REQUEST FOR PROPOSAL & RESPONDENT ACKNOWLEDGEMENT

RFP TITLE: PINELLAS SUNCOAST FIRE & RESCUE DISTRICT FIRE STATION 27 FLOOD MITIGATION AND DAMMING

RFP NUMBER: 26-001

ISSUE DATE: FEBRUARY 11, 2026

MANDATORY PRE-PROPOSAL MEETING: FEBRUARY 18, 2026

LAST DAY FOR QUESTIONS: FEBRUARY 27, 2026

CLOSE DATE: MARCH 6, 2026

SEALED PROPOSAL OPENING DATE: MARCH 9, 2026

PROPOSALS RECEIVED AFTER THE PROPOSAL CLOSE DATE WILL NOT BE CONSIDERED.

ITEM A

Request for Proposal

RFP 26-001

Pinellas Suncoast Fire & Rescue District solicits your company to submit a proposal on the goods and services specified herein. All terms, specifications and conditions set forth in this RFP are to be incorporated into your response. A proposal will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All proposals must be submitted electronically by the time and date listed above. Proposals may not be withdrawn for a period of ninety (90) days after the proposal opening unless otherwise specified.

RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZEDAGENT 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 PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A PROPOSAL 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 PROPOSAL AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS PROPOSAL FOR THE RESPONDENT.

AUTHORIZED SIGNATURE:

TYPED OR PRINTED NAME TITLE: DATE:

NOTICE TO RESPONDENT RFP 26-001

Unless otherwise stipulated in the proposal/proposal 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 March 6, 2026. Interested respondents shall send their proposal to:

khampton@psfrd.org

Subject: Sealed Proposal RFP 26-001

A mandatory Pre-Proposal Site meeting will be conducted at the Pinellas Suncoast Fire & Rescue District's Fire Station 27, located at 304 First Street Indian Rocks Beach, FL 33785, on February 18, 2026 at 9:00 a.m. Attendees shall meet at the front door of the building for the pre-proposal meeting and to 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 Proposal Opening date. Oral statements may not be relied upon and will not be binding or legally effective.

All submitted sealed proposals will be opened on March 9, 2026, at 1:00 p.m. at Pinellas Suncoast Fire & Rescue's administrative office located at 304 First Street, Indian Rocks Beach, FL 33785. The Pinellas Suncoast Fire & Rescue District reserves the right to award the proposal to the most responsive and responsible proposal determined to be in the best interest of the District and to waive any irregularity or technicality in proposals received. The Pinellas Suncoast Fire & Rescue District and its Board of Commissioners shall be the sole judges of the proposal and the resulting agreement that is in its best interest, and its decision shall be final. All proposals will be evaluated for:

1. Cost
2. Quality and type of materials
3. Time for completion
4. Vendor qualifications

For solicitation information, please contact:

Todd Best

Deputy Chief

304 1st Street

Indian Rocks Beach, FL 33785

tbest@psfrd.org

727-248-6061

SPECIFICATIONS

Purpose: The purpose of this project is to provide flood protection to the Pinellas Suncoast Fire & Rescue District's Fire Station 27, located at 304 First Street Indian Rocks Beach, FL 33785, Pinellas County, Florida. The project is for the purchase and installation of all necessary materials and any labor required to protect the building in its entirety from flood waters up to 48".

Overview: Pinellas Suncoast Fire & Rescue District's Fire Station 27 is a three-story block construction fire station with 5 apparatus bays and 5 exterior door openings on the ground level. The exterior of the building has openings for dryer and ventilation ducts. In heavy rain events, there is water intrusion between the walls and foundation. There are also several floor drains on the ground floor of the apparatus bays. While apparatus and equipment can be moved during work hours, the fire station must remain operable during all phases of construction.

Scope of Work:

1. The contractor will provide and deliver new dam materials and hardware for all apparatus bay and exterior doors that provide flood protection for flood water up to 48".
2. The contractor will make any modifications to the building required for the installation of the dams.
3. The contractor will seal and relocate any openings that would allow for flood water to enter the structure to above 48".
4. The contractor shall seal the walls and foundation to prevent water intrusion for flood water up to 48".
5. The contractor will provide backflow, arrestor valves, or other similar means to prevent flood and sewer water from entering the structure from the sewer for flood water up to 48".
6. The contractor will make all required site preparations.
7. The contractor is responsible for and will provide copies of all permitting and inspections.
8. The contractor will provide all manuals and related paperwork for the dams.
9. The contractor will provide a warranty period of no less than 1 year for materials and workmanship.
10. The contractor will provide training in the operation and maintenance of all equipment installed.

A. CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK:

Notice of Defects: Prompt notice of all defective work of which the Pinellas Suncoast Fire & Rescue District has 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 shall be the sole judge of the quality of items delivered and services performed by the Contractor. The Pinellas Suncoast Fire & Rescue District 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 will have authority to disapprove or reject Work which it believes to be defective, or that Pinellas Suncoast Fire & Rescue & District believes will not produce complete work which conforms to specification of the proposal. Pinellas Suncoast Fire & Rescue & District will also have authority to require special testing or inspection of the work. If Pinellas Suncoast Fire & Rescue District determines that said items delivered or services performed are 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 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 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 for administrative costs equal to 100% of total cost. Pinellas Suncoast Fire & Rescue District 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.

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

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.

C. INSTALLATION AND SERVICE COORDINATION: The contractor is permitted to work Monday through Friday, 8:00 a.m. EST to 5:00 p.m. EST.

D. CONTRACT TERM: The term of this contract will be determined by an agreed upon timeline and milestones.

GENERAL INSURANCE REQUIREMENTS

CONTRACTOR'S 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 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 $500,000 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	$500,000 each accident (A combined single limit)
3. Commercial General Liability	$500,000 each occurrence for Bodily Injury & Property Damage $1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	$500,000 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, 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 Contactor 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, and its employees under all the foregoing policies of insurance.

GENERAL PROPOSAL CONDITIONS

1. PRE-PROPOSAL ACTIVITY – Except as provided in this section, respondents are prohibited from contacting or lobbying Pinellas Suncoast Fire & Rescue, 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

tbest@psfrd.org

All questions or inquiries must be received no later than the last day for questions (reference RFP & Respondent's Acknowledgement form). Any addenda or other modification to the RFP documents will be issued by Pinellas Suncoast Fire & Rescue five (7) 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 proposal 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 proposal. No respondent may rely upon any verbal modification or interpretation.

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

All proposals shall contain an itemized breakdown for labor, materials, site preparation, permitting, subcontracting, and other costs associated with the project.

All blanks in the proposal documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the proposal signed. A proposal price shall

be indicated for each section, proposal item, alternative, adjustment unit price item, and unit price item listed therein, or the words “No Proposal,” “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 proposal 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 proposals may be rejected.

A proposal 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 proposal 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 proposal submitted by an individual shall show the respondent’s name and official address.
A proposal submitted by a joint venture shall be executed by each joint venture in the manner indicated on the proposal form. The official address of the joint venture must be shown below the signature. It is preferred that all signatures be electronic or in blue ink with the names type or printed below the signature.

The proposal 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 proposal shall be shown.

If the respondent is an out-of-state corporation, the proposal 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 proposal form. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

3. INTEGRITY OF PROPOSAL DOCUMENTS - Respondents shall use the original Proposal documents provided and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Proposal documents if sufficient space is not available. Any modifications or alterations to the original proposal documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a proposal. 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 proposal documents.

4. SUBMITTAL OF PROPOSAL – A proposal 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 PROPOSAL - A proposal may be modified or withdrawn by an appropriate document duly executed in the manner that a proposal must be executed and delivered to the place where proposals are to be submitted prior to the date and time for the opening of proposals. If within 24 hours after proposals 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 proposal, that respondent may withdraw its proposal, and the proposal security may be returned. Thereafter, if there is a new RFP for the work, that respondent will be disqualified from 1) further proposal on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

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

7. IDENTICAL TIE PROPOSALS – 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 PROPOSALS - Pinellas Suncoast Fire & Rescue specifically reserves the right to reject any conditional proposal and proposals which make it impossible to determine the true amount of the proposal.

9. PRICING – The proposal price shall include all equipment, labor, materials, freight, taxes etc. Pinellas Suncoast Fire & Rescue reserves the right to select that proposal 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 proposal 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 proposal specifications. Respondent must also explain any deviation from the proposal specification in writing, as a foot note on the applicable proposal page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their proposal. 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 proposal 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 proposal 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 proposal:

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 PROPOSAL

A. Pinellas Suncoast Fire & Rescue - Pinellas Suncoast Fire & Rescue designated Staff will review all proposals and will participate in the Recommendation to Award to its Board of Commissioners. Proposals will be evaluated by:

1. Cost
2. Quality and type of materials
3. Time for completion
4. Vendor qualifications

B. A Review Board will recommend awarding the proposal to the most responsive and responsible proposal determined to be in the best interest of the District, and the Review Board reserves the right to recommend awarding the proposal to the respondent submitting a responsive proposal 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 proposals or to waive any irregularity or technicality in proposals received. The Board of Commissioners shall be the sole judge of the proposal 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 Review Board reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal

and to accept the proposal that in its judgment will best serve the interest of Pinellas Suncoast Fire & Rescue.

D. The Review Board specifically reserves the right to reject any conditional proposals and will normally reject those which made it impossible to determine the true amount of the proposal. Each item must be proposal 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, for the prices stipulated herein for articles delivered and accepted. Invoices must show the Contract #. Invoices shall be submitted via email to the District's Finance Administrator at ebrooks@psfrd.org.

16. DISCRIMINATION - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not 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 proposals 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 proposal package.

19. REORGANIZATION OR BANKRUPTCY PROCEEDINGS – Proposals 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 proposals, 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 proposals, 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 proposal 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 respondents relating to its performance and its subcontracts under this proposal 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 proposal/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. 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.

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

A. Invitation to Proposal

B. Drug-Free Workplace Certification Form

C. Conflict of Interest

D. Indemnification and Hold Harmless

E. Company Data and Qualifications

F. Addendum Acknowledgement

G. Anti-Collusion Statement

H. Prohibition to Lobbying

I. Governmental Debarment & Suspension

J. Human Trafficking

All proposals must also include a Certificate of Good Standing for State of Florida and vendor qualifications.

ITEM B

DRUG-FREE WORKPLACE CERTIFICATION

RFP 26-001

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 be subject to 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

RFP 26-001

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

RFP 26-001

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 – Electronic or Manual: _____

Physical Address: _____

Authorized Signature – Printed: _____

Mailing Address: _____ Title: _____

Phone Number: _____ Fax Number: _____

Cellular Number: _____ After-Hours Number(s): _____

Date: _____ Email: _____

ITEM E

COMPANY DATA AND QUALIFICATIONS

RFP 26-001

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

RFP 26-001

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

ANTI-COLLUSION STATEMENT

RFP 26-001

The below signed respondent has not divulged to, discussed, or compared their proposal with other respondents and has not colluded with any other respondents or parties to proposal 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 proposal list(s).

Respondent's Company Name:

Authorized Signature – Electronic or Manual:

Address Authorized Signature:

Typed City/State/Zip

Title:

Phone:

Fax #:

Federal ID # or SS #:

ITEM H

CERTIFICATION REGARDING LOBBYING

RFP 26-001

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 I

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

RFP 26-001

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:

ITEM J

HUMAN TRAFFICKING

RFP 26-001

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.

SIGNATURE: _____

PRINTED NAME: _____ DATE: _____