



**THE SCHOOL DISTRICT OF ESCAMBIA COUNTY
PURCHASING DEPARTMENT
75 NORTH PACE BLVD.
PENSACOLA, FL 32505**

REQUEST FOR PROPOSAL (RFP) & PROPOSAL ACKNOWLEDGMENT

POSTING DATE:
Monday, March 27, 2023

PURCHASING CONTACT & TELEPHONE:
Allison Watson, 850-469-6120
awatson@ecsdfi.us

RFP TITLE:
Disaster Debris Removal Monitors

RFP NUMBER:
231401

RFP OPENING DATE & TIME:

Tuesday, April 18, 2023 1:30 PM, CENTRAL TIME

NOTE: PROPOSALS RECEIVED AFTER THE RFP OPENING DATE AND TIME WILL NOT BE ACCEPTED.

The School District of Escambia County, Florida (the District) solicits your company to submit a Proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this request are incorporated by this reference into your response. Proposals will not be accepted unless all conditions have been met. All Proposals must have an authorized signature in the space provided below. **If submitting by mail, all Proposals must be sealed and received in the School District's Purchasing Office at 75 North Pace Blvd., Pensacola, Florida, 32505 by the "RFP Opening Date & Time" referenced above. All envelopes containing sealed Proposals must reference the "RFP Title", "RFP Number" and the "RFP Opening Date & Time".** The School District is not responsible for lost or late delivery of Proposals by the U.S. Postal Service or other delivery services used by the Responder. **If submitting electronically, Bidders shall submit their response on bidnetdirect.com.** Proposals may not be withdrawn for a period of sixty (60) days after the opening date unless otherwise specified.

THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDER.

COMPANY NAME:

MAILING ADDRESS:

CITY, STATE, ZIP:

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):

TELEPHONE NUMBER: (EXT:)

EMAIL:

HOW DID YOU FIND OUT ABOUT THIS RFP? SCHOOL DISTRICT WEBSITE___ BIDNET___ DEMAND STAR___ PRIME VENDOR___ OTHER___ (PLEASE SPECIFY_____)

MINORITY___ WOMEN-OWNED___ SERVICE-DISABLED VETERAN___

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDER 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 TO ALL TERMS AND CONDITIONS OF THIS RFP AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS RFP FOR THE RESPONDER. SIGNING THIS ACKNOWLEDGEMENT ALSO AFFIRMS THAT THE ORIGINAL REQUEST FOR PROPOSAL DOCUMENT HAS NOT BEEN ALTERED IN ANY WAY.

AUTHORIZED SIGNATURE:

TYPED OR
PRINTED NAME:

TITLE:

DATE:

I. INTRODUCTION & GENERAL INFORMATION

The School District of Escambia County is soliciting sealed, written proposals to establish an Agreement for the monitoring of the removal of debris resulting from catastrophic events such as hurricanes and tornadoes. This agreement will be invoked after the declaration of a state of emergency by the Superintendent or State and/or Federal authorities. Services shall include monitoring of the collection and removal of debris from District property. All services provided shall be in accordance with established Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), and/or Florida Emergency Management regulations or criteria unless otherwise directed.

The Request for Proposal (RFP) may be awarded to multiple Responders. Utilization of disaster debris monitoring services will be initiated when the declared emergency event exceeds the District's capacity and resources to respond and manage. The awarded Responder(s) will be activated in the order of their ranking and if multiple Responders are needed to perform the requested services.

All work shall be coordinated with the Director of Maintenance or designee. The Agreement will be effective from June 1, 2023 through May 31, 2024 with four (4) additional one-year renewal options upon mutual consent and School Board approval subject to the availability of lawfully appropriated funds. All pricing proposed herein shall be firm throughout the first year of the Agreement.

| CALENDAR OF EVENTS | |
|---|---|
| RFP Posting Date | Monday, March 27, 2023 |
| Deadline for Questions (See Page 5, Section II. V and Page 15, Section VIII. A) | Tuesday, April 4, 2023 at 12:00 p.m., CST |
| Answers to Questions and Any Addendums Posted By (See Page 15, Section VIII. A) | Friday, April 7, 2023 at 5:00 p.m., CST |
| RFP Opening (See Page 1) | Tuesday, April 18, 2023 at 1:30 p.m., CST |
| RFP Evaluation | Monday, April 24, 2023 at 10:00 a.m., CST |
| School Board Approval | Tuesday, May 16, 2023 |
| Agreement Start Date | Thursday, June 1, 2023 |

II. GENERAL TERMS AND CONDITIONS

NOTE: The term "**Responder**", "**Contractor**", "**Respondent**" or "**Vendor**" as used within this Request For Proposal (RFP) refers to the person, company or organization responding to this RFP. The Responder is responsible for understanding and complying with the terms and conditions herein. The term "Parties", when used collectively, will apply to both the District and the Responder.

- A. GENERAL:** Upon an RFP award, the terms and conditions of this RFP or any portion thereof, may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect). Subject to the mutual consent of the parties, the pricing, terms and conditions of this RFP, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.
- B. RFP OPENING AND FORM:** Proposal openings will be public on the date and time specified on the Proposal Acknowledgement form. All Proposals received after the time indicated will be rejected as non-responsive and retained by the District. Proposals by email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the Proposals only; details concerning pricing or the offering will not be announced. All Proposals submitted shall become public record upon an announcement of a recommended

award or thirty (30) days after the opening date whichever occurs first. To protect any confidential information contained in their Proposal, companies must invoke the exemptions to disclosure provided by law in response to the RFP, and must identify the data and other material to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

- C. **WARRANTY:** All goods and services furnished by the Responder, relating to and pursuant to this RFP will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Responder will take all necessary action, at Responder's expense, to correct such breach in the most expeditious manner possible.
- D. **PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Escambia County, Florida to a secure area or inside delivery. The School Board is exempt and does not pay Federal Excise and State of Florida Sales Taxes.
- E. **TERMS OF PAYMENT / INVOICING:** The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Responder's invoice. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.
- F. **TRANSPORTATION AND TITLE:** (1) Title to the goods will pass to the School District upon receipt and acceptance at the destination indicated herein. Until acceptance, the Responder retains the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges. The School District will not accept collect freight charges. (3) No premium carriers will be used for the School District's account without prior written consent of the Director of Purchasing.
- G. **PACKING:** All shipments will include an itemized list of each package's content, and reference the School District's Purchase Order Number. No charges will be allowed for cartage or packing unless agreed upon by the School District prior to shipment.
- H. **INSPECTIONS AND TESTING:** The School District will have the right to expedite, inspect and test any of the goods or work covered by this RFP. All goods or services are subject to the School District's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Responder's risk. Such inspection, or the waiver thereof, however, will not relieve the Responder from full responsibility for furnishing goods or work conforming to the requirements of this RFP or the RFP Specifications, and will not prejudice any claim, right, or privilege the School District may have because of the use of defective or unsatisfactory goods or work.
- I. **STOP WORK ORDER:** The School District may at any time by written notice to the Responder stop all or any part of the work for this RFP award. Upon receiving such notice, the Responder will take all reasonable steps to minimize additional costs during the period of work stoppage. The School District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the RFP terms and conditions.
- J. **INSURANCE AND INDEMNIFICATION:** The Responder agrees to indemnify and save harmless the School District, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Responder, its agents, employees, or representatives, or are arising from any Responder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the School District. The Responder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School District. The Responder will, at the request of the School District, supply certificates evidencing such coverage.
- K. **RISK OF LOSS:** The Responder assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Responder or held by the Responder or its suppliers for the account of the School District, until such property has been delivered to the School District; (4) all risks of loss or damage to any of the goods or

part thereof rejected by the School District, from the time of shipment thereof to Responder until redelivery thereof to the School District.

- L. LAWS AND REGULATIONS:** Responders will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Responders agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin.

All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida. The parties agree that jurisdiction for the resolution of any legal issues arising out of this Agreement shall be solely with the Circuit Courts of Escambia County, Florida. The parties hereby waive venue in any other forum.

- M. PUBLIC ENTITY CRIMES:** A Responder, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a 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 Florida State Statute, Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

- N. PATENTS:** Responders agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this solicitation, and will assume the defense of any and all suits and will pay all costs and expenses thereto.

- O. CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Responders must disclose the name of any company owner, officer, director or agent who is an employee of the School District and/or is an employee of the School District and owns, directly or indirectly, an interest of five percent (5%) or more of the company.

- P. TERMINATION: DEFAULT.** The School District may terminate all or any part of a subsequent award by giving notice of default to Responder, if Responder: (1) refuses or fails to deliver the goods or services within the time specified; (2) fails to comply with any of the provisions of this RFP or so fails to make progress as to endanger performances, hereunder, or; (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the School District's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination. **CONVENIENCE.** The School District may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the School District's sole obligations will be to reimburse Responder for (1) those goods or services actually shipped/performed and accepted up to the date of termination, and (2) costs incurred by Responder for unfinished goods, which are specifically manufactured for the School District and which are not standard products of the Responder, as of the date of termination, and a reasonable profit thereon. In no event is the School District responsible for loss of anticipated profit nor will reimbursement exceed the RFP value.

- Q. DRUG-FREE WORKPLACE:** Whenever two (2) or more RFPs are equal with respect to price, quality, and service, an RFP received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process.

- R. PERFORMANCE:** In an effort to reduce the cost of doing business with the School District, and unless indicated elsewhere, no bid or performance bond is required. However, upon award and subsequent default by Responder, the School District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available RFP price or to purchase materials or services on the open market, and to charge the original awardees for the difference in cost via a deduction to any outstanding or future obligations; (2) the Responder in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two (2) years; (3) any other remedy available to the School District in tort or law.
- S. AUDIT AND INSPECTION:** The District or its representative reserves the right to inspect and/or audit all the Responder's documents and records as they pertain to the products and services delivered under this Agreement. Such rights will be exercised with notice to the Responder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this Agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Responder.
- T. SAMPLES AND BRAND NAMES: BRAND NAMES.** Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the School District expects to receive as a minimum. Responders offering equivalents or superior products to the brand/model referenced will: (1) reference on the RFP in the space provided the manufacturer's name, brand name, model and/or part number; (2) next to the price, indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the RFP, enclose sufficient technical specification sheets and literature to enable the District to reach a preliminary evaluation; (4) agree to any request by the District for submission of a sample or to provide its product on-trial or demonstration, whichever the District may deem appropriate, at no charge to the District. The District reserves the right to determine the acceptability of any alternatives offered. **SAMPLES.** Any sample requested by this RFP or to be provided at the Responder's option, should be forwarded under separate cover to the attention of the Purchasing Office of the District. The package or envelope will reference the RFP Number, RFP Title, and RFP Item Number and clearly marked "Samples". All samples will be provided free of charge, including transportation charges. Responders are responsible for notifying and making arrangements for pick up from the District if a return of samples is expected. All samples unclaimed for thirty (30) days will be disposed of at the discretion of the District.
- U. EVALUATION CRITERIA:** Primary factors used to decide the award hereunder will be price, quality, availability, vendor experience, references, and responsiveness. Other factors that may be used in the evaluation of Proposals received will be: (1) administrative costs incurred by the District in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Responder's past performance. The School District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any Proposal in its entirety or in part, and to waive minor irregularities if the Proposal is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School District has sole discretion in determining testing and evaluation methods. The School District may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Florida.
- V. CLARIFICATIONS AND INTERPRETATIONS:** The School District reserves the right to allow for clarification of questionable entries, and for the Responder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the RFP Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent, in writing, no later than **Tuesday, April 4, 2023 at 12:00 p.m., CDT**. Failure to do so, on the part of the Responder will constitute an acceptance by the Responder of consequent decision. An addendum to the RFP shall be issued and posted for those interpretations that may affect the eventual outcome of this solicitation. It is the Responder's responsibility to assure the receipt of all

addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the RFP. Therefore, oral statements given before the RFP opening date will not be binding. The School District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the School District's Purchasing website address at <http://ecsd-fl.schoolloop.com/purchasing/bids> no later than **Friday, April 7, 2023 at 5:00 PM, CDT**. The Responder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their Proposal.

- W. RFP TABULATIONS, RECOMMENDATIONS, AND PROTEST:** RFP tabulations with award recommendations are posted for seventy-two (72) hours in the Purchasing Office and are also posted to the School District's Purchasing website address at <http://ecsd-fl.schoolloop.com/purchasing/bids>. Failure to file a protest within the time prescribed in Section 120.57(3) Florida State Statutes will constitute a waiver of proceedings under Chapter 120, Florida State Statutes and School Board Rules. RFP tabulations, recommendations or notices will not be automatically mailed.
- X. CONTACT:** All questions for additional information regarding this RFP **must be directed to the designated Purchasing Agent noted on page one (1)**. Prospective Responders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this solicitation prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be cause for rejection of your Proposal.
- Y. PROPOSAL PREPARATION COSTS:** Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this Proposal.
- Z. AGREEMENT FORM:** All subsequent agreements as a result of an award hereunder, shall incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.
- AA. ADDITIONAL TERMS AND CONDITIONS:** The School District reserves the right to reject offers containing terms and/or conditions contradictory to those requested in this solicitation.

III. SPECIAL CONDITIONS

These "SPECIAL CONDITIONS" are in addition to or supplement Section II GENERAL TERMS AND CONDITIONS. In the event of a conflict these SPECIAL CONDITIONS shall have precedence.

- A. AGREEMENT TERM AND RENEWAL:** Notification of non-renewal by the Vendor must be sent in writing and received at least ninety (90) calendar days prior to the end of each Agreement year. All pricing and rates proposed herein shall be firm through the first year of the Agreement.

For successive renewal years, adjustments to rates established in Attachment A will be negotiable and limited to the appropriate [Consumer Price Index for All Urban Consumers \(CPI-U\): Selected areas, all items index for South urban; Size B/C](#) as published by the US Department of Labor, Bureau of Labor Statistics in January of each year. Any requests for adjustments must be submitted in writing to the Purchasing Department no later than March 1st of each following year. Rate adjustments will not be automatic. The most recent twelve (12) month period ending December 31st will be used to compute the percentage change in CPI-U. Current year pricing **will** be retained for an additional, successive year if the CPI-U is not greater than zero percent (0%) or if the successful Vendor fails to submit a rate adjustment by the deadline. If a rate adjustment is requested, the Purchasing Department will provide notification of allowable increases, if applicable, by April 1st.

- B. LICENSE:** The successful Responder(s) must be properly licensed, bonded, and registered to conduct business in the State of Florida.
- C. PRIOR EXPERIENCE:** The successful Responder(s) shall have been actively involved in the monitoring of disaster-related debris removal and disposal within the last three (3) years. In response to this RFP, each Responder shall furnish at least three (3) references who can verify the Responder's experience.

- D. BACKGROUND SCREENING REQUIREMENTS:** The Successful Responder(s) will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the Responder and all of its employees who provide services under this Agreement have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the District in advance of the Responder providing any services on District property while students are present. Responder will bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Responder and its employees. The Responder will follow the procedures for obtaining employee background screening as outlined on the Escambia County School District Website: <http://ecsd-fl.schoolloop.com>. Responder will provide school a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Responder will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. The parties agree that in the event that Responder fails to perform any of the duties described in this paragraph, this will constitute a material breach of the Agreement entitling the District to terminate immediately with no further responsibility to make payment or perform any other duties under this Agreement. Responder agrees to indemnify and hold harmless the District and its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Responder's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.
- E. THE RESPONDER AS AN INDEPENDENT CONTRACTOR:** The Responder shall have sole control over the manner and means of providing the services performed under this Agreement. The Responder's relationship to the District under this Agreement shall be that of an Independent Contractor. The Responder, nor its subcontractors, will be considered an agent or employee of the District for any purpose.
- As an Independent Contractor, the Responder and its subcontractors are responsible for all taxes incident to payments for services herein, including without limitation, all state and federal income taxes, payroll and other taxes, and Workers' Compensation.
- F. CONFLICT OF INTEREST:** The Responder affirms that, to the best of its knowledge, there exists no actual or potential conflict between the Independent Contractor's family, business, or financial interests and its services under this Agreement; and, in event of change in either its private interests or services under this Agreement, the Responder will raise with the District any questions regarding possible conflict of interest which may arise as a result of such change.
- G. COMPLIANCE WITH LAWS:** The Responder agrees to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority. The Responder shall obtain from third parties, including State and local governments, all licenses and permissions necessary for the performance of the work.
- H. GOVERNING LAWS:** This Agreement is to be governed and construed in accordance with the laws of the State of Florida. The parties agree that jurisdiction for the resolution of any legal issues arising out of this Agreement shall be solely with the Circuit Courts of Escambia County, Florida. The parties hereby waive venue in any other forum.
- I. EXAMINATION OF RECORDS:** The Responder agrees that the District, the Comptroller General of the United States of America and/or the Inspector General of the Federal Sponsoring Agency, and the Auditor General of the State of Florida or their duly authorized representatives shall have access to, and the right to examine, any directly pertinent books, papers, and records of the Responder involving transactions related to this Agreement until the expiration of five (5) years after final payment under this Agreement or such longer period as required by law.
- J. EX PARTE COMMUNICATION:**
1. Ex parte communication, whether verbal or written, by any potential Responders or representatives of any potential Responders to this solicitation with District personnel involved with or related to this RFP, other than as expressly designated in this document,

is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the Responders' offer.

2. Ex parte communication whether verbal or written, by any potential Responders or representative of any potential Responders to this solicitation with District Board members is also prohibited and will result in the rejection/disqualification of the Responders' offer.
 3. Any current meetings the Responder has with District staff and administration, or instructional personnel, shall at no time include any conversation regarding the RFP.
- K. COVENANT AGAINST CONTINGENT FEES:** The Responder warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an Agreement or understanding for a commission, percentage, brokerage, or contingency fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Independent Contractor for purposes of securing business. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingency fee.
- L. USE OF LOCAL RESOURCES:** As per current FEMA regulations, the Contractor(s) shall give first priority to utilizing resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts, and employing workers.
- M. ACCIDENT PREVENTION:** Precautions shall be exercised at all times for the protection of persons and property. All Contractors and associated subcontractors shall conform to all Occupational Safety and Health Administration (OSHA), State, and County regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities due to inadequate compliance with these requirements shall be borne solely by the responsible Responder. Barricades shall be provided by the Responder when work is performed in areas traversed by persons or when deemed necessary by the Director of Maintenance or designee.
- N. ASSIGNMENT OF WORK:** The District reserves the right to assign locations as it deems necessary. If, in the District's opinion, the debris within a zone cannot be cleared in a timely manner by a single Contractor, the District reserves the right to assign multiple Contractors to a single location.
- O. AMENDMENTS AND MODIFICATIONS:** Any amendments or modifications to this Agreement must be made in writing and upon mutual consent of the Parties.
- P. RIGHT OF INSPECTION/COOPERATION WITH FEMA, STATE, OR OTHER AGENCIES:** In the event that services performed under this Agreement could be reimbursable from FEMA or other federal, state, or local programs or grants, the awarded Responder(s) will work with the District and/or its designated representatives of any organization providing reimbursement to the extent necessary to provide all required information for reimbursement. This information may include but not be limited to backup documentation and/or justification for all costs, list(s) of materials and/or equipment used, including amount and/or time of usage, and hours and rates of labor performed in the completion of work relating to this Agreement. Failure to supply information requested could result in non-payment.
- Q. FORCE MAJEURE:** A "Force Majeure Event" is defined as fire, flood, earthquake, acts of God, wars, riots, civil unrest, vandalism, acts of terrorism, or any other similar cause beyond the reasonable control of either Party (the District or the Responder) which make it illegal, impossible, or unreasonable for the Party to perform as originally contracted under this Agreement, except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans, or other means. In the event that a Force Majeure Event prevents the Responder from executing its responsibilities under this Agreement, the Responder must immediately notify the District. The District will not hold the Responder in default of this Agreement if the Responder's non-performance is directly

caused by a Force Majeure Event. A strike, lockout, or labor dispute shall not constitute a Force Majeure Event and shall not excuse the Responder from its obligations under this Agreement.

- R. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:** In accordance with Chapters 215 and 287, Florida Statutes, the District is prohibited from, or limited in its ability to, contract with companies on the Scrutinized Companies lists created pursuant to Ch. 215, Florida Statutes. This includes companies with activities in Sudan, with activities in the Iran Petroleum Sector, and/or companies which boycott Israel. "Companies" is defined to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit." By submitting a response to this solicitation, a respondent certifies that it and all related entities of respondent as defined above are not on such Scrutinized Companies lists. The respondent is specifically required to complete the State of Florida Vendor Certification Regarding Scrutinized Companies Lists form included within this solicitation. Any multi-year agreement award resulting from this solicitation shall further require the awarded vendor to recertify prior to each renewal of the agreement that it and its related entities are not on statutory Scrutinized Companies lists. The School Board (or District) may terminate any agreement resulting from this solicitation if the vendor or a related entity as defined above is found to have submitted a false certification or been placed on a statutory Scrutinized Companies list. Notwithstanding the preceding, the District reserves the right to and may permit a company on such lists to be eligible for, bid on, submit a proposal for, or enter into or renew a contract, should the District determine, on a case-by-case basis and in its sole discretion, that the conditions set forth in Section 287.135(4) are met.
- S. E-VERIFY:** Pursuant to § 448.095(2) Florida Statutes (2020), Responder shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all new employees hired by Responder prior to entering into a Contract involving labor or providing goods or services to the Escambia County School District (ECSD) or Escambia County School Board (ECSB). ECSD or ECSB may request or require evidence of registration with E-Verify. Responder shall also include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or ECSB on its behalf, register with and use the E-Verify system to verify the work authorization status of all new employees hired by the subcontractor while performing labor or providing goods or services for ECSD or ECSB. Additionally, Responder shall include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or ECSB on its behalf provide Responder with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien as defined in 8 U.S.C. § 1324a(h)(3). Responder shall maintain a copy of such affidavit for the duration of its contract with ECSD or ECSB and will furnish a copy of such affidavit as may be required or requested. Further, it is understood and accepted that a Contract may be terminated for failure to comply with the requirements of § 448.095 Florida Statutes and the Responder shall be ineligible for award for a period of at least one (1) year. Responder will certify compliance by completing the attached State of Florida Vendor Certification Regarding E-Verify form (Attachment I) included herein.
- T. SUBCONTRACTING:** No portion of this Agreement may be assigned to a subcontractor without the prior written approval of the District. Additionally, the subcontracted portion of the Agreement may not exceed twenty-five percent (25%) of the total work for the related Purchase Order without the District's prior written approval.
- U. MISCELLANEOUS:**
1. The District will not be liable for any cost incurred in the preparation of Proposals.
 2. The submission of a Proposal shall be prima facie evidence that the Proposer has full knowledge of the scope, nature, quantity and quality of work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed.
 3. The Proposer shall furnish the District such additional information as the District may reasonably require.

4. The District will not be liable for any costs not included in the Proposal and subsequent contracted-for-costs.
5. The District reserves the right to reject any and all Proposals, and the right, in its sole discretion, to accept the Proposal it considers most favorable to the District's interests. The District further reserves the right to reject all Proposals and to seek new Proposals when such a procedure is reasonable and in the best interest of the District.
6. The District reserves the right to waive any of the conditions or criteria set forth in this RFP.
7. The District reserves the right to purchase unlimited quantities of services under this Agreement for any facility operated by the District.

V. ADDITIONAL FEDERAL REQUIREMENTS: While not provided as separate certifications in this RFP, by signing this Proposal, the signatory attests to the applicable certification provisions listed below:

1. Title VI of Civil Rights Act of 1964, as amended, USDA regulations implementing Title IX of the Education Amendments, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, 7 C.F.R. Parts 15, 15a and 15b, and FNS Instruction 113-1, Civil Rights Compliance and Enforcement-Nutrition Programs and Activities, and any additions or amendments.
2. The Clean Air Act (42 U.S.C. § 7401 et seq.), the Clean Water Act (33 U.S.C. § 1311–1330, § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1.1 et seq.).
3. Certification Regarding Lobbying pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. Part 3018).
4. Disclosure of Lobbying Activities pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. Part 3018).
5. Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).
6. Contract Work Hours and Safety Standards Act (29 C.F.R. Part 5). 9
7. Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 and Department of Labor Regulation (41 C.F.R. Chapter 60).
8. Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3).
9. Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).
10. The vendor is subject to the provisions of Section 2209d of Title 7 of the United States Code due to the use of federal funds for the food service program. All announcements and other materials publicizing this program must include statements as to the amount and proportion of federal funding involved.
11. Rights to Inventions Made Under a Contract or Agreement [2 CFR 200.326 Appendix II (F)].
12. Procurement of Recovered Materials (§200.322), EPA (40 CFR Part 247).
13. Breach of Contract [2 CFR Appendix II to Part 200 (b)].
14. Byrd Anti-Lobbying [2 CFR 200.326 Appendix II (J)].
15. Small, Minority/Disabled Service Veteran, and Women-owned businesses are encouraged to register with the Florida Department of Management Services Office of Supplier Diversity at: <https://osd.dms.myflorida.com>

- W. ELECTRONIC SIGNATURES:** Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed. All electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IV. SPECIFICATIONS AND SCOPE OF WORK

The awarded Responder(s) shall supply all labor, materials, equipment, and other supplies necessary to monitor the collection and removal of debris from District property in the event of a declared disaster. Activities include, but are not limited to, monitoring debris pickup, debris hauling, debris management, and final disposal of debris to an approved facility. All debris monitoring activities shall comply with current FEMA guidance and other applicable federal, state, and/or local regulations. Proper documentation by the awarded Responder(s) is required for all debris removal monitoring operations to ensure reimbursement to the District. The awarded Responder(s) shall coordinate all work with the Director of Maintenance or designee. Employees of the awarded Responder(s) must be badged by the Escambia County School District or through the State of Florida.

A. PERSONNEL REQUIREMENTS AND RESPONSIBILITIES

The awarded Responder(s) shall supply one (1) project manager and a sufficient number of trained debris monitors and field supervisors to accommodate the volume of debris to be removed at loading or disposal sites.

Project Manager

The awarded Responder(s) shall provide one (1) on-site project manager responsible for overall administration and coordination of the debris monitoring services required to oversee debris removal operations. Services include, but are not limited to:

- communicating and coordinating with the District Director of Maintenance or designee;
- scheduling debris monitoring resources and deployment timing;
- providing a Daily Activity Report to the Director of Maintenance including the number of debris monitors assigned to each location for the day, number of hours worked, and an estimation of completion progress;
- communicating to the Director of Maintenance or designee any issues that may affect FEMA reimbursement;
- serving as an authorized signatory for the Contractor for activation of the Agreement
- responding on site within twelve (12) hours of notification as a member of the Rapid Response Crew (RRC);
- ensuring all invoices and required documentation are submitted to the Director of Maintenance or designee in a timely manner in accordance with the Agreement;
- responding to and documenting any issues that could affect eligibility or reimbursement; and
- providing any status reports or final reports as requested by the Director of Maintenance or designee.

Field Supervisors

The awarded Responder(s) shall provide one (1) debris monitoring field supervisor for no more than ten (10) debris monitors. Services include, but are not limited to:

- managing debris monitors;
- providing suggestions to improve the efficiency of collection and removal of debris;
- coordinating daily activities and future planning;

- identifying, addressing, and troubleshooting any questions or problems that could affect work area safety and eligibility;
- supervising the accurate measurement of load hauling compartments, ensuring all truck certifications are complete and available to all parties, and providing a list of certified equipment to the Director of Maintenance or designee; and
- responding on site within twelve (12) hours of notification as a member of the RRC.

Debris Monitors

The awarded Responder(s) shall provide trained debris monitoring personnel to oversee the loading of eligible debris at collection sites and verification of load capacity and documentation at designated disposal sites. Services include, but are not limited to:

- ensuring that accurate, legible, and complete documentation is provided through load tickets, truck certifications, and/or other logs and reports, as required;
- accurately measuring load hauling compartments and accurately computing and documenting volume capacity in cubic yards (CY) for all contractor trucks and trailers prior to commencement of debris hauling operations;
- maintaining photo documentation of the debris removal trucks and activities, specifically of the hazardous stump removal process, hangers, leaners, or tree removal and/or other special or unusual occurrences in the field;
- ensuring that all debris is removed from trucks at designated sites;
- remaining in regular contact with dispatch center or field supervisor; and
- performing other duties as directed by the dispatch/staging operation, Director of Maintenance, or other designated personnel.

B. GUIDELINES FOR MONITORING DEBRIS ELIGIBILITY AND PERFORMANCE OF WORK:

The most current version of each of the following publications must be reviewed when determining whether debris is eligible and in what way work should be performed under this Agreement. The following publications and documents shall be referred to, collectively, as the “Rules and Guidelines” for the purposes of this Agreement:

- Public Assistance Grant Program Guidelines;
- FEMA Publication 321 – Public Assistance Policy Digest;
- FEMA Publication 322 – Public Assistance Guide;
- FEMA Publication 323 – Public Assistance Applicant Handbook;
- FEMA Publication 325 – Debris Management Guide;
- all applicable state and federal Disaster Specific Guidance documents; and
- FEMA fact sheets and policies.

In the event of ambiguity in the Rules and Guidelines, or conflicts between this Agreement and the Rules and Guidelines, Contractor shall defer to the Director of Maintenance or designee who will obtain the final ruling from the appropriate agency (i.e. FEMA, the State of Florida, etc.).

C. ELIGIBLE DEBRIS: Responder(s) must consult the Rules and Guidelines to determine specific eligibility requirements for each debris type listed. General debris categories include, but are not limited to, the following:

- vegetative debris;
- hazardous trees;
- hazardous hanging limbs;
- hazardous tree stumps;

- construction and demolition (C&D) debris;
- hazardous waste;
- white goods;
- soil, mud, and sand;
- vehicles and vessels; and
- putrescent debris.

- D. MOBILIZATION:** Refer also to Attachment C: Mobilization Checklist. Within twenty-four (24) hours of the District being placed in the National Oceanic Atmospheric Administration (NOAA) five (5) day hurricane forecast, the Director of Maintenance or designee shall contact the Contractor regarding potential Agreement activation. The Contractor shall designate a point of contact for the District prior to a mandatory evacuation of the District or upon authorization from the District. It shall be the Contractor's responsibility to maintain regular contact with the Director of Maintenance or designee prior to any known threats to determine the timing of proposed mandatory evacuations. The Contractor shall review this Agreement upon notification from the Director of Maintenance or designee. The RRC consisting of the Project Manager and at least one (1) field supervisor shall arrive on site in the District within twelve (12) hours following notification of Agreement activation from the Director of Maintenance or designee. Within forty-eight (48) hours following Agreement activation, the Contractor shall have one hundred percent (100%) of the resources requested by the District mobilized on site in the District. For unforeseen events (e.g. tornadoes), the Contractor shall report to the District within eight (8) hours after mobilization orders are issued by the Director of Maintenance or designee. Responder(s) shall be responsible for all mobilization costs.
- E. PURCHASE ORDERS:** Due to the emergent nature of the work, the District shall authorize work under this Agreement via written notice of activation of the Agreement. After the Agreement is activated, a Purchase Order authorizing payment will be issued as soon as administratively possible. Under no circumstances shall the District be liable for any unauthorized work performed under this Agreement. Purchase Orders may be issued via electronic transmission (i.e. e-mail) or by hard copy.
- F. PERMITS AND FEES:** Contractor(s) shall obtain all permits and incur all fees as required by the current federal, state, and local laws and regulations. Throughout the duration of this Agreement, Contractor shall maintain proper equipment, permits, and licensure as required by all current applicable laws and regulations.
- G. SAFETY:** The Contractor(s) shall be responsible for maintaining safety at all work sites. The Contractor(s) shall take all reasonable steps to ensure safety for both workers and visitors to debris collection sites. The Contractor(s) shall communicate any problems that could affect work area safety to the Director of Maintenance or designee.
- H. WORK HOURS:** Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the Director of Maintenance or designee and the Contractor(s).
- I. LIQUIDATED DAMAGES:** If the District's operations are impaired due to the Contractor(s)'s non-performance under this Agreement, the District reserves the right to pursue any and all available legal and equitable remedies in the event of failure by the Contractor(s).
- J. INVOICING AND PAYMENTS:** Services performed under this Agreement will be compensated using Attachment A: Price Proposal. Upon completion of authorized work, a detailed invoice must be submitted to the Maintenance Department, Attention: Assistant Director of Maintenance, 30 East Texar Drive, Pensacola, Florida 32503. Invoices may be emailed with the written consent of the Director of Maintenance or designee. Per FEMA guidelines, invoices must be submitted regularly, and for no more than thirty (30)-day periods. The awarded Responder(s) shall invoice in accordance with the District's Purchase Order, and must reference the Purchase Order number on all invoices. A copy of all Daily Activity Reports shall be submitted along with the invoice.

Invoices will **not** be approved for payment unless they conform to the requirements of this section and the work has been accepted by the Director of Maintenance or designee.

The Contractor(s) shall be responsible for all costs not included in this Agreement. The District shall only provide compensation under this Agreement per the hourly rates proposed in Attachment A by the awarded Contractor(s). Hourly bill rates shall be billable in fifteen (15) minute increments. No separate payment will be made for mobilization and demobilization operations. These, and any other ancillary costs, are to be included in the hourly rates proposed for debris monitoring. The Contractor(s) must submit a final invoice and all required documentation within thirty (30) days of completion of a project. Completion of all work for the project will be acknowledged, in writing, by the Director of Maintenance.

In the event any portion of this scope of services is to be funded by State or Federal funds, the Contractor(s) will comply with all requirements of the state or federal government applicable to the use of the funds. The District will only pay for those items deemed Eligible by the Rules and Guidelines.

V. QUESTIONNAIRE AND RESPONSE

Responder(s) shall provide the information requested in this section by completing Attachment B – Response to Questionnaire and submitting it in the manner prescribed in Section VIII.B (below).

A. COMPANY PROFILE (MAXIMUM – 28 POINTS): Provide the following information and documentation:

1. primary focus of business dealings as stated on Responder's Florida Business License;
2. number of years of experience in providing disaster debris monitoring services;
3. location of corporate office and location of office from which services for the District will be provided;
4. total number of employees;
5. organizational chart;
6. contact names with regular and after-hours phone numbers; and
7. a copy of the Responder's current State of Florida Business License. Pending licenses will NOT be accepted.

B. REFERENCES (MAXIMUM – 12 POINTS):

Provide a list of references for whom you have provided services similar to those outlined in this RFP. Past performance with the District may also be considered in this section; however, the District may not be used as one of the required references. References must be from at least three (3) different entities. The reference list shall include: the client's name and address, contact name, phone number, email address, type of services provided, and the length of time that your company has held a contract for services with the reference. By providing the reference information, you are authorizing the District to contact the reference to ask questions and obtain information relative to your performance with said reference. Responder should notify the references named in this section that they may be contacted by the District.

VI. PRICE PROPOSAL (MAXIMUM – 60 POINTS)

In a separate sealed envelope, provide your completed Attachment A – Price Proposal for the services described in Section IV – Specifications and Scope of Work or Services. No pricing will be given consideration until all proposals are evaluated based on qualification items in Section V.A. through V.B.

VII. EVALUATION CRITERIA

Points will be awarded based on the responses in each proposal received. The number of points in parenthesis is the total potential points for award. Points awarded by each member of the evaluation committee shall be averaged to determine the total quantity of points awarded in each of the below

categories. The District reserves the right to make multiple awards based on the RFP and will rank the awarded Responder(s) based on the below points system. Requests for services and Agreement activation will be to awarded Responder(s) in the order of their ranking and the utilization of more than one (1) awarded Responder will depend on the magnitude of the emergency.

A. QUESTIONNAIRE AND RESPONSE (40 POINTS):

1. Responses to each paragraph in Section V. A. shall be awarded a maximum of four (4) points. A possible total of twenty-eight (28) points will be available for this section.
2. The evaluation committee will determine the score for Section V. B. based on a combination of past performance with the District and the responses provided by the Responder's references. A possible total of twelve (12) points will be available for this section.

B. PRICE PROPOSAL (60 POINTS): The maximum total points will be awarded to the Responder with the most competitive Price Proposal. All other Responders will be awarded less than the total maximum points based on their comparison to the most competitive Price Proposal.

Lack of a response for any item above will result in zero (0) points for that item. All attachments shall be clearly marked and reference the appropriate item. Additional information may be submitted by the Responder; however, the evaluation committee shall be solely responsible for determining the weight such information will be assigned, if any. Responses received which do not contain ALL items listed in this section may be considered non-responsive at the sole discretion of the District. The Agreement will be awarded to the Responder(s) deemed to be, overall, the most responsive and capable to meet and perform according to the RFP specifications and scope of work.

VIII. PREPARATION AND SUBMISSION REQUIREMENTS

Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole discretion of the District.

A. COMMUNICATION AND QUESTIONS: Due to time constraints, it is recommended Responders send any questions regarding this solicitation to the designated Purchasing Agent below using a method that can be tracked (email, certified mail, overnight courier, etc.); email or submittal via BidNetDirect.com is preferred. The deadline for submitting questions concerning this RFP is **Tuesday, April 4, 2023 at 12:00 p.m., CST.**

All changes in the specifications contained within this RFP will be made by Addendum. All Addendums concerning this RFP will be posted to the Purchasing Department's webpage located at <http://ecsd-fl.schoolloop.com/purchasing/bids>. It is the sole responsibility of each Responder to contact the Purchasing Agent responsible for this solicitation or visit the District's website to determine if any Addendums have been issued in order to obtain said Addendum(s). Any applicable Addendums and/or responses to questions received will be posted to the Purchasing Department's Current Bid Activity webpage by **Friday, April 7, 2023 at 5:00 p.m., CST.**

In order for the Escambia County School District (the District) to ensure fair and equal treatment of all participating Responders, the below named individual is the District's only designated representative for this RFP. Responders shall contact this representative for all information regarding this RFP. **Responders who contact any other District employee, staff, or Board members regarding this RFP are subject to disqualification from participating in this solicitation.**

Allison Watson, Director of Purchasing and Business Services
Purchasing Department
Escambia County School District
75 N. Pace Blvd.
Pensacola, FL 32505
Email: awatson@ecsdfl.us

SUBMISSION REQUIREMENTS: All documents listed below must be returned in their entirety, either in person, by mail, or submitted electronically via bidnetdirect.com. Failure to return all pages of the entire document or any of the items listed below may result in your Proposal not being accepted. Modifications or alterations to this RFP document are prohibited and will result in the rejection of your Proposal.

1. **The entire RFP document (Pages 1 - 31) must be returned when offering.** The signature on the first page must be an original or electronic signature. No fax or email documents will be accepted. In the event that the Responder makes an error on entering any information and enters a correction, the Responder must initial the change(s). Any Proposal submitted with strike over or white out corrections that are not initialed will be rejected as a non-responsive Proposal.
2. **Return your original Proposal.** Your original Proposal, excluding your Price Proposal, must be submitted in a sealed envelope which must be clearly labeled “**RFP #231401 – DISASTER DEBRIS REMOVAL MONITORS**” on the outside of the package.
3. **Price Proposal:** This form must be completed **in its entirety** and signed in the space provided. If mailing, the original Price Proposals must be provided in a **separate, sealed envelope** which must be clearly labeled “**PRICE PROPOSAL; RFP #231401– DISASTER DEBRIS REMOVAL MONITORS.**” **If submitting electronically, the Price Proposal shall be submitted in a separate PDF file.** Please ensure that your company’s name is notated where indicated on each page of your Price Proposal. Failure to return this form will result in your Proposal not being accepted. Refer to Attachment A.
4. **Response to Questionnaire:** The following items must be completed per Attachment B and included with Responder’s Proposal. Responder’s company name should be listed on each page of Attachment B and any additional attachments, and the form must be signed in the space provided. Failure to return this form and all of the requested items will result in your Proposal not being accepted.
 - i. **Company Background and Experience:** This item must be completed per Section V.A. (See Page 14).
 - ii. **References:** This item must be completed per Section V.B. (See Page 14).
5. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:** This form must be completed in its entirety, signed, and returned with the Responder’s Proposal. Failure to return this form will result in your Proposal not being accepted. Refer to Attachment D.
6. **Escambia School District Public Records Addendum:** This form must be initialed and returned with the Responder’s Proposal. Refer to Attachment E.
7. **Escambia School District Risk Management Addendum:** This form must be initialed and returned with the Responder’s Proposal. Refer to Attachment F. Contractor shall furnish proof of the required insurance by certificate of insurance prior to the start of any work.
8. **Drug Free Workplace:** This form while not required, will be a determining factor in award between two Proposals equal in price, quality, and service. If submitting, this form must be signed and returned with the Responder’s Proposal. Refer to Attachment G.
9. **Vendor Certification Regarding Scrutinized Companies Lists:** This form must be completed in its entirety, signed, and returned with the Responder’s Proposal. Refer to Attachment H.
10. **Vendor Certification Regarding E-Verify:** This form must be completed in its entirety, signed, and returned with the Responder’s Proposal. Refer to Attachment I.
11. **Non-Collusion Affidavit:** This form must be completed in its entirety, signed, and returned with the Responder’s Proposal. Failure to return this form will result in your Proposal not being accepted. Refer to Attachment J.

A Submission Checklist has been provided in Attachment K (Page 31) to assist Responders in ensuring that their respective Proposal includes all of the required documents and attachments. **All Proposals and pricing must be received no later than Tuesday, April 18, 2023 at 1:30 PM, CST.** When utilizing the US Mail service or other delivery methods, it is recommended that the Responder use a method of delivery that can be tracked (certified mail, overnight courier, etc.). The Responder is responsible for the timely delivery of the full Proposal to the following address:

Escambia County School District
Purchasing Department
Attention: Allison Watson, RFP #231401
75 N. Pace Blvd.
Pensacola, FL 32505

Any Proposal received after the stated time and date or delivered to any other location **will not** be considered but will be retained by the District.

IX. EVALUATION AND AWARD

A. PROPOSAL EVALUATION PROCESS:

1. Proposals are received and publicly opened. Only names of Proposers are read at this time.
2. An Evaluation Committee will review, convene, and evaluate all Proposals submitted based on the factors set forth in the RFP. Purchasing personnel will participate in an administrative and advisory capacity only.
3. The Evaluation Committee reserves the right to interview any or all Proposers and to require a formal presentation with the key people who will administer and be assigned to work on the Agreement before recommendation of award. This interview is to be based upon the written Proposal received. The District will not be liable for any costs incurred by the Proposer in connection with such interviews (i.e., travel, accommodations, etc.).
4. All Proposals will be evaluated in accordance with the evaluation criteria specified in this document. Information derived by investigation and overall due diligence of District staff will be considered. Based on the Proposals received, the District may elect to proceed based on any of the following options, but will not necessarily be limited only to these options: (1) Award to the best initial Proposal without any further discussion or negotiation; (2) Negotiate with the highest ranked Proposer; or, (3) Allow the top ranked Proposers to make oral presentations.
5. Proposers are advised to provide their best offer with the initial Proposal because the District reserves the right to award an agreement(s) based on initial Proposals without further discussion or negotiation.
6. The Proposal most advantageous to the District in its sole discretion will be selected. The District reserves the right to negotiate out unacceptable clauses or restrictions incorporated within an otherwise acceptable Proposal. In the event that a mutually acceptable agreement between the District and the selected Proposer(s) cannot be successfully negotiated and executed, the District reserves the right to discontinue negotiations with such Proposer(s) and to negotiate and execute an agreement with the next-ranked Proposer(s).
7. The District reserves all rights, in its sole discretion, not to issue an award to any Proposers, to cancel this RFP at any time, to reissue this RFP for any reason, or a combination of any or all of the above. The District will not be liable to any Proposer for any costs incurred in connection with this RFP as a result of any of the above stated actions taken by the District.
8. The Purchasing Department will prepare and submit a recommendation agenda item to the Superintendent of Schools, Escambia County, Florida. The Superintendent will then

recommend the award(s) to the School Board. The School Board will then approve or reject the recommendation.

B. DISTRICT'S RIGHTS AND RESERVATIONS:

1. The District reserves the right to accept or reject any or all Proposals.
2. The District reserves the right to waive any irregularities and technicalities and may at its sole discretion request clarification or other information to evaluate any or all Proposals.
3. The District reserves the right, before awarding the Agreement, to require Proposers(s) to submit additional evidence of qualifications or any other information the District may deem necessary.
4. The District reserves the right, prior to its Board approval, to cancel the RFP or portions thereof, without liability to any Proposers or the District.
5. The District reserves the right to: (1) accept the Proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any and/or all items proposed.
6. The District reserves the right to further negotiate any Proposal, including price, with the highest rated Proposers. If an agreement cannot be reached with the highest rated Proposer(s), the District reserves the right to negotiate and recommend award to the next highest ranked Proposer or subsequent Proposer(s) until an agreement is reached.

X. BID PROTEST POLICY

Any person or company whose substantial interests are directly and adversely affected by the award or intended award of an ITB, RFP, ITN or contract may file a protest in accordance with the rules set forth herein.

- A. The District reserves the right to reject all proposals submitted and re-solicit at any time during the solicitation process.
- B. In the event the products or services that are the subject of the Invitation to Bid, Request for Proposal, Invitation to Negotiate are essential to the operations of the District, the School Board in order to assure supply of material or continuation of services may direct the award recommendation as presented conditioned upon and subject to the findings of a formal administrative hearing. As such, the Board shall authorize the Director of Purchasing and Business Services to negotiate and enter into a short-term contract with the proposed awardee or to purchase essential materials/services on an as needed basis.
- C. Solicitation award recommendations and tabulations will be posted for seventy-two (72) hours in the Purchasing and Business Services Department and on its website. Failure to file a "Notice of Protest" during this seventy-two (72) hour period, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under School Board Rule and Florida Statutes. It is the Contractor's responsibility to insure timely filing and receipt of protest by the Purchasing and Business Services Department.
- D. Within ten (10) days, not including Saturdays, Sundays and District holidays, of filing the Notice of Protest, the Protester shall file a formal written protest with the Purchasing and Business Services Office. The formal written protest shall state with particularity the facts and law on which the protest is based. At the time of filing the formal written protest, the Protester shall post a Protest Bond to defray the costs incurred by the Board in considering the protest. The Bond, payable to the Board, shall be in the amount equal to five percent (5%) of the estimated amount of the contract or ten thousand dollars (\$10,000.00), whichever is greater, not to exceed twenty-five thousand dollars (\$25,000.00).
 1. The Protest Bond shall be in the form of a surety bond, cash, or certified funds, and shall be conditioned upon payment of all costs and charges which may be incurred by the Board

in considering the protest if the Board prevails. In the event the Protest is withdrawn prior to a formal hearing or the Protester prevails as determined by the findings of an independent Hearing Officer, the Bond will be refunded to the Protester.

- 2.** Failure to file the Notice of Protest, formal written protest and/or Protest Bond within the time permitted shall constitute a waiver of proceedings under Board Rules and Florida Statutes. The Protester has the responsibility to insure timely filing of the Notice of Protest, formal written protest and/or Protest Bond and receipt of same by the Purchasing and Business Services Office.
- E.** Communications shall continue between the Protester and the Purchasing and Business Services Department and/or their legal counsel for seven (7) days, not including Saturdays, Sundays and state holidays from filing the formal written protest in an effort to mutually resolve the protest. The parties may mutually extend the seven (7) workday time period. If the subject of a protest is not resolved by mutual agreement within seven (7) days, excluding Saturdays, Sundays, and state holidays, after receipt of the formal written protest, the Board shall refer the protest to the Florida Division of Administrative Hearings (DOAH).
- F.** The Florida Division of Administrative Hearings (DOAH) will assign an Administrative Law Judge (ALJ) to serve as an impartial Hearing Officer. A date, time and location will be set for an administrative hearing within thirty (30) days.

 - 1.** The parties shall arrange to have all witnesses and evidence present at the time and place of hearing. Subpoenas will be issued by the ALJ upon request of the parties. All parties have the right to present oral argument and to cross-examine opposing witnesses. All parties have the right to be represented by counsel or other qualified representative, in accordance with Florida Administrative Code Rule 28-106.106. Failure to appear at this hearing may be grounds for closure of the file without further proceedings.
 - 2.** The ALJ shall render his findings of fact and ruling of law. Each party shall be allowed ten (10) days in which to submit written exceptions to the recommended order. A final order shall be submitted within thirty (30) days of the entry of the recommended order to the School Board to be adopted for resolution and disposition of the protest.
 - 3.** If the Protester prevails, the Board shall return the Protest Bond to the Protester.
 - 4.** If the Board prevails, the Protester will submit payment for all costs and charges, such as ALJ and court reporter fees. Each party will be responsible for their own attorney fees regardless of the findings of the ALJ. Upon settlement of all cost and charges the Protest Bond will be returned to the Protester.

ATTACHMENT A
Price Proposal

Responder shall enter pricing for each type of service listed below. Proposed hourly rates must include all applicable costs associated with providing the services outlined in Section IV - Specifications and Scope of Work. The hourly rate shall include all ancillary costs including but not limited to profit, benefits, overhead, and overtime pay. All work completed under this Agreement shall be billed and paid in accordance with the prices established in this Attachment A. Responder must use Daily Activity Reports as backup documentation for all applicable invoices per Section IV-J. The District will not provide compensation under this Agreement for any work which is not invoiced using these rates.

| Item No. | Description of Service | Hourly Rate |
|-----------------|-------------------------------|--------------------|
| 1 | Project Manager | |
| 2 | Field Supervisors | |
| 3 | Debris Monitors | |

RESPONDER'S AUTHORIZED SIGNATURE:

DATE:

ATTACHMENT B
Response to Questionnaire

I. COMPANY PROFILE: Refer to Section V. A.

1. **Primary Focus of Business:** _____

2. **Years of Experience:** _____

3. **Location of Corporate Office:** _____

Location of Office to Serve the District: _____

4. **Total Number of Employees:** _____

5. **Organizational Chart:** Provide as a separate attachment.

6. **Contact Information**

a. **Name:** _____

b. **Phone Number:** _____

c. **After-Hours Phone Number:** _____

7. **Copy of Current State of Florida Business License:** Provide as a separate attachment.

II. REFERENCES: Refer to Section V. B.

1. **Reference #1**

a. **Company Name:** _____

b. **Address:** _____

c. **Contact Name:** _____

d. **Phone Number:** _____

e. **Email Address:** _____

f. **Length of Contract:** _____

2. **Reference #2**

a. **Company Name:** _____

b. **Address:** _____

c. **Contact Name:** _____

d. **Phone Number:** _____

e. **Email Address:** _____

f. **Length of Contract:** _____

3. Reference #3

- a. **Company Name:** _____
- b. **Address:** _____
- c. **Contact Name:** _____
- d. **Phone Number:** _____
- e. **Email Address:** _____
- f. **Length of Contract:** _____

RESPONDER'S AUTHORIZED SIGNATURE:

DATE:

**ATTACHMENT C
MOBILIZATION CHECKLIST**

The following checklist shall be used as a guide. Contractor shall refer to the full Specifications and Scope of Work for a more complete description of services.

| Post-Award | |
|-------------------------|---|
| | 1. Ensure all designated Contractor and subcontractor employees are badged through the State of Florida or the District. |
| | 2. Ensure all equipment and supplies are operational and safe for travel. |
| | 3. Ensure all applicable licenses and permits are current. |
| | 4. Ensure that the contact information provided to the District for the designated point of contact is current. |
| Pre-Mobilization | |
| | 1. Contractor receives notification from the Director of Maintenance that Agreement activation is pending. Contractor maintains regular contact with Director of Maintenance to determine timing of proposed mandatory evacuations. |
| | 2. Contractor shall review the Agreement to ensure full understanding of all services to be performed. |
| Mobilization | |
| | 1. Disaster strikes the District. |
| | 2. The District activates the Agreement for commencement of work. A Purchase Order (PO) will be issued as soon as administratively possible after the Agreement is activated. |
| | 3. Rapid Response Crew (RRC) arrives on site within twelve (12) hours of notification by the Director of Maintenance. |
| | 4. Within forty-eight (48) hours after notification by the Director of Maintenance, Contractor(s) arrives on site with one hundred percent (100%) of the resources requested by the District. |

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 2 CFR Part 417, Subpart C, Responsibilities of Participants Regarding Transactions Doing Business with Other Persons.

(Please read instructions below before completing Certification)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME

SPONSOR AGREEMENT NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE(S)

DATE

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

ATTACHMENT E
ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM

CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Section 119.0701(1)(a), F.S. defines a "contractor" as "an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2)." To the extent CONTRACTOR fits within the foregoing definition, pursuant to Section 119.0701, F.S., CONTRACTOR agrees to comply with all public records laws, specifically to:

A. Keep and maintain public records required by the School Board to perform the service.

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS7 for Public Schools. (See <http://dos.myflorida.com/library-archives/records-management/general-records-schedules>)

2. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the School Board. Contractor's records under this Agreement include but are not limited to supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

B. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. If a Contractor does not comply with the School Board's request for records, School Board shall enforce the provisions in accordance with the contract.

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 for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to School Board.

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL BOARD OF ESCAMBIA COUNTY, CUSTODIAN OF PUBLIC RECORDS AT (850)469-6131, SPAYNE2@ECSDFL.US, OR 75 NORTH PACE BLVD., PENSACOLA, FL 32505.

A Contractor who fails to provide the public records to the School Board within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Approved:

Initials of Each Signatory:



Ellen D. Odom, General Counsel
Escambia County, School Board
75 N. Pace Blvd., Pensacola, FL 32505

05/17/21

ATTACHMENT F

ESCAMBIA SCHOOL DISTRICT RISK MANAGEMENT ADDENDUM (REGULAR)

Anything in the foregoing agreement to the contrary notwithstanding, each Signer thereof (other than the School Board, the Superintendent of Schools, the School District, their officers, agents and employees) hereby agrees to:

A. HOLD HARMLESS/INDEMNIFICATION AGREEMENT:

1. Save and hold harmless, pay on behalf of, protect, defend, and indemnify the School Board, (including the Superintendent of Schools, the School District, their officers, agents, and employees) from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of any person arising out of, or in any way related to, any action or inaction of the Signer (including its sub-contractors, officers, agents, and employees) in the performance or intended performance of this agreement, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to the performance of this agreement. The obligations of the Signer pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Signer.

B. REQUIRED INSURANCE:

- 1. Maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of general liability and auto liability insurance in an amount not less than \$1,000,000 with an insurance company rated not lower than "A" by A. M. Best and Company. The School Board shall be named as an additional insured. The policy and evidence of such insurance shall be endorsed so as to provide coverage for all liability hereby contractually assumed by the Signer and a copy thereof shall be delivered to the undersigned before beginning performance of this agreement. Such insurance shall not be subject to cancellation, non-renewal, reduction in policy limits or other adverse change in coverage, except with 45 days prior written notice to the School Board, which notice shall be given by U.S. Certified Mail with return receipt requested to the undersigned. No other form of notification shall relieve the insurance company, or its agents, or representatives of responsibility.
- 2. If this agreement involves performance by officers, employees, agents or sub-contractors of the Signer, the Signer shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of workers' compensation insurance in the amount required by Florida Statutes Chapter, 440, and Employer Legal Liability Insurance in the amount of \$100,000.

Approved:
Signer:

Initials of each
Signer:



Kevin T. Windham, CFE, CSRSM,
Director-Risk Management
Escambia School District
75 North Pace Boulevard
Pensacola, FL 32505

ATTACHMENT G
DRUG FREE WORKPLACE

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

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, 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 contract 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 contract, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Vendor's Signature _____

ATTACHMENT H
State of Florida
Vendor Certification Regarding Scrutinized Companies Lists

| | | |
|--|--------------|------------|
| Respondent Vendor Name: _____ | | |
| Vendor FEIN: _____ | | |
| Vendor's Authorized Representative Name and Title: _____ | | |
| Address: _____ | | |
| City: _____ | State: _____ | ZIP: _____ |
| Phone Number: _____ | | |
| Email Address: _____ | | |

Section 287.135, Florida Statutes prohibits or limits agencies from contracting with companies, for goods or services, that are participating in a boycott of Israel, are on the Scrutinized Companies that Boycott Israel list, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the sector entitled "Respondent Vendor Name" is not participating in a boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and has not been engaged in business operations in Cuba or Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of false certification may subject company to civil penalties, attorney's fees, and/or costs.

| |
|---|
| Certified By: _____ AUTHORIZED SIGNATURE |
| Print Name and Title: _____ |
| Date: _____ |

Attachment I
State of Florida
Vendor Certification Regarding E-Verify

| | | |
|--|--------------|------------|
| Respondent Vendor Name: _____ | | |
| Vendor FEIN: _____ | | |
| Vendor's Authorized Representative Name and Title: _____ | | |
| Address: _____ | | |
| City: _____ | State: _____ | ZIP: _____ |
| Phone Number: _____ | | |
| Email Address: _____ | | |

Contractor hereby certifies compliance with the following:

Pursuant to § 448.095(2) Florida Statutes (2020), Contractor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all new employees hired by Contractor prior to entering into a Contract involving labor or providing goods or services to the Escambia County School District (ECSD) or Escambia County School Board (ECSB). ECSD or ECSB may request or require evidence of registration with E-Verify. Contractor shall also include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or ECSB on its behalf, register with and use the E-Verify system to verify the work authorization status of all new employees hired by the subcontractor while performing labor or providing goods or services for ECSD or ECSB. Additionally, Contractor shall include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or ECSB on its behalf provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien as defined in 8 U.S.C. § 1324a(h)(3). Contractor shall maintain a copy of such affidavit for the duration of its contract with ECSD or ECSB and will furnish a copy of such affidavit as may be required or requested. Further, it is understood and accepted that a Contract may be terminated for failure to comply with the requirements of § 448.095 Florida Statutes and the Contractor shall be ineligible for award for a period of at least one (1) year.

| |
|---|
| Certified By: _____ AUTHORIZED SIGNATURE |
| Print Name and Title: _____ |
| Date: _____ |

ATTACHMENT J
NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

BIDDER is the

_____,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

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

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

By _____

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

Notary Public (Signature)

My Commission Expires:

Attachment K Submission Checklist

Use this checklist to ensure that you have included all required items in your Proposal. For specific submission instructions, refer to Section VIII. B. on Pages 15-17.

ENVELOPE 1

- _____ Complete Proposal (Refer to Section VIII. B. on Pages 15-17) – **One (1) Signed Original**
- _____ Request for Proposal (RFP) & Proposal Acknowledgement Form (Page 1)
- _____ Company Profile (Refer to Section V. A. on Page 14)
 - _____ 1. Primary Focus of Business on **Attachment B** (Pages 21 – 22)
 - _____ 2. Years of Experience on **Attachment B** (Pages 21 – 22)
 - _____ 3. Location of Corporate Offices on **Attachment B** (Pages 21 – 22)
 - _____ 4. Total Number of Employees on **Attachment B** (Pages 21 – 22)
 - _____ 5. Organizational Chart
 - _____ 6. Contact Information on **Attachment B** (Pages 21 – 22)
 - _____ 7. Copy of Current State of Florida Business License
- _____ Information for Three (3) References on **Attachment B** (Pages 21 – 22) (Refer to Section V. B. on Page 14)
- _____ Attachment D - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (Page 24)
- _____ Attachment E - Escambia School District Public Records Addendum (Page 25)
- _____ Attachment F - Escambia School District Risk Management Addendum (Page 26)
 - _____ Proof of Required Insurance (Certificate of Insurance)
- _____ Attachment G - Drug Free Workplace (Page 27)
- _____ Attachment H - Vendor Certification Regarding Scrutinized Companies Lists (Page 28)
- _____ Attachment I – Vendor Certification Regarding E-Verify (Page 29)
- _____ Attachment J – Non-Collusion Affidavit (Page 30)

ENVELOPE 2

- _____ Attachment A - Price Proposal (Page 20) (Refer to Section VI. on Page 14) Signed and completed in its **ENTIRETY**