



INVITATION TO BID & RESPONDENT ACKNOWLEDGEMENT

**ITB TITLE: PINELLAS SUNCOAST FIRE & RESCUE DISTRICT
EMERGENCY OPERATIONS CENTER GENERATOR PROCUREMENT
AND INSTALLATION - REISSUE**

ITB NUMBER: 22-01

RE-ISSUE DATE: 11/20/2023

OPTIONAL PRE-BID MEETING: 11/27/2022 at 4:00 P.M.

LAST DAY FOR QUESTIONS: 12/15/2023 at 4:00 P.M.

CLOSE DATE: 12/18/2023 at 5:00 P.M.

BID OPENING DATE: 12/21/2023 at 4:30 P.M.

**BIDS RECEIVED AFTER THE BID CLOSE DATE WILL NOT BE
CONSIDERED.**

ITEM A - INVITATION TO BID

Pinellas Suncoast Fire & Rescue District solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this ITB are incorporated into your response. A bid will not be accepted unless all conditions have been met.

All bids must have an authorized signature in the space provided below. All bids must be submitted electronically by the time and date listed above. Bids may not be withdrawn for a period of ninety (90) days after the bid opening unless otherwise specified.

RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.

COMPANY NAME:

MAILING ADDRESS: CITY, STATE, ZIP

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):

TELEPHONE NUMBER: EXT: FAX:

EMAIL:

I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE RESPONDENT.

AUTHORIZED SIGNATURE:

TYPED OR PRINTED NAME TITLE:

DATE

NOTICE TO RESPONDENTS ITB

Notice is hereby given that the Pinellas Suncoast Fire & Rescue District will accept bids until 5:00 pm on December 18, 2023, for the PINELLAS SUNCOAST FIRE & RESCUE DISTRICT EMERGENCY OPERATIONS CENTER GENERATOR PROCUREMENT AND INTALLATION.

Unless otherwise stipulated in the bid/bid description, all responses must be submitted using electronic mail only. No other means of submission of responses will be accepted. Responses will be accepted until 5:00 pm on December 18, 2023. Interested respondents can send their bid to:

Khampton@PSFRD.org

Subject: Sealed Bid ITB 22-01

An optional Pre-Bid meeting will be conducted at the Indian Rocks Baptist Church, located at 12685 Ulmerton Rd, Largo, FL 33774, **on November 27, 2023, at 4:00 pm**. Attendees shall meet at the front door of the building for the pre-bid meeting to register to receive Addenda to the ITB and attend a site visit. Pinellas Suncoast Fire & Rescue will transmit to all registered parties of record an Addenda in response to written questions received no later than seven (7) days prior to Bid Opening date. Oral statements may not be relied upon and will not be binding or legally effective.

All eligible bids will be opened **on December 21, 2023, at 4:30 p.m.** at the Indian Rocks Baptist Church, located at 12685 Ulmerton Rd, Largo, FL 33774. The Pinellas Suncoast Fire & Rescue District reserves the right to award the bid to the lowest responsive respondent and to waive any irregularity or technicality in bids received. The Pinellas Suncoast Fire & Rescue District and its Board of Commissioners shall be the sole judges of the bid and the resulting agreement that is in its best interest and its decision shall be final.

For solicitation information, please contact:

Todd Best

District Chief

304 1st street

Indian Rocks Beach, FL 33785

Tbest@psfrd.org

727-422-5421

SPECIFICATIONS

Purpose: The purpose of this Scope of Work is to provide protection to the First Baptist Church of Indian Rocks building, in Largo, Pinellas County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) DR-4337-485-R, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the purchase and installation of an emergency generative power system to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards.

Overview: The HMGP project shall provide protection to First Baptist Church of Indian Rocks building by the purchasing and installing a permanent 350-kW generator or a generator of an adequate size determined by the vendor and/or electrical engineer during the bid process to provide power to the First Baptist Church of Indian Rocks Fellowship Building in the event of an outage. The generator shall be protected against a 500-year flood event by implementing specific activities or by locating the generator outside the Special Flood Hazard Area (SFHA) and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Scope of Work:

1. The contractor will provide and deliver a new 350kw or adequately sized permanent generator mounted at the Indian Rocks Baptist Church.
2. The contractor will provide a permanent fuel tank with enough fuel capacity for a minimum of 48 hours of continuous operation. Fuel shall also be furnished.
3. The contractor shall make all electrical connections for the automatic transfer to generated power to the building in the event of a power outage.
4. The contractor will provide copies of all technical drawings and schematics.
5. The contractor will make all site preparations for the generator including all excavation, concrete work, and landscaping.
6. The contractor is responsible for and will provide copies of all permitting and inspections.
7. The contractor will provide all manuals and related paperwork for the generator and transfer switch.
8. The contractor will provide a warranty period of no less than 1 year or 1,000 hours for the generator and other electrical connections and equipment.
9. The contractor will provide training in the operation and maintenance of all installed equipment.

TECHNICAL REQUIREMENTS

1. INSPECTION/TESTS: The generator, transfer switch, concrete pad and installation and associated services will be visually and technically inspected by the Pinellas Suncoast Fire Rescue and Indian Rocks Baptist Church before final acceptance by both parties.

2. CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK:

Notice of Defects: Prompt notice of all defective work of which the Pinellas Suncoast Fire & Rescue District and or Indian Rocks Baptist Church have actual knowledge will be given to the Contractor. All defective work may be rejected, corrected, or accepted as prescribed below:

Access to Work: The Pinellas Suncoast Fire Rescue District and Indian Rocks Baptist Church shall be the sole judges of the quality of items delivered and services performed by the Contractor. The Pinellas Suncoast Fire Rescue District and Indian Rocks Baptist Church may at any time, without notice, have access to the Work at reasonable times for their observation for inspection and acceptance of Work.

Rejecting and Correcting Defective Work: The Pinellas Suncoast Fire Rescue District and Indian Rocks Baptist Church will have authority to disapprove or reject Work which it believes to be defective, or that Pinellas Suncoast Fire Rescue District and Indian Rocks Baptist Church believes will not produce complete work which conforms to specification of the bid. Pinellas Suncoast Fire Rescue District and Indian Rocks Baptist Church will also have authority to require special testing or inspection of the work. If Pinellas Suncoast Fire & Rescue District and Indian Rocks Baptist Church determines that said items delivered or services performed is not satisfactory, Pinellas Suncoast Fire & Rescue District shall so notify Contractor in writing. If said items delivered are defective or services are not performed satisfactorily by Contractor within ten (10) calendar days after receipt of the aforesaid written notice, Pinellas Suncoast Fire & Rescue District and Indian Rocks Baptist Church or its agents shall have the right to correct, remove, accept work, suspend or terminate contract, as outlined within this agreement, or, the Pinellas Suncoast Fire Rescue District and Indian Rocks Baptist Church may exercise the option to perform the maintenance or repair on behalf of Contractor and Contractor agrees to promptly reimburse Pinellas Suncoast Fire & Rescue District and Indian Rocks Baptist Church for administrative costs equal to 100% of total cost. Pinellas Suncoast Fire Rescue District and Indian Rocks Baptist Church may charge its cost of performance as a deduction against Contractor's Compensation. Notwithstanding the above provision, any hazardous or potentially hazardous condition shall be corrected immediately upon receipt by Contractor of oral notice given by Pinellas Suncoast Fire Rescue.

3. WARRANTY

A. Vendor has the sole responsibility for ensuring and guaranteeing that the equipment and materials furnished or supplied meet the requirements of this specification.

B. All repair work and parts supplied shall be warrantied for a minimum of one year – from the date of final inspection – against defects in materials or workmanship supplied by the contractor. Any warranted failures shall be corrected at no cost to Pinellas Suncoast Fire & Rescue District including transportation to and from the jobsite. Latent defects will be covered by the contractor.

4. INSTALLATION AND SERVICE COORDINATION – a. The contractor is permitted working hours of Monday through Friday, 8:00 a.m. CST to 4:30 p.m. EST.

5. CONTRACT TERM- The effective date of this contract will be upon execution of the contract by both parties and shall extend to January 31st, 2025.

6. PAYMENT - The contractor shall be paid upon submission of invoices. Invoices shall be emailed to: Ebrooks@PSFRD.org. The prices stipulated herein for articles delivered and accepted. The invoice shall reflect the contract number and an itemized list of deliverables and the work completed for that invoice.

GENERAL INSURANCE REQUIREMENTS

CONTRACTORS INSURANCE:

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Pinellas Suncoast Fire & Rescue District. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable Pinellas Suncoast Fire & Rescue District and Indian Rocks Baptist Church shall be shown as an Additional Insured with a waiver of Subrogation on the Certificate of Insurance.
5. Pinellas Suncoast Fire & Rescue District shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, Pinellas Suncoast Fire Rescue reserves the right to change these insurance requirements with 60-day prior written notice to the Contractor.
6. Pinellas Suncoast Fire & Rescue District reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of Pinellas Suncoast Fire & Rescue District, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to Pinellas Suncoast Fire Rescue not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by Pinellas Suncoast Fire & Rescue District
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
 - a) Premises & Operations Liability
 - b) Bodily Injury and Property Damage Liability
 - c) Independent Contractors Liability
 - d) Contractual Liability
 - e) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	LIMIT
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. Pinellas Suncoast Fire & Rescue District representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

Contractor shall indemnify and hold harmless Pinellas Suncoast Fire & Rescue District, Indian Rocks Baptist Church, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the contractor and other persons employed or utilized by the Contractor in the performance of this contract.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Pinellas Suncoast Fire & Rescue District, Indian Rocks Baptist Church, and its employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

GENERAL BID CONDITIONS

1. PRE-BID ACTIVITY - Except as provided in this section, respondents are prohibited from contacting or lobbying Pinellas Suncoast Fire & Rescue, Indian Rocks Baptist Church (IRBC), Pinellas Suncoast Fire & Rescue Administrators, Commissioners, Pinellas Suncoast Fire & Rescue staff, and Review Committee members, or any other person authorized on behalf of Pinellas Suncoast Fire & Rescue related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to:

Pinellas Suncoast Fire & Rescue

Attention: Todd Best

304 1st Street Indian Rocks Beach, FL 33785

or

Email: Tbest@psfrd.org

All questions or inquiries must be received no later than the last day for questions (reference ITB & Respondent's Acknowledgement form). Any addenda or other modification to the ITB documents will be issued by Pinellas Suncoast Fire & Rescue five (5) days prior to the date and time of closing, as a written addenda distributed to all prospective Respondents by posting on Pinellas Suncoast Fire & Rescue's website, <http://psfrd.org>.

Such written addenda or modification shall be part of the bid documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No respondent may rely upon any verbal modification or interpretation.

2. PREPARATION OF BID – The bid form is included with the bid documents. Additional copies may be obtained from www.PSFRD.org. The respondent shall submit bids in accordance with the public notice.

All blanks in the bid documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the bid signed. A bid price shall be indicated for each section, bid item, alternative, adjustment unit price item, and unit price item listed therein, or the words “No Bid”, “No Change”, or “Not Applicable” entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numerical figures, the written amount shall govern. Any bid which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting bids may be rejected.

A bid submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A bid submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A bid submitted by an individual shall show the respondent’s name and official address.

A bid submitted by a joint venture shall be executed by each joint venture in the manner indicated on the bid form. The official address of the joint venture must be shown below the signature. It is preferred that all signatures be in **blue ink** with the names type or printed below the signature. Pinellas Suncoast Fire & Rescue does not accept electronic signatures.

The bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the bid shall be shown.

If the respondent is an out-of-state corporation, the bid shall contain evidence of respondent’s authority and qualification to do business as an out-of-state corporation in the State of Florida. A state contractor

license # for the State of Florida shall also be included on the bid form. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

3. INTEGRITY OF BID DOCUMENTS - Respondents shall use the original Bid documents provided and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Bid documents if sufficient space is not available. Any modifications or alterations to the original bid documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modification or alteration that a respondent wishes to propose must be clearly stated in the respondent's response in the form of an addendum to the original bid documents.

4. SUBMITTAL OF BID – A bid shall be received by Pinellas Suncoast Fire Rescue no later than the date and time prescribed on the Notice to Respondents.

5. MODIFICATION & WITHDRAWAL OF BID - A bid may be modified or withdrawn by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where bids are to be submitted prior to the date and time for the opening of bids. If within 24 hours after bids are opened any respondent files a duly signed written notice with the Pinellas Suncoast Fire & Rescue and promptly thereafter demonstrates to the reasonable satisfaction of the Pinellas Suncoast Fire & Rescue that there was a material substantial mistake in the preparation of its bid, that respondent may withdraw its bid, and the bid security may be returned. Thereafter, if the work is rebid, that respondent will be disqualified from 1) further bidding on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

6. BIDS TO REMAIN SUBJECT TO ACCEPTANCE – All bids will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the bid opening, but the Pinellas Suncoast Fire & Rescue may, in its sole discretion, release any bid and return the bid security prior to the end of this period.

7. IDENTICAL TIE BIDS – In cases of identical procurement responses, the award shall be determined either by lot or on the basis of factors deemed to serve the best interest of Pinellas Suncoast Fire & Rescue. In the case of the latter, there must be adequate documentation to support such a decision.

8. CONDITIONAL & INCOMPLETE BIDS - Pinellas Suncoast Fire & Rescue specifically reserves the right to reject any conditional bid and bids which make it impossible to determine the true amount of the bid.

9. PRICING – The bid price shall include all equipment, labor, materials, freight, taxes etc. Pinellas Suncoast Fire & Rescue reserves the right to select that bid most responsive to our needs.

10. ADDITION/DELETION OF ITEM – Pinellas Suncoast Fire & Rescue reserves the right to add or delete any item from this bid or resulting contract when deemed to be in its best interest.

11. SPECIFICATION EXCEPTIONS – Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer’s specifications which conflict with the bid specifications. Respondent must also explain any deviation from the bid specification in writing, as a foot note on the applicable bid page and enclose a copy of the manufacturer’s specifications data detailing the changed item(s) with their bid. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with bid specifications.

12. APPLICABLE LAWS & REGULATIONS – All applicable Federal and State laws, County and municipal ordinances, orders, rules, and regulations of all authorities having jurisdiction over the project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they were written in full therein

13. DISQUALIFICATION OF RESPONDENTS - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its bid:

- a. Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.
- b. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.
- c. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of Pinellas Suncoast Fire & Rescue until such participant has been reinstated as a qualified respondent.

d. Uncompleted work which in the judgment of the Pinellas Suncoast Fire & Rescue might hinder or prevent the prompt completion of additional work if awarded.

e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.

f. Default under previous contract.

g. Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

14. AWARD OF BID

A. Pinellas Suncoast Fire & Rescue - Pinellas Suncoast Fire & Rescue designated Staff will review all bids and will participate in the Recommendation to Award to its Board of Commissioners.

B. The Board of Commissioners will award the bid to the responsive and responsible vendor(s) with the lowest responsive bid(s), and the Board of Commissioners reserves the right to award the bid to the respondent submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of Pinellas Suncoast Fire & Rescue, and to reject any and all bids or to waive any irregularity or technicality in bids received. The Board of Commissioners shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final. The Board of Commissioners reserves the right to award to multiple vendors.

C. The Board of Commissioners reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of Pinellas Suncoast Fire & Rescue.

D. The Board of Commissioners specifically reserves the right to reject any conditional bids and will normally reject those which made it impossible to determine the true amount of the bid. Each item must be bid separately, and no attempt is to be made to tie any item or items to any other item or items.

15. PAYMENTS – The respondent shall be paid upon submission of invoices and approval of acceptance by The Board of Commissioners, 304 1st street, Indian Rocks Beach FL 33785, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.

16. DISCRIMINATION - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

17. PUBLIC ENTITY CRIME INFORMATION - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

18. CONFLICT OF INTEREST - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their bids the name of any officer, director, or agent who is also a public officer or an employee of the Pinellas Suncoast Fire Rescue Board of Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any officer or employee of Pinellas Suncoast Fire Rescue who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches. Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

19. REORGANIZATION OR BANKRUPTCY PROCEEDINGS – Bids will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

20. INVESTIGATION OF RESPONDENT – Pinellas Suncoast Fire & Rescue may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as Pinellas Suncoast Fire & Rescue may request.

21. REVIEW OF PROCUREMENT DOCUMENTS - Per Florida Statute 119.071 (2) 2 sealed bids, proposals, or replies received by Pinellas Suncoast Fire & Rescue pursuant to a competitive solicitation are exempt from public disclosure until such time as Pinellas Suncoast Fire & Rescue provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

22. COMPLIANCE WITH FLORIDA STATUTE 119.0701 - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.

23. PROTECTION OF RESIDENT WORKERS – Pinellas Suncoast Fire & Rescue and its Board of Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Pinellas Suncoast Fire Rescue reserves the right to request documentation showing compliance with the requirements. Respondents doing construction business with Pinellas Suncoast Fire & Rescue are required to use the Federal Government Department of Homeland Security’s website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

24. SUSPENSION OR TERMINATION FOR CONVENIENCE - Pinellas Suncoast Fire & Rescue may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as Pinellas Suncoast Fire & Rescue may determine, or to terminate all or a portion of the Contract for the Pinellas Suncoast Fire & Rescue’s convenience. Upon such

termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If Pinellas Suncoast Fire & Rescue orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

25. FAILURE OF PERFORMANCE/DELIVERY - In case of default by the respondent, Pinellas Suncoast Fire & Rescue after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the award and removal of the respondent from the bid list for duration of one (1) year, at the option of Pinellas Suncoast Fire & Rescue.

26. AUDIT - If requested, respondent shall permit Pinellas Suncoast Fire & Rescue or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this bid from the date of the award through three (3) years after the expiration of contract.

27. EQUAL EMPLOYMENT OPPORTUNITY; NON-DISCRIMINATION- : During the performance of this contract, the contractor agrees as follows:

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

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will 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 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 (8) 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. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.”

28. NON-COLLUSION – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.

29. UNAUTHORIZED ALIENS/PATRIOT'S ACT – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

30. CERTIFICATE OF GOOD STANDING FOR STATE OF FLORIDA - Florida Statute 607.1501 requires that all vendors who wish to do business in the State of Florida be licensed to do business through the Department of State of Florida and be in good standing with the State of Florida. As such, to do business with Pinellas Suncoast Fire & Rescue a vendor must provide a Certificate of Good Standing with their bid/proposal package to Pinellas Suncoast Fire & Rescue. For more information on doing business in the State of Florida, please refer to the Florida Department of State. The website to register is:

<https://dos.myflorida.com/sunbiz>

31. BACKGROUND SCREENING – Florida Statute 1012.467 requires that all noninstructional contractors who are permitted to access school grounds when students are present pass a criminal background check. To do business with Pinellas Suncoast Fire Rescue at the First Baptist Church of Indian Rocks, any and all employees, contractors, and subcontractors shall provide proof of Level 2 background screening standards according to Florida Statute 435.04. Identification badges will be provided when Level 2 background screening has been verified and will be required by all employees, contractors, and subcontractors to access the First Baptist Church of Indian Rocks grounds.

32. RESPONSIBLE VENDOR DETERMINATION- Respondent is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

33. The following Items will be submitted with the bid packet. Failure to provide required forms may result in contractor disqualification.

- A. Invitation to Bid
- B. Drug-Free Workplace Certification Form
- C. Conflict of Interest
- D. Indemnification and Hold Harmless
- E. Company Data
- F. Addendum Acknowledgement
- G. Bid Response Sheet
- H. Anti-Collusion Statement
- I. Prohibition to Lobbying
- J. Governmental Debarment & Suspension
- K. Grant Funded Clauses

All bids must also include a Certificate of Good Standing for State of Florida- see line 30.

ITEM B- DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. To have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote 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 quote, 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, Florida Statutes, 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, drug abuse assistance or rehabilitation program if such is available in employee’s community, by any employee who is 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 this statement, I certify that this firm complies fully with the above requirements.

DATE: _____ SIGNATURE: _____

COMPANY: _____ NAME: _____

(Typed or printed)

ADDRESS: _____

TITLE: _____ E-MAIL: _____

PHONE #: _____

ITEM C- CONFLICT OF INTEREST

ITB 22-01

For purposes of determining any possible conflict of interest, all Respondents, must disclose if any Pinellas Suncoast Fire & Rescue or its Board of Commissioners, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business. Indicate either "yes" (a Pinellas Suncoast Fire & Rescue or its Board of Commissioners, employee, elected official, or agency is also associated with your business), or "no." If yes, give person(s) name(s) and position(s) with your business.

YES: _____

NO: _____

NAME(S): _____

POSITION(S): _____

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

PHONE NO.: _____

E-MAIL: DATE: _____

ITEM D- INDEMNIFICATION AND HOLD HARMLESS

ITB 22-01

Respondent shall indemnify and hold harmless Pinellas Suncoast Fire & Rescue, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

Respondent's Company Name:

Authorized Signature – Manual:

Physical Address:

Authorized Signature – Typed:

Mailing Address:

Title:

Phone Number:

FAX Number:

Cellular Number:

After-Hours Number(s):

Date:

Email:

ITEM E- COMPANY DATA

ITB 22-01

Respondent's Company Name:

Physical Address & Phone #:

Contact Person (Typed-Printed):

Phone #: Cell #: Email:

Federal ID or SS #:

Respondent's License #:

Respondent's DUNS #:

Fax #: Emergency #'s After

Hours, Weekends & Holidays:

ITEM F- ADDENDUM ACKNOWLEDGEMENT

ITB 22-01

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

ADDENDUM NO.:

DATE:

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the Respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

ITEM G- BID RESPONSE

ITB 22-01

PINELLAS SUNCOAST FIRE & RESCUE DISTRICT, EMERGENCY OPERATIONS CENTER, GENERATOR
INTALLATION.

SUBMITTED BY: _____

Materials:

Labor:

Fees:

TOTAL BID AMOUNT \$ _____

*** Total bid amount shall include all costs for delivery and installation fees, equipment, concrete pad, controls, direct and indirect labor, and all associated items and services listed within bid specifications.

The total number of days to substantial and final completion for the delivery and installation of all equipment and services outlined within specifications is three-hundred sixty-five (365) calendar days.

ITEM H- ANTI-COLLUSION STATEMENT:

ITB 22-01

The below signed bidder has not divulged to, discussed, or compared their bid with other bidders and has not colluded with any other bidder or parties to bid whatever. Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

Respondent's Company Name:

Authorized Signature – Manual:

Address Authorized Signature:

Typed City/State/Zip

Title:

Phone:

Fax #:

Federal ID # or SS #:

ITEM I- Certification Regarding Lobbying

ITB 22-01

Check the appropriate line:

This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements The undersigned certifies, to the best of his or her knowledge and belief, that:

h) 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.

i) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

j) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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 Sub-Recipient or subcontractor, _____, 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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Sub-Recipient/subcontractor's Authorized Official:

Name and Title of Sub-Recipient/subcontractor's Authorized Official:

Date:

**ITEM J- CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION**

ITB 22-01

(HGMP Attachment H)

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR: _____

By: _____

Signature: _____

Name and Title: _____

Street Address: _____

Date: _____

Sub-Recipient's Name: Pinellas Suncoast Fire & Rescue District

DEM Contract Number: H0562

FEMA Project Number:4337-485-R

GRANT FUNDED CLAUSES

ITB 22-01

This Exhibit is hereby incorporated by reference into the main Procurement.

FEDERAL PROVISION RELATED TO GRANT FUNDS THAT MAY BE USED TO FUND THE SERVICES AND GOODS UNDER THIS SOLICITATION

This solicitation is or may become fully or partially Federally Grant funded. To the extent applicable, in accordance with Federal law, respondents shall comply with the clauses as enumerated below. Proposer shall adhere to all grant conditions as set forth in the requirements of grant no. Including, but not limited to, those set forth below, as well as those listed below, which are incorporated herein by reference:

- a. 2 CFR. 25.110
- b. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
- c. Executive Orders 12549 and 12689
- d. 41 CFR s. 60-1(a) and (d)
- e. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

These cited regulations are hereby incorporated and made part of this Solicitation as if fully set forth herein. As stated above, this list is not all inclusive, any other requirement of law applicable in accordance with the Federal, State or grant requirements are also applicable and hereby incorporated into this Solicitation. If Proposer cannot adhere to or objects to any of the applicable federal requirements, Proposer's proposal may be deemed by Pinellas Suncoast Fire & Rescue as unresponsive. The provisions in this exhibit are supplemental and in addition to all other provisions within the procurement. In the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of the remainder of the procurement, the conflicting terms and conditions of this Exhibit shall prevail. However, in the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this Procurement the conflicting terms and conditions of that document shall prevail.

Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182): Applicability: As required in the Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D). Requirement: to the extent applicable, proposer must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

Conflict of Interest (2 CFR § 200.112): Applicability: Any federal grant funded Contract or Contract that may receive federal grant funds. Requirement: The proposer must disclose in writing any potential conflict of interest to Pinellas Suncoast Fire & Rescue or pass-through entity in accordance with applicable Federal policy. Further, Pinellas Suncoast Fire & Rescue is required to maintain conflict of interest policies as it relates to procured contracts.

Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733): Applicability: All Contracts using federal grants funds, or which may use federal grant funds. Requirement: proposer acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the proposer's actions pertaining to this solicitation. The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Utilization of Minority and Women Firms (M/WBE) (2 CFR § 200.321): Applicability: All federally grant funded Contracts or Contracts which may use federal grant funds. Requirement: The proposer must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime proposer will require compliance by all subcontractors. Prior to contract award, the proposer shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from: Florida Department of Management Services (Office of Supplier Diversity) Florida Department of Transportation Minority Business Development Center in most large cities and Local Government M/DBE programs in many large counties and cities Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375): Applicability: except as otherwise provided under 41 CFR Part 60, applies to all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3. Requirement: During the performance of this Contract, the proposer agrees as follows: (1) The Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Proposer 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 identify, 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 Proposer 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 Proposer will, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The Proposer will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Proposer's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The Proposer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The Proposer 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.; (6) In the event of the Proposer'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 Proposer 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) Proposer 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 Proposer 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 Proposer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Proposer may request the United States to enter into such litigation to protect the interests of the United States.

Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3): Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Pinellas Suncoast Fire & Rescue. Requirement: If applicable to this Solicitation, proposer shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this solicitation. Proposer are 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.

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

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387, as amended): Applicability: Contracts and subgrants of amounts in excess of \$150,000.00. Requirement: proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Debarment and Suspension (2 CFR part 180, Executive Orders 12549 and 12689): Applicability: All contracts with federal grant funding or possibility of federal grant funds being used. Requirement: proposer certifies that it and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. Proposer now agrees to verify, to the extent applicable that for each lower tier subcontractor that exceeds \$25,000 as a “covered transaction” under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The proposer agrees to accomplish this verification by: (1) Checking the System for Award Management at website: <http://www.sam.gov>; (2) Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, herein; (3) Inserting a clause or condition in the covered transaction with the lower tier contract.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Applicability: Applicable to any individual/entity that applies or bids/procures an award in excess of \$100,000. Requirement: proposer must file the required certification, attached to the procurement. 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. The contractor shall certify compliance.

Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401): Applicability: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 additional Standard patent rights clauses in accordance with 37 CFR § 401.14 shall apply. Requirement: Please contact Pinellas Suncoast Fire Rescue for further information related to the applicable standard patent rights clauses.

Procurement of Recovered Materials (2 CFR 200.323 and 40 CFR Part 247): Applicability: All contractors of Pinellas Suncoast Fire & Rescue when federal funds may be or are being used under the Contract. Requirement: proposer must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the 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 recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Access to Records and Reports: Applicability: All Contracts that received or may receive federal grant funding. Requirement: Proposer will make available to Pinellas Suncoast Fire & Rescue's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Pinellas County, Pinellas County Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to Pinellas Suncoast Fire & Rescue's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

Record Retention (2 CFR § 200.33): Applicability: All Contracts that received or may receive federal grant funding. Requirement: proposer will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

Federal Changes: Proposer shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of any awarded contract.

Termination for Default (Breach or Cause): Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: If Contractor does not

deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, Pinellas Suncoast Fire & Rescue may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

Termination for Convenience: Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: Any Awarded Contract may be terminated by Pinellas Suncoast Fire & Rescue in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated.

Safeguarding Personal Identifiable Information (2 CFR § 200.82): Applicability: All Contracts receiving, or which may receive federal grant funding. Requirement: proposer will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200): Applicability: All Contracts receiving or which may receive federal grant funding. Requirement: Pinellas Suncoast Fire & Rescue will not award contracts containing Federal funding on a cost-plus percentage of cost basis.

Energy Policy and Conservation Act (43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II (H): Applicability: For any contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Requirement: proposer shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

Trafficking Victims Protection Act (2 CFR Part 175): Applicability: All federally grant funded contracts or contracts which may become federally grant funded. Requirement: Proposer will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits Proposer from (1) engaging in severe forms of trafficking in persons during the period of time that resulting contract is in effect; (2) procuring a commercial sex act during the period of time that resulting contract is in effect; or (3) using forced labor in the performance of the contracted services under a resulting contract. A resulting contract may be unilaterally terminated immediately by Pinellas Suncoast Fire Rescue for Proposer's violating this provision, without penalty.

Domestic Preference For Procurements (2 CFR § 200.322): Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in a resulting contract, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101. Executive Order 14005): Applicability: Applies to purchases of iron, steel, manufactured products and construction materials permanently incorporated into infrastructure projects, where federal grant funding agency requires it or if the grant funds which may come from any federal agency, but most commonly: the U.S. Environmental Protection Agency (EPA), the U.S. Federal Transit Administration (FTA), the US Federal

Highway Administration (FHWA), the U.S. Federal Railroad Administration (FRA), Amtrack and the U.S. Federal Aviation Administration (FAA). Requirement: All iron, steel, manufactured products and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with Pinellas Suncoast Fire & Rescue for further details. Proposers shall be required to submit a completed Buy America Certificate with this procurement, an incomplete certificate may deem the proposers submittal non-responsive.

Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216): Applicability: All Contracts using federal grant funds or which may use federal grant funds.

Requirement: Proposer and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

Enhanced Whistleblower Protections (41 U.S.C. § 4712): Applicability: National Defense Authorization Act of 2013 extending whistleblower protections to Proposer employees may apply to the Federal grant award dollars involved with a resulting contract. Requirement: See 42 U.S. Code § 4712 for further requirements. Requirement: An employee of Proposer and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170):

Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: In accordance with FFATA, the Proposer shall, upon request, provide Pinellas Suncoast Fire & Rescue the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

Federal Awardee Performance and Integrity Information System (FAPIS)(The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII)):

Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The Proposer shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

Never Contract With The Enemy (2 CFR Part 183): Applicability: only to grant and cooperative agreements in excess of \$50,000 performed outside of the United States, Including U.S. territories and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. Requirement: proposer must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

Federal Agency Seals, Logos and Flags: Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The proposer shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

No Obligation by Federal Government: Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from a resulting contract.

ITEM K- GRANT FUNDED CLAUSES

ITB 22-01

The _____ on behalf of
_____ the proposer is authorized to sign below and confirm the
proposer is fully able to comply with these requirements, federal terms and conditions and has made
inquiries and further examination of the law and requirements as is necessary to comply.

DATE:

SIGNATURE:

COMPANY:

NAME:

ADDRESS:

TITLE:

E-MAIL:

PHONE NO.:
