_\_\_\_\_\_\_\_

Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $ \_\_\_\_\_\_\_\_

Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $ \_\_\_\_\_\_\_\_

Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $ \_\_\_\_\_\_\_\_

Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $ \_\_\_\_\_\_\_\_

Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $ \_\_\_\_\_\_\_\_

On-Site response time after notification \_\_\_\_\_\_\_\_ Hours

Commencement of work after issuance of Notice to Proceed \_\_\_\_\_\_\_\_ Hours

**Contracts/purchase orders issued under this RFP must include a ceiling price that the contractor exceeds at its own risk (2 CFR 200.318(J)).**

**Section 13 – Agreement to Participate in the Florida Buy State Cooperative Purchasing Program**

1. The Awardee(s) agrees to sign membership acknowledgement form with the Florida Buy State Cooperative Purchasing and pay an administrative fee for sales and services generated from this contract. This fee is not to be added to the invoice of any entity choosing to use this agreement and will be equal to 2% of the invoice and be paid to Florida Buy State Cooperative Purchasing on a quarterly basis. The Awardee will be provided a template for reporting sales, and it will include the entity using the contract, the date of service, and the savings to the school district and other eligible users. Florida Buy State Cooperative Purchasing extends the authority for the Awardee to use the contract for eligible entities outside of Florida provided 2% administrative fee is paid.
2. The Florida Buy State Cooperative Purchasing program will promote the products and services consistent with all other entities enrolled and contracted through the program and provide information on [www.floridabuy.org](http://www.floridabuy.org) which will contain general information about the services performed along with contact information of the awardee.
3. The Awardee will provide any state, county, special district, local government, school district, private K-12 school, charter school, technical or vocational school, higher education institution, (including community colleges, colleges and universities, both public and private), other government agencies, non-profit organizations, and other eligible entities under contract to perform services on behalf of an eligible entity that is required contractually to follow state procurement regulations, with the option to purchase at the same terms, conditions, and pricing submitted with this proposal. It is further understood that Florida Buy State Cooperative Purchasing, as the awarder, hereby grants the utilization of this agreement, as permitted by applicable law, to any of the entities mentioned above.
4. The Awardee shall **sign an acknowledgement form (Attachment 4)** stating full understanding of the relationship between the Awardee and the Florida Buy State Cooperative Purchasing program.

**Section 14 – Method of Evaluation and Selection**

1. The Respondent will be evaluated by the lowest prices offered based on the standards established in the scope of work and the greatest discounts offered.
2. Responses will be weighed on the experience and references provided.
3. The Respondent will be evaluated on the capacity in which the scope of work and specifications can be performed as well as the quality and quantity of the workers who perform the work.
4. The Respondent will be evaluated based on warranty information.
5. The Respondent will be evaluated based on certifications and compliance with national standards.
6. The Respondent will be evaluated on the extent that the products and services offered can be extended statewide or in other states, where appropriate and law allows.
7. The RFP will be opened as soon as possible following the deadline. The award will be based on the aggregate on the number of points that are submitted by each independent evaluator.
8. **Handwritten responses will not be evaluated.**

**Section 15 – Florida Buy State Cooperative Purchasing Rights to Withdraw**

1. The Florida Buy State Cooperative Purchasing Program reserves the right to withdraw this RFP notwithstanding anything contained herein to the contrary; to find that any or all the Respondents are unqualified to provide the services; to reject any or all Responses, in whole or in part; to refrain from awarding any contract for services; and/or to exclude any or all Respondents from inclusion in this RFP.
2. Florida Buy State Cooperative Purchasing reserves the right to request clarification on any response to the RFP.

**Section 16 – Additional Information**

1. Florida Buy State Cooperative Purchasing reserves the right to accept modification and clarifications of the responses when determined such action would be in the best interest of Florida Buy State Cooperative Purchasing and further reserves the right to waive any non-conformity in a response.
2. Florida Buy State Cooperative Purchasing reserves the right to award multiple vendors.
3. Questions regarding the RFP should be address to **Tori Baxley** at [tori.baxley@paec.org](mailto:tori.baxley@paec.org) AND **Mickey Hudson** at [mickey.hudson@paec.org](mailto:mickey.hudson@paec.org). **The last day for questions will be September 1, 2023. In the subject line, please write: Questions regarding RFP #24-03.** Responses will be posted along with questions on the Florida Buy State Cooperative Purchasing website: [www.floridabuy.org](http://www.floridabuy.org).
4. Florida Buy State Cooperative Purchasing prohibits harassment and discrimination on a basis of race, color, religious creed, age, marital status, or veteran status, national origin, sex, ancestry, sexual orientation, or past or present physical or mental disability in accordance with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments Act of 1973, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1991, and all applicable state laws.
5. Respondents and staff will be required to comply with Florida laws (Jessica Lunsford Act under Section 1012.465, 1012.467, and 1012.468 Florida Statutes) requiring background checks for workers performing tasks on school campuses.
6. Small and minority businesses and women’s business enterprises are encouraged to participate in this solicitation.
7. Sign the **Contract Offer and Award Letter (Attachment 7)** and include it with your response. The Respondent must sign and have notarized the **Affidavit of Non-Collusion** (**Attachment 10)**.
8. **Certification regarding debarment, suspension, ineligibility, and voluntary exclusion**. Federal money may potentially be used to pay for all or part of the work under the Contract, therefore the Respondent certifies that it complies with federal requirements on debarment, suspension, ineligibility, and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. The Respondents’ certification is a material representation upon which the Contract award will be based.

**Section 17 – Proposal Format/Evaluation Criteria**

1. Respondent shall provide straightforward, concise information that satisfies the requirements noted. The following areas must be addressed specifically in any response to this proposal:
2. This RFP is intended as a basis for selection of experience and qualified Respondents to provide products and/or services falling within the scope of this RFP.
3. Respondent must provide a printed original PLUS three (3) printed copies of the proposal, each contained in a separate hard sided three-ring binder. Binders must be labeled “Original” and “Copy” and must be organized in tabbed sections as described below. In each tabbed section, Respondent must provide all requested information as applicable to the products and/or services being offered. Respondent must provide an “Electronic Copy” of the complete proposal on a flash drive, as well as the pricing sheet in a separate file in Excel format. **All required forms must be included in the electronic copy as well as the original and three (3) copies.**
4. You must submit the following for your proposal to be considered:

**Tab 1-Attachments/Required Forms**

* + Submission Acknowledgement Form
  + Attachment 1 – Proposal Checklist
  + Attachment 2 – Quality Requirement Form
  + Attachment 3 – Reference Sheet
  + Attachment 4 – Membership Acknowledgement Form
  + Attachment 5 – Pricing Sheet
  + Attachment 6 – Questionnaire
  + Attachment 7 – Contract Offer and Award Letter
  + Attachment 8 – Interlocal Agreement
  + Attachment 10 – Affidavit of Non-Collusion
  + Attachment 11 – FEMA/EDGAR Certifications
  + Attachment 12 – Deviations
  + Attachment 13 – Company Information

**Tab 2 – Business Viability, Capability, & Organization**

* + Narrative (Company’s official registered name including brief company history, ownership, organization, and year established)
  + Geographic coverage, including:
    - 1. Corporate office location
      2. Total number of employees within the company
      3. Map and/or listing of sales and/or service office locations
      4. Areas of operation
  + Describe and provide proof of your firm’s bonding capacity and its ability to supply Performance and Payment bonds if required by Consortium member districts. The proof must be from a surety insurer authorized to do business in Florida. You must provide any bonding required by the Member Districts at the time of work.
  + Organizational chart including proposed points of contact and a full-time project manager required to report to Consortium members.
  + Detailed listing of Respondent’s equipment and resources.
  + Furnish a “Certificate of Registration” that identifies the States in which Respondent is authorized to conduct business.
  + Respondent must include a MWBE/HUB/SBE summary document explaining how Respondent plans to foster small business participation in order to assist Consortium districts meet affirmative steps for inclusion of these firms when federal dollars are expended. List Respondent MWBE/HUB/SBE designation (if any) and/or proposed sub-contractor MWBE/HUB/SBE designation.

**Tab 3 – Project Approach – Disaster Recovery and Remediation Services** (if not proposing on Disaster Recovery, omit Tab 3 and skip to tab 4)

* + Respondent must provide a detailed description of the remediation services that your company provides and describe in detail how your company will provide the following:
    - 1. Stabilize and dry the air with fresh air to prevent mold and mildew.
      2. Take immediate action to remove all traces of standing water**.**
      3. Evaluate the feasibility of restoring versus replacements of items.
      4. Identify and tag all items that will be restored.
      5. Provide documentation of damaged/lost items.
      6. Pack, transport, and store salvageable items.
      7. Provide dry down methods to prevent and/or eliminate excess water.
      8. Take immediate odor-control steps.
      9. Clean, dry, and deodorize all items and surfaces.
      10. Remove all acidic smoke and soot from all surfaces.
      11. Complete water and/or fire damage restoration.
      12. Your ability to respond if multiple members are affected by a large-scale, state-wide event.

**Tab 4 – Project Experience & Capacity – Debris Monitoring** (if not proposing on Debris Monitoring, omit this tab)

* + Describe in detail, how the service will be provided based on similar experience. Respondent must supply sufficient documentation that they are well versed in all aspects of FEMA documentation, reimbursement, and project management as well as demolition and debris removal work. Describe examples of past contracts covering a range of sizes and scopes listing the client, disaster event, quantity, and type of debris monitored, service period, number of disposal sites where monitoring occurred, and other relevant explanatory or descriptive information.
  + State the size of the firm’s staff, location of office from which service is to be performed, and the number and nature of the staff to be employed in the performance of this service on a full-time basis and the number and nature of the staff to be employed on a part-time basis. Respondent must include the mobilization response time for Consortium member districts. Include your capacity to respond if multiple Consortium member districts are affected by a large-scale, state-wide event.

1. Responses must be provided in a three-ring binder or report cover using **8.5 x 11 paper** clearly identified with the name of the Respondent’s company and the solicitation name and number on both the outside front cover and vertical spine. Type set should be **Times New Roman 12pt. Handwritten responses will NOT be evaluated.** All responses should be delivered using standard carriers or hand delivered. **No electronic submissions (e-mail) will be accepted.**

1. Include a copy of the entire original RFP document that you are responding to, prior to your tabulated response. Tabs should be used to separate the proposal into sections.

**Section 18 – Cancellation for Non-Performance or Contractor Deficiency/Standard Cancellation**

1. Florida Buy State Cooperative Purchasing may terminate the agreement with the awarded Respondent/s if awardee/s have not utilized the contract, or if purchase volume is determined to be of low volume in any 12-month period. Furthermore, Florida Buy State Cooperative Purchasing reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term, or condition of the contract.
2. Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

**Attachments**

**Attachment 1**

**Florida Buy State Cooperative Purchasing Agency**

**PROPOSAL CHECKLIST**

The following items/submittals are required to be qualified as a respondent to the RFP. Respondents must submit an electronic version (flash drive) of their proposal as well as one (1) original copy, and three (3) copies by the due date and time listed in the RFP by standard mail (USPS, Fed X, UPS, or in person). Written submissions must follow the format listed in the RFP which is 12-point Times New Roman font. Handwritten responses will NOT be evaluated. **Submissions made via email will be rejected.**

Please take a moment to review the checklist and indicate WITH A MARK (√) that all the required documents have been included with your submission.

Your proposal should include the following:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_**NARRATIVE:** The Narrative should outline capabilities and experience in providing Disaster Recovery and Remediation Services, and complete information relative to and addressing the scope and specifications.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_Information regarding current licenses, registrations and certifications issued by federal, state, and local agencies.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_Liability and Worker’s Compensation Certificates

\_\_\_\_\_\_\_\_\_\_\_\_\_\_Attachment 1 - Proposal Checklist

\_\_\_\_\_\_\_\_\_\_\_\_\_\_Attachment 2 - Quality Requirement Form

\_\_\_\_\_\_\_\_\_\_\_\_\_\_Attachment 3 - Reference Sheet

\_\_\_\_\_\_\_\_\_\_\_\_\_\_Attachment 4 - Membership Acknowledgement Form

\_\_\_\_\_\_\_\_\_\_\_\_\_\_Attachment 5 - Pricing Sheet

\_\_\_\_\_\_\_\_\_\_\_\_\_\_Attachment 6 - Questionnaire

\_\_\_\_\_\_\_\_\_\_\_\_\_\_Attachment 7 - Contract Offer and Award

\_\_\_\_\_\_\_\_\_\_\_\_\_\_Attachment 8 - Interlocal Agreement

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_** Attachment 10 - Signed Non-Collusion Affidavit

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Attachment 11 - Signed EDGAR/FEMA forms

\_\_\_\_\_\_\_\_\_\_\_\_\_\_Attachment 12 - Deviations from Section 7 Specifications

\_\_\_\_\_\_\_\_\_\_\_\_\_\_Attachment 13 - Company Information Sheet

**Attachment 2**

**Florida Buy State Cooperative Purchasing Agency**

**QUALITY REQUIREMENT FORM**

Quality Requirements, or basic business requirements, are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive. Please complete the Quality Requirement form and submit it with your response. This form MUST be submitted with your response.

|  |  |  |  |
| --- | --- | --- | --- |
|  | Quality Requirements | Yes | No |
| 1 | Minimum of 5 years of experience in providing multiple options for Disaster Recovery and Remediation Services. |  |  |
| 2 | References have been provided. |  |  |
| 3 | DUNS/Bradstreet Number and Date Granted |  |  |
| 4 | Certificates of Insurance (Liability, Workers Compensation, Auto) |  |  |
| 5 | Certifications to perform the work outlined in the Scope and Specifications. |  |  |

**Attachment 3**

**Florida Buy State Cooperative Purchasing Agency**

**REFERENCE SHEET**

Respondent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Provide at least three (3) references for governmental agencies of similar size and scope. Include the name of the agency, contact name, phone number, email, length of contract, and a brief summary of the work. Also provide a description of any conflicts, which may have occurred over the last three years with these, or any other contract for similar work.**

Reference\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Description and date(s) of services provided: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Reference\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Description and date(s) of services provided: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Reference\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Description and date(s) of services provided: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Attachment 4**

**Florida Buy State Cooperative Purchasing Agency**

**MEMBERSHIP ACKNOWLEDGEMENT FORM**

I fully understand and agree that an award of the RFP requires enrollment in the Panhandle Area Educational Consortium (PAEC) Florida Buy State Cooperative Purchasing and a 2% Administrative Fee for sales generated from this contract. The fees will be paid quarterly to PAEC, along with a sales report (a template of which will be provided by PAEC) for contract management, marketing, and facilitation of this agreement. The fees will be based off the actual amount invoiced to the entity utilizing the contract and the 2% fee is not to be added to the invoice or otherwise passed to any entity choosing to use this agreement.

I fully understand that the award and contract are approved by a single governmental entity, the Washington County, Florida School District as PAEC’s fiscal agent (and lead agency), and are only available for use and benefit of all entities complying with state procurement laws and regulations (public and private schools, colleges and universities, cities, counties, non-profits, all other governmental entities and other entities contractually performing work on behalf of an eligible entity provided all state and local public procurement regulations are followed).

I also understand that the contract/agreement may be utilized for eligible entities outside of the state of Florida provided it is allowed under such state’s procurement laws and under the same terms and conditions of this agreement.

Print Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Attachment 5**

**Florida Buy State Cooperative Purchasing Agency**

**PRICING SHEET**

RFP #24-03 Disaster Recovery and Remediation/Debris Monitoring

General Comparison Worksheet

Please provide an Excel worksheet to list pricing proposals. It may be expanded to add other options/products, but the format below should remain the same. **This is for comparative analysis only**.

Debris Monitoring – Respondent shall provide information relative to providing the services outlined. Other services may be listed and priced separately. Pricing must include all direct and indirect costs including all out-of-pocket expenses. No “cost plus a percentage of cost” pricing shall be accepted by Consortium districts in accordance with federal regulations. Consortium member districts are not responsible for expenses incurred in preparing and accepted by Consortium member districts in accordance with federal regulations or submitting a proposal.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Company Name**: | | | | | | |
|  | **Disaster Recovery and Remediation Services** | **Quantity** | **Labor (leave blank if not applicable)** | **List Price** | **Contract Price** | **Percentage Discount** |
| A |  |  |  |  |  |  |
| B |  |  |  |  |  |  |
| C |  |  |  |  |  |  |
| D. |  |  |  |  |  |  |
| E. |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |

**Attachment 6**

**Florida Buy State Cooperative Purchasing Agency**

**QUESTIONNAIRE**

**Instructions**: Please complete the questionnaire below by placing your company’s answers in the correlating response column.

|  |  |  |
| --- | --- | --- |
| **Responding Company’s Name:** |  |  |
| **Instructions: For those responding to the RFP,** please respond to the questions below. | | |
| **Question** | | **Response** |
| 1. Please describe how you staff to include ratios of upper management, management, and labor. | |  |
| 1. Describe how you define each category of worker (general labor, restoration technician, supervisor, equipment operator, etc.) and how you document those designations. | |  |
| 1. How do you charge overtime?   Do you charge overtime for travel time? | |  |
| 1. Describe how you warranty any cleaning and/or repairs that you complete. | |  |
| 1. How do you bill for items that are acquired for use at a disaster/event? | |  |
| 1. Describe your lodging/per diem billing practices. | |  |
| 1. How do you track consumable supplies for billing purposes? | |  |
| 1. How do you bill for equipment used in remediation to include hand tools, items such as: moisture meters, cameras, IR equipment, and large equipment items? | |  |
| 1. Describe how transportation costs are billed and communicated to the school district. | |  |
| 1. What are the strategies that you would use to utilize as much local labor as possible? | |  |
| 1. Describe the process for determining the amount and application of any CAT fee. | |  |
| 1. Does your company have regional sites around Florida and equipped for rapid response? | |  |
| 1. Explain the process of responding to an emergency work order. | |  |
| 1. What are your payment terms? | |  |
| 1. Does your company accept payment by procurement/credit card? If so, is the member assessed a fee for purchasing with a procurement/credit card? | |  |
| 1. Does your company offer any prompt payment discounts? If so, please describe. | |  |
| 1. Does your company require a minimum order? If so, what are your minimum order requirements? If the minimum is not met, what surcharge would you assess? | |  |
| 1. Briefly explain your policy and the lead time required from a member placing an order to receipt of products/services. | |  |
| 1. Does your company assess fuel surcharges for responses? If so, what is the charge? | |  |
| 1. At times there are issues with service. Please describe your process for addressing these issues. | |  |
| 1. State your company’s process for handling FEMA work. | |  |
| 1. State your company’s process for handling dissatisfied customers. | |  |
| 1. State your company’s process for introducing new products and/or services to the list of services you offer. | |  |
| 1. Would your company consider a dedicated inside sales representative that would be familiar with the Florida Buy State Cooperative Purchasing contract/program and our membership, be empowered to handle situations as a regular sales account representative would, and be available for quick responses to member inquiries and questions? | |  |
| 1. Would your company be willing to work with each of the Florida regions on sending/mailing out printed material to members? | |  |
| 1. Please list the contracts your company currently holds that may compete directly with the Florida Buy State Cooperative Purchasing program and describe how you will position the Florida Buy State Cooperative Purchasing program versus other contracts. Will you lead with the Florida Buy State Cooperative Purchasing Contract, if awarded? Please answer yes or no.   If other contracts are available, is the Florida Buy State Cooperative Purchasing pricing the same or lower than pricing offered under your existing contracts?  If other contracts are available, please describe the process Florida Buy State Cooperative Purchasing would need to take to transition a current purchaser who requests to utilize our program/contract instead of their current contract. | |  |
| 1. How would you educate your sales representatives on the strengths of our contract?   Would sales representatives be willing to conduct on-site visits with cooperative staff to members to explain the benefits of the Florida Buy State Cooperative Purchasing Program? | |  |
| 1. Please describe your marketing plan to reach and connect with our members in Florida. Please note what touch points and connection those members have with sales representatives. | |  |
| 1. List any additional stipulations and/or requirements your company requests that are not covered in the RFP. | |  |

**Attachment 7**

**Florida Buy State Cooperative Purchasing Agency**

**CONTRACT OFFER AND AWARD LETTER**

**RFP #24-03 Disaster Recovery and Remediation Services/Debris Monitoring**

**OFFER TO BE COMPLETED BY VENDOR**

In compliance with the Request for Proposal, the undersigned warrants that I/we have examined the Instructions to Respondents and Technical Specification and being familiar with all the conditions surrounding the proposed projects, hereby offer and agree to furnish all products and professional services in compliance with all terms, conditions, specifications and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance of this proposal.

The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to the PAEC Florida Buy State Cooperative Purchasing Agency as stated in the evaluation section, will be a consideration in making the award.

This contract binds said vendor to all terms and conditions stated in the proposal and the award will be activated on the date signed by the Lead Agency of the Florida Buy State Cooperative Purchasing Program,

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

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_State: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ACCEPTANCE OF OFFER AND CONTRACT AWARD TO BE COMPLETED ONLY BY THE LEAD AGENCY OF FLORIDA BUY STATE PURCHASING COOPERATIVE**

Your RFP for contracting services is hereby accepted by the PAEC fiscal agent and District of Record, the Washington County Florida School Board on \_\_\_\_\_\_\_\_\_\_\_\_\_\_. As Offeror, you are now bound to sell the materials and services listed by the attached RFP based upon the solicitation, including all terms, conditions, specifications, amendments as set forth in the Request for Proposal. The parties intend this contract to constitute the final and complete agreement between the Agency and Offeror, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remained of this contract shall not be affected thereby. The term of the agreement will be for 3 years with the option to renew for two additional 12-month terms. After the first 12 months, the contract may be cancelled by either party upon receipt of a 30-day notice provided all client obligations created under the contract have been satisfied.

Awarding Agency: PAEC fiscal agent and District of Record, the Washington County Florida School Board

Agency Executive: Herbert J. Taylor, Superintendent: Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_

Agency Executive: John T. Selover, Executive Director, PAEC: Signature\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_

WCSB Approval \_\_\_\_\_\_\_\_\_\_\_\_\_\_

PAEC BD Approval\_\_\_\_\_\_\_\_\_\_\_\_

**Attachment 8**

**Florida Buy State Cooperative Purchasing Agency**

**RFP #24-03 Disaster Recovery and Remediation/Debris Monitoring**

**INTERLOCAL AGREEMENT**

Contracting Parties

Public Entity (“Participating Entity) County-District Number (if applicable)

Florida Buy State Cooperative Purchasing

County-District Number

This agreement is effective and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This agreement may be terminated with or without cause by either party upon (60) days prior written notice, or may also be terminated for cause at any time upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

**Statement of Services to be Performed:**

The PAEC “Florida Buy State Cooperative Purchasing” program is recognized by the Florida Legislature as a purchasing option under the new 2016 law, FS. 1010.04 (1)(b), requiring the use of “state term contracts” (DMS) for purchases of non-instructional products or services. It also states “Each district school board may also use the cooperative state purchasing programs managed through regional consortium service organizations pursuant to their authority under FS. 1001.451 (3).

**Role of Florida Buy State Cooperative Purchasing:**

1. Provide for the organizational and administrative structure of cooperative contracts.

2. Provide staff with the time necessary for efficient operation of cooperative contracts.

3. Receive quantity requests from entities and prepare an appropriate tally of quantities.

4. Initiate and implement activities related to the solicitating and vendor selection process.

5. Provide Participating Entity access to cooperative contracts with procedures for ordering, delivery,

and billing.

6. Fully comply with all applicable state rules and regulations related to competitive procurement and

cooperative purchasing in the State of Florida.

**Role of the Participating Entity:**

1. Commitment to participate in the program as indicated by an authorized signature in the appropriate

space below.

2. Designate a contact person.

3. Commit to purchase products and services that become part of the official products and services

list when it is in the best interest of the Participating Entity4. Prepare purchase orders issued to the appropriate vendor from the official award list provided by

Florida Buy State Cooperative Purchasing.

5. Issue any and all supplemental contracts, purchase orders, or other applicable authorizations for purchases (Purchase Orders). This agreement, however, does not obligate the Participating Entity to purchase any commodities and/or services under any Florida Buy State Cooperative Purchasing contract.

6. Accept shipments of products ordered from vendors in accordance with standard purchasing

procedures.

7. Pay vendors in a timely manner for all goods and services received.

**General Provisions**

1. The parties agree to comply fully with all applicable federal statutes, rules, and regulations in connection with the cooperative contracts contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

2. It is the sole responsibility of each Participating Entity to follow their state procurement statutes as it pertains to cooperative purchasing, or joint power agreements, with in-state or out-of-state public agencies.

3. This Agreement shall be governed by the law of the State of Florid and venue shall be in the county

in which the administrative offices of Florida Buy State Cooperative Purchasing are located, which is Washington County, Florida.

4. If any term(s) or provisions of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

5. Before any party may resort to litigation, any claims, disputes, or other matters in questions between

the Parties to this Agreement shall be submitted to nonbinding mediation.

6. No party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of this agreement being executed or the performance of the functions and obligations describe herein.

7. This Agreement incorporates all agreements, covenants and understandings between the parties concerning subject matter in the Agreement. No prior agreement of understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this agreement.

8. Florida Buy State Cooperative Purchasing makes the contract available to the Participating Entity “as is” and is under no obligation to revise the terms, conditions, scope, prices, and/or any other requirements of the contract for the benefit of the Participating Entity.

9. Florida Buy State Cooperative Purchasing may amend this Agreement, provided that written notice is given to the Participating Entity no less than 60 days prior to the date that the change will take effect.

10. All forms of written notice, under this agreement, shall be made by first class mail, postage prepaid

and delivered to the parties of the agreement.

11. Participating Entity agrees to cooperate in compliance with any reasonable request for information and/or records made by Florida Buy State Cooperative Purchasing. Breach of this provision may be grounds for termination after 10 days’ written notice to the participating entity.

**Authorization**

By execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

**Participating Entity**   **Florida Buy State Cooperative Purchasing**

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Authorized Signature Authorized Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title Title

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Contact Contact

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Title of Contact Title of Contact

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Street Address Street Address

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City, State Zip City, State Zip

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Email Address Email Address

**Attachment 9a**

**Florida Buy State Cooperative Purchasing**

**EVALUATION MATRIX FOR DISASTER RECOVERY AND REMEDIATION ONLY**

**RFP #24-03 Disaster Recovery and Remediation Services/Debris Monitoring**

**Informational Only**

**INSTRUCTIONS FOR EVALUATORS:** Florida Buy State Cooperative Purchasing has assigned each evaluation criterion a specific number of points. The questions under each evaluated area help measure the quality of the Respondent’s response. Do not assign points to individual questions: instead, award a total score for each evaluation criterion. Make a brief comment and give the initial score of the proposal evaluation worksheet.

**CONFLICT OF INTEREST**: Each evaluator must review the list of offerors submitting proposals and determine if they or any immediate family members have a conflict of interest with regard to a Respondent.   By signature on a proposal evaluation worksheet, evaluator is confirming no conflict of interest exists with the offeror being evaluated.

**RATING SCALE FOR ASSESSING OFFEROR RESPONSES:**Florida Buy State Cooperative Purchasing intends this rating scale to establish guidelines within that range to ensure members of the RFP evaluation committee perform their evaluation with consistency. Evaluators may assign any value for a given criteria from 0 to the maximum number of points. A zero value typically constitutes no response or an inability of the Respondent to meet the criterion. In contrast, the maximum value should constitute a high standard of meeting the criterion.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Evaluation Criteria** | **Points** | **Vendor A** | **Vendor B** | **Comments** |
| All forms and required documentation and overall completeness of proposal: This includes demonstrated ability to meet the small and minority businesses, women’s business enterprises, and labor surplus area firm participation, or a documented “good faith effort”. | | **Pass/Fail** | **Pass/Fail** |  |
| * 1. **Business Viability, Capability, & Organization (Tab 2)** | **20 Points** |  |  |  |
| The Respondent has provided all evidence of business viability, capability, and organization as outlined in Tab 2. | **0-20** |  |  |  |
| * 1. **Project Approach (Tab 3)** | **20 Points** |  |  |  |
| The Respondent has provided evidence of remediation services that they provide to satisfy the scope/statement of work. | **0-20** |  |  |  |
| * 1. **Qualifications and Experience** | **20 Points** |  |  |  |
| The Respondent has provided evidence of at least three references willing to offer comments relative to the experience of working with the company or individual. | **0-5** |  |  |  |
| The Respondent has provided evidence of at least 5 years of experience in working with public entities to provide disaster recovery and remediation services. | **0-5** |  |  |  |
| The Respondent has supplied sufficient documentation that they are well versed in all aspects of FEMA documentation, reimbursement, and project management. | **0-10** |  |  |  |
| * 1. **Services and Rates** | **40 Points** |  |  |  |
| The Respondent has provided all pricing requirements as described in Section 11. | **0-20** |  |  |  |
| The relative ranking of this Respondent’s pricing compared to other RFP submissions based on information provided on Attachment 5 and Section 11. | **0-20** |  |  |  |
| **TOTAL** | **100 Points Possible** |  |  |  |
|  |  |  |  |  |

**Attachment 9b**

**Florida Buy State Cooperative Purchasing**

**EVALUATION MATRIX FOR DEBRIS MONITORING ONLY**

**RFP #24-03 Disaster Recovery and Remediation Services**

**Informational Only**

**INSTRUCTIONS FOR EVALUATORS:** Florida Buy State Cooperative Purchasing has assigned each evaluation criterion a specific number of points. The questions under each evaluated area help measure the quality of the Respondent’s response. Do not assign points to individual questions: instead, award a total score for each evaluation criterion. Make a brief comment and give the initial score of the proposal evaluation worksheet.

**CONFLICT OF INTEREST**: Each evaluator must review the list of offerors submitting proposals and determine if they or any immediate family members have a conflict of interest with regard to a Respondent.   By signature on a proposal evaluation worksheet, evaluator is confirming no conflict of interest exists with the offeror being evaluated.

**RATING SCALE FOR ASSESSING OFFEROR RESPONSES:**Florida Buy State Cooperative Purchasing intends this rating scale to establish guidelines within that range to ensure members of the RFP evaluation committee perform their evaluation with consistency. Evaluators may assign any value for a given criteria from 0 to the maximum number of points. A zero value typically constitutes no response or an inability of the Respondent to meet the criterion. In contrast, the maximum value should constitute a high standard of meeting the criterion.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Evaluation Criteria** | **Points** | **Vendor A** | **Vendor B** | **Comments** |
| All forms and required documentation and overall completeness of proposal: This includes demonstrated ability to meet the small and minority businesses, women’s business enterprises, and labor surplus area firm participation, or a documented “good faith effort”. | | **Pass/Fail** | **Pass/Fail** |  |
| * 1. **Business Viability, Capability, and Organization (Tab 2)** | **20 Points** |  |  |  |
| The Respondent has provided all evidence of business viability, capability, and organization as outlined in Tab 2. | **0-20** |  |  |  |
| * 1. **Capacity to Respond to Major and Catastrophic Disasters** | **20 Points** |  |  |  |
| The Respondent has provided evidence that the response time is 12-24 hours after an event has occurred. | **0-20** |  |  |  |
| * 1. **Qualifications and Experience** | **20 Points** |  |  |  |
| The Respondent has provided evidence of at least three references willing to offer comments relative to the experience of working with the company or individual. | **0-5** |  |  |  |
| The Respondent has provided evidence of at least 5 years of experience in working with public entities to provide debris removal. | **0-5** |  |  |  |
| The Respondent has supplied sufficient documentation that they are well versed in all aspects of FEMA documentation, reimbursement, and project management as well as documentation of past contracts covering a range of sizes, scopes, disaster event, quantity and type of debris monitored, service period, number of sites where monitoring occurred, and other relevant explanatory information. | **0-5** |  |  |  |
| * 1. **Services and Rates** | **40 Points** |  |  |  |
| The Respondent has provided all pricing requirements as described in Section 12. | **0-20** |  |  |  |
| The relative ranking of this Respondent’s pricing compared to other RFP submissions based on information provided on Attachment 5 and Section 12. | **0-20** |  |  |  |
| **TOTAL** | **100 Points Possible** |  |  |  |
|  |  |  |  |  |

**Attachment 10**

**Florida Buy State Cooperative Purchasing Agency**

**AFFIDAVIT OF NON-COLLUSION**

**Instructions:** This form must be signed by the business’s authorized representative and notarized below

The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing Request for Proposal (RFP) (such persons, business and corporations hereinafter being referred to as the Respondent), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other respondents, or with any official of the ***Florida Buy State Cooperative Purchasing Agency***, or any employee thereof, or any person, business or corporation under contract with ***Florida Buy*** whereby the respondent, in order to induce the acceptance of the foregoing RFP by the ***Florida Buy State Cooperative Purchasing Agency***, has paid, or is to pay to any other respondent, or to any of the aforementioned persons, anything of value whatever, and that the bidder has not, directly nor indirectly entered into any arrangement, or agreement, with any other respondent/s which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing RFP .

1. **This is to certify that the respondent, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.**
2. **This is to certify that neither I, nor to the best of my knowledge, information and belief, the respondent, nor any officer, director, partner, member or associate of the respondent, nor any of its employees directly involved in obtaining contracts with *Florida Buy State Cooperative Purchasing*, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.**
3. **This is to certify that the respondent, or any person on his behalf has examined and understands the terms, conditions, scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the RFP submittal.**
4. **This is to certify that if awarded a contract, the respondent will provide the products, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, scope of work and specifications and other documents of this solicitation in the following pages of this RFP.**
5. **This is to certify that the respondent is authorized by the manufacturer(s) to sell all proposed products on a statewide basis.**
6. **This is to certify that we have completed, reviewed, approved, and have included all information that is required of these RFP forms.**

|  |  |
| --- | --- |
| Authorized Representative (Please print or type) | Mailing Address |
| Title (Please print or type) | City, State, Zip |
| Signature of Authorized Representative | Date |

Subscribed and sworn to before me this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_

Notary Public in and for County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

My Commission Expires on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# **Attachment 11**

**Florida Buy State Cooperative Purchasing Agency**

**FEMA Certifications**

**Uniform Guidance "EDGAR" Certification 2 CFR Part 200**

Federal Contract Required Clauses and Other FEMA Special Terms and Conditions

The activation of any Contract resulting from this RFP will be subject to FEMA reimbursement. Therefore, the following contract clauses will be required, where applicable, pursuant to 2 CFR 200.326 and 2 CFR Part 200, Appendix II, and shall, where applicable, form a part of any contract resulting from this RFP:

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the "Uniform Guidance" or new "EDGAR". All vendors submitting proposals must complete this EDGAR Certification form regarding the vendor's willingness and ability to comply with certain requirements which may be applicable to specific agency purchases using federal grant funds. For each of the items below, the Vendor will certify its agreement and ability to comply, where applicable, by having the vendor's authorized representative check and initial the applicable boxes and sign the acknowledgement at the end of this form. If a vendor fails to complete any item of this form, Florida Buy State Cooperative Purchasing will consider and may list the response, as the vendors is unable to comply. A "No" response to any of the items below may impact the ability of a purchasing agency to purchase from the vendor using federal funds.

## **Violation of Contract Terms and Conditions**

Provisions regarding vendor default are included in Florida Buy State Cooperative Purchasing’s terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the vendor and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as Florida Buy State Cooperative Purchasing's terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

Yes, I agree \_\_\_\_\_\_\_\_\_\_ No, I disagree \_\_\_\_\_\_\_\_\_\_\_ Initials \_\_\_\_\_\_\_\_\_\_\_

## **Termination for Cause of Convenience**

For a participating agency purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the vendor. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay vendor for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the vendor's return policy. If the participating agency has paid the vendor for goods and services not year provided as the date or termination, vendor shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency's purchase for cause and convenience, including the manner by which it will be affected and the basis for settlement, is in the participating agency's purchase order, ancillary agreement or construction contract agreed to by the vendor, the participating agency's provision shall control.

Yes, I agree \_\_\_\_\_\_\_\_\_\_ No, I disagree \_\_\_\_\_\_\_\_\_\_\_ Initials \_\_\_\_\_\_\_\_\_\_\_

## **Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to 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 equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" In 41 CFR Part 60-1.3 and vendor agrees that it shall comply with such provision.

Yes, I agree \_\_\_\_\_\_\_\_\_\_ No, I disagree \_\_\_\_\_\_\_\_\_\_\_ Initials \_\_\_\_\_\_\_\_\_\_\_

## **Davis Bacon Act and Copeland “Anti-Kickback”**

When required by Federal program legislation, vendor agrees that, for all participating agency construction contracts/purchases in excess of $2,000, vendor shall comply with the Davis-Bacon Act (40 USC 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, vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. In addition, vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov.](http://www.wdol.gov/) Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the vendor is conditioned upon vendor's acceptance of wage determination.

Vendor further agrees that is shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), 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 construction completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Yes, I agree \_\_\_\_\_\_\_\_\_\_ No, I disagree \_\_\_\_\_\_\_\_\_\_\_ Initials \_\_\_\_\_\_\_\_\_\_\_

## **Contract Work Hours and Safety Standards Act**

Where applicable, for all participating agency purchases in excess of $100,000 that involve the employment of mechanics or laborers, vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, vendor is required to compute the wages of every mechanic and laborer based on 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 the 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Yes, I agree \_\_\_\_\_\_\_\_\_\_ No, I disagree \_\_\_\_\_\_\_\_\_\_\_ Initials \_\_\_\_\_\_\_\_\_\_\_

## **Right to Inventions Made Under a Contract or Agreement**

If the participating agency's 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 or experiments, developmental or research work under the "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.

Yes, I agree \_\_\_\_\_\_\_\_\_\_ No, I disagree \_\_\_\_\_\_\_\_\_\_\_ Initials \_\_\_\_\_\_\_\_\_\_\_

## **Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended, contracts and sub grants 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 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Yes, I agree \_\_\_\_\_\_\_\_\_\_ No, I disagree \_\_\_\_\_\_\_\_\_\_\_ Initials \_\_\_\_\_\_\_\_\_\_\_

## **Energy Efficiency and Conservation**

If applicable to the work and services performed by contractor under the parties’ Agreement, contractor shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 USC 6201).

Yes, I agree \_\_\_\_\_\_\_\_\_\_ No, I disagree \_\_\_\_\_\_\_\_\_\_\_ Initials \_\_\_\_\_\_\_\_\_\_\_

## **Debarment and Suspension**

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with 0MB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p.

189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that the vendor is not current listed and further agrees to immediately notify Florida Buy State Cooperative Purchasing and all participating agencies with pending purchases or seeking to purchase from the vendor if vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under stat statutory or regulatory authority other than Executive Order 12549.

Yes, I agree \_\_\_\_\_\_\_\_\_\_ No, I disagree \_\_\_\_\_\_\_\_\_\_\_ Initials \_\_\_\_\_\_\_\_\_\_\_

## **Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment (31 USC 1352), vendors that apply or bid 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 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tear up to the non-Federal award.

Yes, I agree \_\_\_\_\_\_\_\_\_\_ No, I disagree \_\_\_\_\_\_\_\_\_\_\_ Initials \_\_\_\_\_\_\_\_\_\_\_

## **Procurement of Recovered Materials**

For participating agency purchases utilizing Federal funds, vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require confirming estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (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 the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recover, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Yes, I agree \_\_\_\_\_\_\_\_\_\_ No, I disagree \_\_\_\_\_\_\_\_\_\_\_ Initials \_\_\_\_\_\_\_\_\_\_\_

## **Agreements with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms**

Should the Contractor subcontract any of the work under this Agreement, contractor shall take the following affirmative steps: place qualified small and minority businesses and women’s business enterprises on solicitation lists; assure that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women’s enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Yes, I agree \_\_\_\_\_\_\_\_\_\_ No, I disagree \_\_\_\_\_\_\_\_\_\_\_ Initials \_\_\_\_\_\_\_\_\_\_\_

## **Access to Records**

Contractor agrees to provide Government, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative’s access to any books, documents, papers, and records of the contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Contractor agrees to provide the FEMA Administrator or his authorized representatives’ access to construction or other work sites pertaining to the work being completed under the contract.

Yes, I agree \_\_\_\_\_\_\_\_\_\_ No, I disagree \_\_\_\_\_\_\_\_\_\_\_ Initials \_\_\_\_\_\_\_\_\_\_\_

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

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

Yes, I agree \_\_\_\_\_\_\_\_\_\_ No, I disagree \_\_\_\_\_\_\_\_\_\_\_ Initials \_\_\_\_\_\_\_\_\_\_\_

## **No Obligation by Federal Government**

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to Government, Contractor, or any other party pertaining to any matter resulting from the contract

Yes, I agree \_\_\_\_\_\_\_\_\_\_ No, I disagree \_\_\_\_\_\_\_\_\_\_\_ Initials \_\_\_\_\_\_\_\_\_\_\_

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

Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

Yes, I agree \_\_\_\_\_\_\_\_\_\_ No, I disagree \_\_\_\_\_\_\_\_\_\_\_ Initials \_\_\_\_\_\_\_\_\_\_\_

## **Bonding Requirements**

In accordance with 2 CFR 200.325, for construction or facility improvement contracts or subcontracts exceeding the federal Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of PAEC member districts provided that the Federal awarding agency or pass-through entity has mad a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.

A payment bond on the part of the contractor of 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Yes, I agree \_\_\_\_\_\_\_\_\_\_ No, I disagree \_\_\_\_\_\_\_\_\_\_\_ Initials \_\_\_\_\_\_\_\_\_\_\_

## **Profit as a Separate Element of Price**

For purchases using federal funds in excess of $150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFRR 200.323(b). When required by a participating agency, vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, vendor agrees that the total price, including profit, charged by the vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the vendors contract with Florida Buy State Cooperative Purchasing.

Yes, I agree \_\_\_\_\_\_\_\_\_\_ No, I disagree \_\_\_\_\_\_\_\_\_\_\_ Initials \_\_\_\_\_\_\_\_\_\_\_

## **General Compliance with Participating Agencies**

In addition to the foregoing specific requirements, vendor agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements.

Yes, I agree \_\_\_\_\_\_\_\_\_\_ No, I disagree \_\_\_\_\_\_\_\_\_\_\_ Initials \_\_\_\_\_\_\_\_\_\_\_

By signing below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Name of Company

Printed Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorized Personnel

**Attachment 12**

**Florida Buy State Cooperative Purchasing Agency**

**DEVIATIONS FROM SECTION 7 (Specifications)**

Please provide and explanation for items marked “Deviate” from the specifications table listed between A.1 and A.11 in Section 7.



**Instructions:**

1. If “no” is marked with an “X” below, complete this form by signing it at the bottom.
2. If “yes” is marked with an “X” below, insert answers into the form shown below, providing narrative explanations of deviations. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the responder’s name and identifying information as to which item the response refers must appear on each page.
4. Deviations to local, state, or federal laws cannot be accepted under this RFP.

|  |  |
| --- | --- |
|  | **No**, this responder does not have deviations (exceptions or alternates) to the specifications listed between A.1 and A.11 in Section 7 |
|  | **Yes**, this responder has the following deviations to the specifications listed between A.1 and A.19 in Section 11 |

|  |  |
| --- | --- |
| **Specification (describe)** | **Details of Deviation** |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Attachment 13**

**Florida Buy State Cooperative Purchasing Agency**

**COMPANY INFORMATION**

Please provide updated information for our Florida Buy website. Please include all information you would like to show up on the webpage for your contract. The more information you give, the better.

|  |  |
| --- | --- |
| **Company Information** |  |
| Name |  |
| Logo | (Weblink or send jpg as attachment) |
| Homepage URL |  |
| Company Email |  |
| Company Phone |  |
| Company Fax |  |
| Company Address |  |
| Company Overview |  |
| Contract Benefits |  |
| How to Order |  |
| FAQ |  |
| Contact #1 |  |
| Name |  |
| Title |  |
| Phone |  |
| Email |  |
| Contact #2 |  |
| Name |  |
| Title |  |
| Phone |  |
| Email |  |
| Other information |  |
| DUNS Number |  |

**PAEC Board of Directors**

**Participating Districts**

|  |  |  |  |
| --- | --- | --- | --- |
| District | Title | Name | Signature |
| Calhoun | Superintendent | Darryl Taylor Jr. |  |
| FAMU DRS | Superintendent | Micheal Johnson |  |
| Franklin | Superintendent | Steve Lanier |  |
| Gadsden | Superintendent | Elijah Key |  |
| Gulf | Superintendent | Jim Norton |  |
| Holmes | Superintendent | Buddy Brown |  |
| Jackson | Superintendent | Steve Benton |  |
| Jefferson | Superintendent | Eydie Tricquet |  |
| Liberty | Superintendent | Kyle Peddie |  |
| Madison | Superintendent | Shirley Joseph |  |
| Taylor | Superintendent | Alicia Beshears |  |
| Wakulla | Superintendent | Robbert Pearce |  |
| Walton | Superintendent | Russell Hughes |  |
| Washington | Chairman of the Board, Superintendent | Joe Taylor |  |