

Request for Proposals

**RFP No. __19-002__, DISASTER MANAGEMENT FINANCIAL RECOVERY
ASSISTANCE**

**Palm Bay Education Group, Inc.
1104 Balboa Avenue
Panama City, Florida 32401**

CONTACT

____ Carla Lovett ____
____ Executive Director, Palm Bay Education Group ____
____ carla.lovett@palmbayprep.org ____

**PROPOSALS WILL BE RECEIVED UNTIL FRIDAY, FEBRUARY 8, 2019
AT 4:00 PM CT**

CUT ALONG THE OUTER BORDER AND AFFIX THE LABEL TO YOUR SEALED PROPOSAL ENVELOPE TO IDENTIFY IT AS A "SEALED PROPOSAL". NEITHER FAXED NOR ELECTRONICALLY SUBMITTED PROPOSALS WILL BE ACCEPTED. BE SURE TO INCLUDE THE NAME OF THE COMPANY SUBMITTING THE PROPOSAL WHERE REQUESTED.

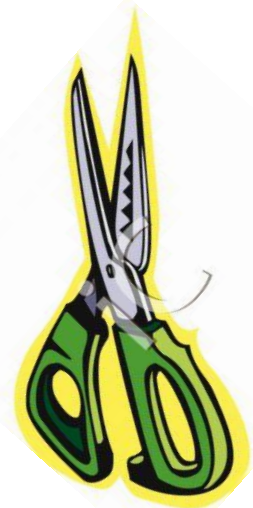
DELIVER TO: Palm Bay Education Group, Inc.
1104 Balboa Avenue
Panama City, Florida 32401

SEALED PROPOSAL DO NOT OPEN

RFP TITLE: **19-002, Disaster Management Financial Recovery Assistance**

DUE DATE/TIME: _____, 2019 @ _____ PM CT

SUBMITTED BY: _____
NAME OF COMPANY



**PALM BAY EDUCATION GROUP, INC.
REQUEST FOR PROPOSAL
SPECIAL CONDITIONS**

1.0 INTRODUCTION

Palm Bay Education Group, Inc. (hereinafter referred to as “Palm Bay”) is requesting proposals from qualified firms for financial recovery, and consulting services to support the oversight, management and administration of post-disaster grant funding. Palm Bay shall have the ability to determine which tasks the awarded vendor will be assigned. Consequently, the overall cost of any agreement resulting from this solicitation is subject to Palm Bay’s desired level and length of the awarded vendor’s service.

2.0 INSTRUCTIONS FOR RFP SUBMITTAL

- 2.1 All proposals must be received no later than, February 8, 2019 @ 4:00 PM CT and must be delivered to:

Palm Bay Education Group, Inc.
ATTN: Carla Lovett
1104 Balboa Avenue
Panama City, Florida 32401

If a proposal is transmitted by US mail or other delivery medium, the proposer will be responsible for its timely delivery to the address indicated

- 2.2 Any proposal received after the stated date and time, **WILL NOT** be considered.
- 2.3 One (1) manually signed original proposal and six (6) photocopies of the proposal must be sealed in one package and clearly labeled “RFP #19-002 Disaster Management Financial Recovery Assistance” on the outside of the package. The legal name, address, proposer’s contact person and telephone number must also be clearly noted on the outside of the package.
- 2.4 Failure to submit one original proposal with a manual signature may result in rejection of the bid.
- 2.5 All proposals must be signed by an officer or employee having the authority to legally bind the proposer.
- 2.6 Any corrections must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction.
- 2.7 Proposers should become familiar with any local conditions that may, in any manner, affect the services required. The proposer(s) are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be

performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.

- 2.8 Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole discretion of Palm Bay.
- 2.9 Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer for a period of 90 days, to provide Palm Bay with the services specified in the proposal.
- 2.10 Pursuant to Florida Statute, it is the practice of Palm Bay to make available for public inspection and copying any information received in response to an Invitation to Bid or Request for Proposal (RFP). No action on the part of the respondent to a Bid or RFP will create an obligation of confidentiality on the part of Palm Bay, including but not limited to, making a reference in the response to the trade secret statutes. It is recommended that potential suppliers exclude from their response any information that, in their judgment may be considered a trade secret.
- 2.11 When a school is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal or reply is by a vendor whose principal place of business is in a state or political subdivision which grants a preference by that state or political subdivision, then the school shall award an equal preference to the lowest responsible and responsive vendor having a principal place of business within Florida. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state, and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in the State of Florida shall be five (5) percent. F.S. 287.084(1)(a).

A vendor whose principal place of business is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. F.S. 287.084(2).

3.0 **AWARD**

- 3.1 Palm Bay reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a re-submittal or other information to evaluate any or all proposals.
- 3.2 Palm Bay reserves the right to require proposer(s) to submit evidence of qualifications or any other information Palm Bay may deem necessary, including audited and unaudited financial statements.
- 3.3 Palm Bay reserves the right, prior to Palm Bay's approval, to withdraw the RFP or portions thereof, without penalty.

- 3.4 Palm Bay reserves the right to: (1) accept the proposal of any firm to be in the best interest of Palm Bay and (2) to reject any and/or all proposals.
- 3.5 Palm Bay reserves the right to conduct interviews with any of the proposers and to require a formal presentation by any of the proposers.
- 3.6 It is the intent of Palm Bay to award this RFP to one or more sources, as determined to be in the best interest of Palm Bay.
- 3.7 The RFP award will be made based on funds availability and will be at the sole discretion of Palm Bay.

4.0 **TIME SCHEDULE**

- 4.1 Palm Bay will attempt to use the following schedule, however, makes no guarantee that the schedule will be achieved.

RFP Release	Friday, February. 1, 2019 @ 4 pm
All written inquiries/questions due	Wednesday, February 6 @ 12 pm
Palm Bay response to written inquiries/questions	Thursday, February. 7 @ 10 am
Proposals Due	Friday, February 8 @ 4 pm
Proposals Opened	Friday, February. 8 @ 4:30 pm
Committee Meeting – Recommendation	Monday, February 11 @12 pm
Board Approval	Monday, February 11 @ 5 pm

- 4.2 Palm Bay will not be under any requirements to complete the evaluation by a specific date and reserves the right to suspend or postpone the evaluation process should the need arise due to budget constraints, time constraints or other factors as directed by its Board.

5.0 **CONTRACT/RENEWAL**

- 5.1 The term of this contract shall be from February 15, 2019 to February 15, 2020 and may by mutual agreement between Palm Bay and the awarded vendor(s) be renewable for up to three (3) additional one (1) year periods.
- 5.2 Failure on the part of the Contractor to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Contractor fails to perform any aspect of the responsibilities described herein, Palm Bay shall provide written notification stating any and all items of non-compliance. The Contractor shall then have seven (7) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action, as approved by Palm Bay, has not been taken within the seven (7) consecutive calendar days, the Contract Agreement may be terminated by Palm Bay for cause, upon giving seven (7) consecutive calendar days written notice to the Consultant.

In addition to the above, Palm Bay may terminate the Contract Agreement at any time, without cause, upon thirty (30) days written notice to the Contractor.

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

6.0 **RFP INQUIRIES/NOTICES**

- 6.1 In order to maintain a fair and impartial competitive process, Palm Bay staff or Board members will not communicate with prospective vendors regarding this RFP after the release date. All questions and inquiries must be submitted via email no later than Wednesday, February 6, 2019 @ 12:00 PM to carla.lovett@palmbayprep.org.

Communication via email as stated above is the only means prospective bidders may contact Palm Bay regarding this solicitation. Violation of this section is grounds for automatic disqualification of a prospective bidder's submittal.

Palm Bay will not respond to questions and inquiries submitted after the deadline stated above.

All questions will be answered via email no later than Thursday, February 7, 2019 @ 10:00 AM.

- 6.2 Copies of addendum will be made available for inspection at Palm Bay's offices where bid documents will be kept on file.
- 6.3 No Addendum will be issued later than Thursday, February 7, 2019 @ 12:00 PM, except an addendum withdrawing the RFP or one which includes postponement of the date for receipt of proposals or one containing the questions and answers.
- 6.4 All notices relative to this RFP, including but not limited to initial release, addendums, letters of intent and awards will be posted on the Palm Bay Prep Academy (palmbayprep.org), Palm Bay Elementary School (palmbayelementary.org) and Central High School (baycentralhs.org) websites.

7.0 **SCOPE OF SERVICES**

- 7.1 Palm Bay is requesting proposals from qualified firms for financial recovery, and consulting services to support the oversight, management and administration of post-disaster grant funding through the Federal Emergency Management Agency (FEMA) and to ensure full compliance with all Federal, State and Local laws in order to limit any subsequent audits and reviews.

As such, contractor should be capable of providing a range of related services including but not limited to grant writing, grant application development, benefit cost analysis, regulatory coordination, project monitoring, reimbursement

services, payment reconciliation, financial management services and other services as needed and ordered by Palm Bay.

- 7.2 The contractor will strictly adhere to 2 CFR 200 procurement rules. This includes adhering to the strictest provisions of Federal, State and Local procurement rules, regulations and/or ordinances.
- 7.3 The contractor shall ensure all processes comply with laws, regulations, and guidelines to maximize reimbursement for eligible disaster expenditures and to minimize timing for reimbursement.
- 7.4 The contractor shall ensure Palm Bay has sufficient documentation to respond to Office of Inspector General audits and reviews.
- 7.5 The contractor should provide only Direct Administrative Costs (DAC) eligible activities unless otherwise requested by Palm Bay. If Palm Bay requests a non-DAC eligible item, the contractor must inform Palm Bay that such activities are non-reimbursable by FEMA.
- 7.6 Services may include but shall not be limited to:
 - 1) Activities carried out to identify and generate a list of damaged sites for a specific project;
 - 2) Activities to discuss the need for immediate funding and collect supporting documentation for a specific project;
 - 3) Activities to collect damage data, invoices, estimates and support documentation related to a specific project;
 - 4) Activities carried out to evaluate the impact of hazard mitigation measures, insurance coverage, historic preservation, environmental impact, and flood risk for a specific site or project;
 - 5) Activities to review or support the compliance of the project with Public Assistance financial requirements for a specific project;
 - 6) Activities related to visiting, surveying, and assessing sites for a specific project;
 - 7) Activities related to developing the detailed site-specific damage description component of a specific project worksheet;
 - 8) Activities related to developing the scope of work component for a specific project worksheet;
 - 9) Activities related to justifying and developing an alternate project plan and/or additional activities directly related to a specific improved project request;
 - 10) Activities related to developing, requesting, transmitting, and processing documents to request all or a portion of the allocated project award amount for a specific project;
 - 11) Activities to assist the grantee with assembling, transmitting, and developing final actual costs for grant closure related to a specific project;
 - 12) Activities to respond to grant review, inspection, or closure document requests from the grantee for a specific project;
 - 13) Activities to adjust or estimate cost over/under runs for the purpose of project closeout for a specific project;

- 14) Activities to support the development of a new version of the current project worksheet for the purpose of adjusting the project amount for a specific project;
- 15) Activities related to the close-out process of a specific project worksheet.

7.7 The contractor shall provide bi-weekly progress reports to Palm Bay.

7.8 The Project Director/Contract Manager shall be Carla Lovett, Executive Director. The contracting agency shall be the PALM BAY EDUCATION GROUP, INC., 1104 Balboa Avenue, Panama City, Florida 32401.

8.0 **MINIMUM REQUIREMENTS**

8.1 Provide a cover letter, not to exceed two (2) pages, containing the following:

- 1) Contractor's name, primary contact name, business address, phone number, fax number and email address;
- 2) Name and title of the individual with responsibility for the response and to whom matters regarding this RFP should be directed;
- 3) A brief statement of the contractor's understanding of the services required including:
 - a. a working knowledge of all FEMA Public Assistance program regulations and policies;
 - b. a working knowledge of Direct Administrative Cost funding for program sustainability in accordance with FEMA rules, regulations and polices;
- 4) Such other information as the contractor deems appropriate.

9.0 **PROPOSAL FORMAT AND EVALUATION CRITERIA**

In order to maintain comparability and enhance the review process, it is required that proposals be organized in the manner specified below. Include all information in your proposal. Proposers are encouraged to provide tab separations for each item. Proposals received which do not contain all items listed in this section will be considered non-responsive.

- 1) **RFP COVER SHEET**: Required response form (Page 1 of RFP) with all required information completed and all signatures as specified.
- 2) **DEBARMENT FORM**
- 3) **DRUG FREE WORKPLACE CERTIFICATION**
- 4) **INSURANCE COVERAGE**: Insurance certificates evidencing coverage as specified in section 12.0 or a signed statement indication that coverage meeting the required will be obtained prior to commencement of any work under this RFP.
- 5) **MINIMUM REQUIREMENTS**: Cover letter confirming that all minimum requirements have been met.

6) QUALIFICATIONS AND EXPERIENCE OF THE FIRM

Provide a description and history of the firm's previous governmental experience relating to post disaster grant management and administration. Only past experience under direct contract with governments will be considered. Firm qualifications must include at a minimum the following:

- a) Recent experience, demonstrating both current and past expertise in various post-disaster grant management and administration projects. Such expertise should demonstrate an ability to simultaneously manage grant funding sources including FEMA and other grant funding programs.
- b) Provide three (3) references for whom services similar to those requested have been performed by your firm over the last five (5) years. Include the name of the organization, title/position of reference, address, phone number and email address.
- c) Documented knowledge of State and Federal funding programs and reimbursement processes.
- d) Current knowledge of training/orientation of FEMA sponsored programs related to cost recovery.
- e) Provide a history of any litigation within the past five (5) years as it relates to the scope of services in this solicitation.
- f) Such other information that the contractor deems appropriate.

7) QUALIFICATIONS OF STAFF

Provide an organizational chart, resumes, and summary of staff qualifications. Key project staff must demonstrate experience in the following:

- a) Recent experience, demonstrating both current and past expertise in various post-disaster grant management projects.
- b) Documented knowledge and experience of Federal, State and Local funding sources and reimbursement processes.
- c) Such other information that the contractor deems appropriate.

8) TECHNICAL APPROACH

Provide a description of the proposed approach to the project including procedures, methodologies, resources and systems involved in the startup, application and closeout of requested services.

Provide approach to implementing cost controls, project reporting procedures and other elements that provide value added service.

Confirm that responding firm has the necessary systems and processes in place to provide the level of detail required by FEMA to obtain reimbursement for grant management fees.

Such other information that the contractor deems appropriate.

9) RFP PRICING – ATTACHMENT A RATE SHEET

Provide a listing of required personnel on the Rate Sheet provided in Attachment A and include:

- a) Job Title
- b) Job Description
- c) Minimum Qualification Criteria for Each Job Title
- d) Hourly Billable Rate

If additional space is required contractor may submit additional copies of Attachment A.

All additional expenses will be billed at actual cost to Palm Bay with no markup. An index may be identified and agreed upon by Palm Bay and the contractor in the negotiation process for all travel related expenses.

10.0 **PROPOSAL EVALUATION PROCESS**

10.1 Proposals are received and publicly opened. Only names of Proposers are read at this time.

10.2 An initial review will be performed to assess compliance with the minimum eligibility requirements as described in Section 8.0.

10.3 All eligible proposals will be evaluated in accordance with the evaluation criteria specified in this document. Information derived by investigation and overall due diligence of Palm Bay staff will be considered.

10.4 **Evaluation**

The proposal evaluation process of all responsive and responsible proposals by a committee ("Committee") consisting of Palm Bay personnel. Committee members will independently review and score the written proposals in each criteria, awarding points ranging from 90%-100% for the maximum points for excellent, 80%-90% for good, 70% to 80% for satisfactory, 60%-70% for marginally unsatisfactory and 0% to 60% for unsatisfactory. The Committee members' scores will be totaled for each proposal and they will be ranked from highest to lowest based on the total number of points awarded.

Evaluation Criteria	Maximum Points
Qualifications and Experience of the Firm	30
Qualifications of Staff	25
Technical Approach	25
RFP Pricing	20
Maximum Points	100

10.4.1 The Committee reserves the right to meet as a group prior to completing the scoring process in order to discuss the proposals. Any such meeting will be noticed on Palm Bay's website and shall be conducted as a public meeting.

10.4.2 The Committee may consult with other Palm Bay staff and third-party consultants for the purpose of gathering facts, information and feedback about the RFP and the proposals, but such other staff and consultants will not participate in the

deliberation and evaluation process, as such, communications are not subject to Sunshine Law and may take place outside of public meetings.

10.5 Palm Bay may elect to conduct oral interviews or presentation from one or more of the respondents in order to make a final determination of the top rankings.

10.6 Upon completion of the evaluation, the Committee will recommend to Palm Bay that it authorize Palm Bay staff to pursue negotiations and execute a contract with the highest ranked proposer. If a satisfactory contract cannot be negotiated, negotiations with the highest ranked proposer will be terminated at the discretion of Palm Bay and negotiations will commence with the second highest ranked proposer. This process shall continue until a satisfactory contract is reached with one of the proposers, subject to acceptance and final approval by Palm Bay. If a contract cannot be reached with any of the finalists, Palm Bay reserves the right to acquire services specified in this solicitation from any vendor of its choosing through direct negotiation, in accordance with Florida Department of Education rules.

11.0 **INVOICING**

Professional fees and expenses will be invoiced to Palm Bay on a monthly basis and shall reference bi-weekly progress reports submitted to Palm Bay. All direct costs will be concisely billed and must include name, position, billing rate, total hours and other expenses.

Indirect billing is not anticipated and must be authorized by Palm Bay. Palm Bay may request additional documentation regarding hourly rates or expenses and shall be provided by the Contractor at no cost to Palm Bay.

12.0 **INSURANCE REQUIREMENTS**

It is mandatory that the person/firm submitting the proposal have minimum Liability limits of \$1,000,000.00 for Comprehensive General Liability, including Product Liability Coverage. The person/firm submitting the bid must also have a minimum Liability Limit of \$1,000,000.00 for Motor Vehicle Liability and at least the statutory limit of Worker's Compensation. All coverage must be included on the certificate(s). Proposer's insurance provider must be rated A- or better by AM Best. If the Proposer's current certificate of insurance does not meet the amount required, a statement must be included with the proposal document from their insurance carrier indicating that if a Proposal award was made to the firm, that the carrier would write the necessary insurance coverage. The successful proposer must then have the required insurance placed in force with written notification provided to Palm Bay, prior to issuance of a purchase order that authorizes the work performance to begin. Failure to do so may invalidate the award and result in an award to the next lowest responsible proposer. **Successful vendor must list Palm Bay Education Group, Inc. as an additional insured.**

13.0 **PURCHASE ORDERS**

A Purchase Order issued by Palm Bay is the only legal authorization for vendors to perform services or provide commodities to Palm Bay. A commitment, either written or verbal, from Palm Bay employees without a Purchase Order issued by

Palm Bay does not constitute an obligation by Palm Bay to a vendor. Vendors that perform services or provide commodities without a Purchase Order issued by Palm Bay do so at their own risk and at risk of non-payment. Additional information regarding doing business with Palm Bay can be found on Palm Bay's web site (palmbayprep.org)

14.0 SCRUTINIZED COMPANIES

In accordance with Section 278.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if:

(1) Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

(2) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

(a) Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.73, Florida Statutes; or

(b) Is engaged in business operations in Syria.

By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

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

Instructions for Certification:

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals or affiliates are:
 - (a) presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions as defined in 49 CFR s29.110(a) by any Federal department or agency;
 - (b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in performing a public (federal, state or local) transaction or contract under a public transaction; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of the offenses enumerated in this certification; or
 - (d) have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Applicant	PR/Award Number and/or Project Name
Printed Name	Title of Authorized Representative
Signature	Date

DRUG FREE WORKPLACE CERTIFICATION FORM

In accordance with 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program *shall be given preference* in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free program, a business shall:

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

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

(Vendor's Signature)

EQUAL OPPORTUNITY REPORT STATEMENT

The Bidder (Proposer) shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of bid:

The awarded Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

During the performance of this contract, the awarded Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

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

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

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor 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 interests of the United States.

Handwritten Signature of Authorized Principal(s):

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

**BYRD ANTI-LOBBYING COMPLIANCE AND
CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 9-26-16 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

Handwritten Signature of Authorized Principal(s):

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

Certification of Non-Segregated Facilities

The federally assisted construction Contractor certifies that he does not maintain or provide for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted construction Contractor certifies that he will not maintain or provide for his employees segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction Contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand (\$10,000.00) dollars US which are not exempt from the provisions of the equal opportunity clause and that he will retain such certifications in his files.

Handwritten Signature of Authorized Principal(s):

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

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

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Legal Name of Contractor: _____

By: _____ Date: _____

Authorized Signature: _____

Title: _____

CONFLICT OF INTEREST DISCLOSURE

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

SIGNATURE	COMPANY NAME
PRINTED NAME	ADDRESS

SECTION II

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

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

NAME	TITLE OR POSITION	DATE OF FILING
NAME	TITLE OR POSITION	DATE OF FILING

SIGNATURE	COMPANY
PRINTED NAME	ADDRESS

Attachment A

Rate Sheet

Using this form, each Offeror must state its proposed charges. Each Offeror's charges must include the entire cost of providing the services identified in this RFP.

Cost/Fee Proposals may be submitted in any form(s). Cost will be a factor in Palm Bay's selection process.

Per specifications \$ _____

Printed Name of Offeror: _____

Signature: _____

Title: _____

Offeror Must Complete and Return This Page With Offer.

Good Faith Effort (GFE)

DETERMINATION CHECKLIST

This information must be submitted with your bid.

Instructions: In order to determine if a “Good Faith Effort” was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/Consultant’s bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant...

Yes No1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?

Yes No2. Notify in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

Yes No3. Provide HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant’s organization)?

Yes No4. Negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

Yes No5. Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

Yes No6. If Prime Contractor/Consultant has zero (0) HUB participation, please explain the reasons why.

If “No” was selected, please explain and include any pertinent documentation with your bid.

If necessary, please use a separate sheet to answer the above questions.

Authorized Representative _____ Title _____
(Please Print)
Authorized Signature _____ Date _____

Offeror Must Complete and Return This Page With Offer.

**Notice of Intent (NOI) to Subcontract with
Historically Underutilized Business (HUB)**

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

Yes No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name _____ HUB: Yes ____ No ____

Address: _____

Telephone Number _____ Fax Number _____

Project Title and Number: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

Address: _____

Telephone Number _____ Fax Number _____

Certifying Agency: _____

Proposed Subcontract (Work to be Performed): _____

Proposed Percentage of Prime Contract (Work to be Performed): _____%

Proposed Subcontract Amount: \$ _____ Proposed Percent of Prime Contract: ____%

Authorized Prime Representative _____ Title

(Please Print)

Authorized Prime Signature _____ Date

Authorized HUB Representative _____ Title

(Please Print)

Authorized HUB Signature _____ Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from Palm Bay Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to (305) 891-7241.

**Offeror Must Complete and Return This Page With Offer.
Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form**

PAGE 1 OF 4

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

Yes No

Contractor Name _____ HUB: Yes ____ No ____

Address: _____

Telephone Number _____ Fax Number _____

Project Title and Number: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Address: _____

Telephone Number _____ Fax Number _____

Certifying Agency: _____

Proposed Subcontract (Work to be Performed): _____

Proposed Percentage of Prime Contract (Work to be Performed): _____%

Proposed Subcontract Amount: \$ _____ Proposed Percent of Prime Contract: ____%

Construction HUB Goals: 12.8% MBE, 12.6% WBE
Sub-goals: 1.7% African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian-American
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification Date: _____

HUB Program Office reviewed and verified

**Offeror Must Complete and Return This Page With Offer.
Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form**

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I. HUB SUBCONTRACTOR DISCLOSURE
Needed)

(Duplicate as

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Address: _____

Contact Person: _____ Title: _____

Telephone Number _____ Fax Number _____

Certifying Agency: _____

Proposed Subcontract (Work to be Performed): _____

Proposed Percentage of Prime Contract (Work to be Performed): _____%

Proposed Subcontract Amount: \$_____ Proposed Percent of Prime Contract: ____%

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Address: _____

Contact Person: _____ Title: _____

Telephone Number _____ Fax Number _____

Certifying Agency: _____

Proposed Subcontract (Work to be Performed): _____

Proposed Percentage of Prime Contract (Work to be Performed): _____%

Proposed Subcontract Amount: \$_____ Proposed Percent of Prime Contract: ____%

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

**Offeror Must Complete and Return This Page With Offer.
Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form**

PAGE 3 OF 4

**PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB
SUBCONTRACTING GOALS**

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- All subcontractors to be utilized are "Non-HUBs". (Complete Part III)
- HUBs were solicited but did not respond.
- HUBs solicited were not competitive
- HUBs were unavailable for the following trade(s):

- Other:

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____

Contact Person: _____ Title: _____

Telephone Number _____ Fax Number _____

Proposed Subcontract (Work to be Performed): _____

Proposed Percentage of Prime Contract (Work to be Performed): _____%

Proposed Subcontract Amount: \$_____ Proposed Percent of Prime Contract: ____%

**Offeror Must Complete and Return This Page With Offer.
Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form**

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____

Contact Person: _____ Title: _____

Telephone Number _____ Fax Number _____

Proposed Subcontract (Work to be Performed): _____

Proposed Percentage of Prime Contract (Work to be Performed): _____%

Proposed Subcontract Amount: \$_____ Proposed Percent of Prime Contract: ____%

Subcontractor Name: _____

Address: _____

Contact Person: _____ Title: _____

Telephone Number _____ Fax Number _____

Proposed Subcontract (Work to be Performed): _____

Proposed Percentage of Prime Contract (Work to be Performed): _____%

Proposed Subcontract Amount: \$_____ Proposed Percent of Prime Contract: ____%

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Authorized Representative _____ Title _____

(Please Print)

Authorized Signature _____ Date _____

Telephone Number _____ Fax Number _____

E-mail Address _____

Contact person that will be in charge of invoicing for this project:

Name: _____ Title _____

E-mail Address _____

Offeror Must Complete and Return This Page With Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____,

on this day personally appeared _____, who
(name)

after being by me duly sworn, did depose and say:

"I, _____ am a duly authorized officer of/agent
(name)
for _____ and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said _____.
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Company _____

Address _____

Authorized Representative _____ Title _____
(Please Print)

Authorized Signature _____ Date _____

Telephone Number _____ Fax Number _____

SUBSCRIBED AND SWORN to before me by the above-named _____ on

this the _____ day of _____, 2017.

Offeror Must Complete and Return This Page With Offer.