



THIS IS NOT AN ORDER

QUICK QUOTE # 25-R086540ED

EMERGENCY MANAGEMENT SERVICES TRAINING COURSES

**MANATEE COUNTY
PROCUREMENT DIVISION**

**1112 MANATEE AVENUE WEST, 7th FLOOR, SUITE 705
BRADENTON, FL 34205**

**ATTENTION: Emily Diaz, Procurement Agent III
PHONE (941) 749-3023
FAX (941) 749-3034**

Please Respond to Quote Via Email to: emily.diaz@mymanatee.org

DESCRIPTION

Manatee County invites your participation in the following quotation. The specifications stated herein are minimum requirements. All quotes submitted must be in accordance with all listed Terms and Specifications.

**QUOTE
FOR
EMERGENCY MANAGEMENT SERVICES TRAINING COURSES
QUOTE NUMBER: 25-R086540ED**

1.0 Purpose

Manatee County Government (County) is requesting quotes from qualified vendors to conduct training courses for Emergency Management Services staff as outlined in Exhibit 1, Scope of Services.

2.0 Due Diligence

The County will conduct a due diligence review of all Quotes received prior to making an award.

3.0 Questions and Clarifications

Submit all questions, inquiries, or requests concerning interpretation pertaining to this request for Quote via email to the Designated Procurement Contact shown below.

Designated Procurement Contact: Emily Diaz
(941) 749-3023 Fax (941) 749-3034
Email: emily.diaz@mymanatee.org
Manatee County Procurement Division
Financial Management Department

4.0 Due Date

The Due Date and Time for submission of quotes is **February 7, 2025, at 3:00 PM.**

5.0 Quote and Submission Process

5.01 Exhibit 2 - Quote

Complete all items on Exhibit 2, Quote Form that details all costs associated with providing emergency management training courses as specified herein.

5.02 Minimum Qualifications

Submit Individual Bio and/or Resume, copies of certification(s) and client references.

5.03 Attachment G

Complete and submit Attachment G, Certification Regarding Debarment, Suspension, Ineligibility.

5.04 Exhibit 3 - PO Terms & Conditions and Special Provisions – Federal Grants

Complete and submit forms within Exhibit 3, PO Terms & Conditions and Special Provisions – Federal Grants

5.05 Submission Process

Submit the quote by the Due Date stated above to the Designated Procurement Contact via email at emily.diaz@mymanatee.org or deliver to 1112 Manatee Ave. West, Bradenton, FL 34205, 7th Floor, Suite 705.

6.0 Terms of Award

6.01 Terms and Conditions

A Purchase Order will be issued to the successful firm. The Purchase Order will incorporate the Terms and Conditions shown in Exhibit 2 of this quote request. Pricing shall remain firm for no less than 120 days from the issuance of the Purchase Order.

6.02 Payment and Invoices

Payment will be made in accordance with Florida State Statutes. Invoices shall include at a minimum the invoice date, invoice amount, date, goods provided, and purchase order number.

6.03 Taxes

All taxes of any kind and character payable for the materials furnished under the Purchase Order will be paid by the successful firm. The County is exempt from all Florida State sales taxes.

6.04 Process

This request will in no manner be construed as a commitment on the part of the County to award a Purchase Order.

6.05 Cost of Preparation

All costs associated with preparing and delivering the quote will be borne entirely by the firm. The County will not compensate the firm for any expenses incurred as a result of this quote process.

6.06 Insurance Requirements

As applicable, awarded firm must provide verification that it has the insurance limits and coverages, as identified below, uninterrupted or amended through the time of delivery.

| <u>STANDARD INSURANCES</u> | <u>REQUIRED LIMITS</u> |
|---|---|
| 1. <input checked="" type="checkbox"/> Automobile Liability Insurance: | Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than: <ul style="list-style-type: none">• \$ <u>1,000,000</u> Combined Single Limit; OR• \$ <u>500,000</u> Bodily Injury and \$ <u>500,000</u> Property Damage• \$<u>10,000</u> Personal Injury Protection (No Fault)• \$ <u>500,000</u> Hired, Non-Owned Liability• \$<u>10,000</u> Medical Payments |

| | |
|--|---|
| | <i>This policy shall contain severability of interests' provisions.</i> |
| <p>2. <input checked="" type="checkbox"/> Commercial General Liability Insurance: (<i>Per Occurrence form only; claims-made form is not acceptable</i>)</p> | <p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • \$ <u>1,000,000</u> Single Limit Per Occurrence • \$ <u>2,000,000</u> Aggregate • \$ <u>1,000,000</u> Products/Completed Operations Aggregate • \$ 1,000,000 Personal and Advertising Injury Liability • \$ 50,000 Fire Damage Liability • \$ <u>10,000</u> Medical Expense, and • \$ <u>1,000,000</u>, Third Party Property Damage • \$ _____ Project Specific Aggregate (Required on projects valued at over \$10,000,000) <p><i>This policy shall contain severability of interests' provisions.</i></p> |
| <p>3. <input checked="" type="checkbox"/> Employer's Liability Insurance</p> | <p>Coverage limits of not less than:</p> <ul style="list-style-type: none"> • \$<u>100,000</u> Each Accident • \$<u>100,000</u> Disease Each Employee • \$<u>500,000</u> Disease Policy Limit |
| <p>4. <input checked="" type="checkbox"/> Worker's Compensation Insurance</p> | <p>Coverage limits of not less than:</p> <ul style="list-style-type: none"> • Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government. • If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act. <p>Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements.</p> <p>NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.</p> |

An awarded firm cannot be listed on the Florida Department of Management Services, Convicted Vendor List, as defined in Section 287.133(3) (d), Florida Statutes. (www.dms.myflorida.com)

6.08 Disclosure

Upon receipt, all inquiries and responses to inquiries related to this quote become “Public Records”, and shall be subject to public disclosure consistent with Florida Statute, Chapter 119.

Quotes become subject to disclosure thirty (30) days after the opening or if a notice of intent to award decision is made earlier than this time as provided by Florida Statutes § 119.071(1)(b). No announcement or review of the Quotes shall be conducted at the public opening.

If County rejects all Quotes and concurrently notices its intent to reissue the solicitation, the rejected Quotes are exempt from public disclosure until such time the County provides notice of an intended decision concerning the reissued solicitation or until County withdraws the reissued solicitation. A Quote is not exempt for longer than twelve (12) months after the initial notice of rejection of all Quotes.

Pursuant to Florida Statute 119.0701, to the extent Successful Bidder is performing services on behalf of County, Successful Bidder must:

- a. Keep and maintain public records required by public agency to perform the service. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Manatee County public record policies. Bidder agrees, prior to providing goods/services, it will implement policies and procedures, which are subject to approval by County, to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies including but not limited to Section 119.0701, Florida Statutes.
- b. Upon request from the public agency’s custodian of public records, provide the public agency 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 in Florida Statutes, Chapter 119, or as otherwise provided by law.
- 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 Successful Bidder does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of contractor or keep and maintain public records required by the public agency to perform the service. If the Successful Bidder transfers all public records to County upon completion of the contract, the Successful Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Successful Bidder keeps and maintains public records upon completion of the contract, the Successful Bidder shall meet all applicable requirements for retaining public records. All records stored electronically

must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

IF THE SUCCESSFUL BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO ANY RESULTING CONTRACT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT: (941) 742-5845, LACY.PRITCHARD@MYMANATEE.ORG, ATTN: RECORDS MANAGER, 1112 MANATEE AVENUE WEST, BRADENTON, FL 34205.

6.09 Trade Secrets

Manatee County is subject to Chapter 119, Florida Statutes. Therefore, all documents, materials, and data submitted as part of a Quote in response to an Invitation to Quote are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes.

6.10 Confidentiality of Security Related Records

- a. Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as "the Confidential Security Records") are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):
 - i. A Security System Plan or portion thereof for any property owned by or leased to County or any privately owned or leased property held by County.
 - ii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by County.
 - iii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to County.
- b. Successful Bidder agrees that, as provided by Florida Statute, it shall not, as a result of a public records request, or for other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of County's Property Management Director or to comply with a court order requiring such release or disclosure. To the extent Successful Bidder receives a request for such records, it shall immediately contact the County's designated Contract administrator who shall coordinate County's response to the request.

6.11 License and Permits

The successful Bidder shall be solely responsible for obtaining all necessary license and permit fees, including, but not limited to, all license fees, permit fees, impact fees, or inspection fees, and responsible for the costs of such fees. Successful Bidder is solely responsible for ensuring all work complies with all Federal, State, local, and Manatee County ordinances, orders, codes, laws, rules, regulations, directives, and guidelines.

6.12 Quantities

The estimated quantities in this quick quote are provided for tabulation and evaluation purposes only. No guarantee is expressed or implied as to the quantities or dollars that will be used during the agreement period.

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EXHIBIT 1 SCOPE OF SERVICES

A. INTRODUCTION

Manatee County Emergency Management (MCEM) is requesting quotes from qualified contractors to conduct the following course: G-205 Recovery from Disaster: The Local Government Role and O-305 All-Hazards Incident Management Team.

B. BACKGROUND

These classes have been identified as needed training as identified by our partners and recent After-Action Reports from activations/simulations.

C. GOALS

The goal of these courses includes:

1. Meeting the needs identified in the IPP.
2. Encourage the development of additional trained staff in the various courses.

D. DESCRIPTION OF COURSES:

1. **G-205 Recovery from Disaster: The Local Government Role** – This course is designed for local disaster recovery teams consisting of emergency managers, city/county administrators, public works directors, building inspectors, and community planners. The course focuses on the roles and responsibilities of each team member and provides guidance on developing a local disaster recovery plan. Participants are given the opportunity to develop an outline of their own recovery plan during the course.
2. **O-305 All-Hazards Incident Management Team** – This course provides students with a solid foundation of the activities, processes, leadership elements, and the knowledge, skills, and abilities (KSAs) necessary to function within the framework of a Type 3 AHIMT deployed to an incident or planned event. The course includes a comprehensive review of the roles and responsibilities of each of the Incident Command System (ICS) Command and General Staff positions, their roles as leaders of their sections or functional areas, leadership and teambuilding, and decision-making under stress. Multiple scenarios are used throughout the class to provide the students with opportunities to practice each step of the Planning Cycle, conduct the meetings and briefings, and produce multiple Incident Action Plans (IAPs). Two of the course days include comprehensive incident scenarios that last approximately five hours and that require the team to manage current incident management operations of a rapidly expanding incident, at the same time as planning

E. MCEM RESPONSIBILITIES

1. Provide registration for course attendees.
2. Reserves the rights to cancel a course or courses due to disaster(s), EOC activations and/or pandemic guidelines.
3. Reserves the right to add or remove courses as needed.

F. CONTRACTOR RESPONSIBILITIES

1. Deliver requested as outlined herein.
2. Provide and manage trainers, instructional manuals, staff/trainer travel, program administration and student manuals.

3. Location of course shall be Manatee County Public Safety Complex, 2101 47th Terrence East Bradenton, FL 34203.
4. Dates of Courses:
 - a. To be determined with awarded contractor.
5. Each course will allow for certification of a minimum of 15 and a maximum of 30 participants. In person participants may be lessened due to social distancing.
6. Provide MCEM with required documentation necessary for program accountability as outlined in deliverables.

G. FINANCIAL CONSEQUENCES

In the event the contractor fails to satisfactorily perform or has failed to adhere to the terms and conditions under the Agreement, MCEM shall assess a penalty equal to 5% of the total compensation outlined under the agreement.

H. DELIVERABLES

Within 15 days of the conclusion of each course/training, the contractor shall provide MCEM with an invoice and a detailed program performance report, which documents the satisfactory completion of the Scope of Work. Upon receipt and acceptance by the MCEM, the contractor shall be paid a fixed fee. The contractor shall provide, at a minimum, the following documentation to the MCEM:

1. Course rosters for students trained at the course, including at a minimum, student name, organization, mailing address, course name, instructor(s), course date, course location and course hours.
2. Daily Student Sign in Sheet.
3. Copies of student course evaluation forms.

I. MINIMUM QUALIFICATIONS FOR G-205

1. Instructor must be able to demonstrate formal instructor training such as M-410, National Wildland Coordinating Group Facilitative Instructor, EMI Master Trainer Program, Fire Instructor 1 & 2, ASTD, CTTI, POST, college, private industry, E0141, Instructional Presentation and Evaluation Skills, Office for Domestic Preparedness Instructor Course, valid teaching certificate or equivalent.
2. The lead Instructor must have at least five (5) years' experience in instructing NIMS/ICS related courses.
3. Other members of the instructor cadre must have at a minimum, three (3) years' experience in instructing NIMMS/ICS courses.
4. Provide instructor's qualifications for each "G" course. This information should include that the instructor has taken said course and formal instructor technique class.

J. MINIMUM QUALIFICATIONS FOR O-305

Lead Instructor

1. Must have previously served as a mentor/instructor during an O305 delivery.
2. Course Content
 - a. Instructor must have successfully completed the most current versions of:
 - i. IS0100
 - ii. IS0200
 - iii. IS0700
 - iv. IS0800
 - v. ICS G0300
 - vi. ICS G0400

- b. Relevant position specific course(s) specific to ICS position(s) for which they are qualified in the AHIMT.
 - c. USFA O305 or Advance All Hazard Incident Management (AAIM).
3. Practical Application
- a. Minimum eight (8) years operational field experience at Command or General Staff Level on recognized Type 1, 2, or 3 AHIMT
 - b. Participated in Incident Action Plan development

Second Instructor/Mentor

- 1. Must have a minimum of five (5) years delivering emergency management type training including exercises that test team and individual performance.
- 2. Course Content:
 - a. Instructor must have successfully completed the most current versions of
 - i. IS0100
 - ii. IS0200
 - iii. IS0700
 - iv. IS0800
 - v. ICS G0300
 - vi. ICS G0400
 - b. Relevant position specific course(s) specific to ICS position(s) for which they are qualified in the AHIMT.
 - c. USFA O305 or Advance All Hazard Incident Management (AAIM).
- 3. Practical Application
 - a. Same as lead instructor except minimum of 3-5 years operational field experience at Command level.

K. MINIMUM QUALIFICATIONS SUBMISSION

Quoter will provide the following documentation to demonstrate the above minimum qualifications:

- 1. Individual Bio and/or Resume.
- 2. Copy of Quoter's Certification(s).
- 3. Provide at least two (2) client references for the services described in Exhibit 1 since January 1, 2020. For each reference, include the following details:
 - a. Client's name and location
 - b. Phone number and email address
 - c. Date(s) of services provided
 - d. Description of services and trainings provided

Note: References are required to respond to an email inquiry from the County.

**EXHIBIT 2
QUOTE FORM**

**QUICK QUOTE NO.
EMERGENCY MANAGEMENT SERVICES TRAINING COURSES**

| Item | Description | Quantity | Price |
|--|---|----------|----------|
| 1 | G-205 Recovery from Disaster: The Local Government Role | 1 Each | \$ |
| 2 | O-305 All-Hazards Incident Management Team | 1 Each | \$ |
| QUOTE TOTAL FOR AWARD PURPOSES To be considered responsive, Quoter must provide a price for each line item. It is the sole responsibility of the Quoter to correctly calculate and manually enter all extended prices and quote total. | | | \$ _____ |

By completing and signing this quote form, vendor acknowledges that they meet or exceed the qualifications listed in Quick Quote No. 25-R086540ED for Emergency Management Services Course Training.

Vendor/Company: _____

FEIN: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Email Address: _____

Authorized Signature: _____

Printed Name and Title: _____

Date: _____

EXHIBIT 3
PO TERMS AND CONDITIONS AND MANATEE COUNTY – SPECIAL PROVISIONS
– FEDERAL GRANTS – TERMS AND CONDITIONS

TERMS AND CONDITIONS

1. **PURCHASE ORDER AND PART NUMBER.** Manatee County's (Buyer) Purchase Order numbers must appear on all invoices and packing lists. Purchase Order numbers must show on all Bills of Lading, cartons, containers, etc.
2. **PRICE.** This order is not to be filled at a higher price than last charged or quoted unless so authorized in writing by Manatee County's Purchasing Division.
3. **INSPECTION.** All materials ordered are subject to inspection and test by Buyer. Buyer shall have the right to reject or to require correction of material found not to conform to this purchase order. At Buyer's option, rejected material will be held for Seller's instruction and at Seller's risk or returned at Seller's expense. Payment for material prior to inspection shall not constitute Buyer's acceptance.
4. **ENTIRE CONTRACT.** The terms and conditions stated herein shall constitute the entire contract between Buyer and Seller and no agreement or other understanding in any way modifying the same will be binding unless made in writing signed by a duly authorized representative of Buyer.
5. **ACCEPTANCE.** Acceptance is limited to the provisions set forth in this order including these terms and conditions and those on the face hereof or incorporated herein by reference. Seller's performance of any work or shipment of any materials covered by this order, without having received Buyer's express written assent to a modification of or addition to the terms hereof shall constitute Seller's acceptance of these terms despite any language to the contrary in Seller's quotation, acknowledgement, confirmation or other communication made in response to this order, and such action by Seller shall constitute a waiver of any such language. Buyer's silence or acceptance of any work performed or materials shipped shall in no event be deemed Buyer's acceptance of any terms contained in Seller's quotation, acknowledgement, confirmation or other communication received from Seller which are different from or in addition to the terms hereof.
6. **DELIVERY.** Time is of the essence in the filling of this order. No delays in shipment of material or rendition of services will be permitted except as authorized by Buyer in writing. Please notify Buyer at once of anticipated delay. Excessive or unusual transportation charges caused by Seller's inability to deliver by specified date and in specified quantities shall be charged back to Seller. Right is reserved to cancel this order if the foregoing is not complied with. In the event of cancellation pursuant to this clause, Buyer may procure similar articles or services elsewhere or secure the manufacture and delivery of the articles by purchase order or otherwise, and Seller shall be liable to Buyer for any excess cost.
7. **PACKING AND SHIPPING.** All goods shall be packed, crated and braced to prevent damage or deterioration and classified on bills of lading in accordance with National Motor Freight or Uniform Freight Classification rules and regulations and carriers' tariffs. No charges shall be paid by Buyer for preparation, packing, crating, or cartage unless separately stated in the order. All shipments to be forwarded on one day to one address shall be consolidated and shipped to ensure lowest transportation charge. Buyer's count or weight shall be final and conclusive on shipments.
8. **CHANGES AND CANCELLATION.** Buyer may at any time by written order make changes in the materials or work ordered, including changes in drawings and specifications, or require additional work or materials. If such changes cause an increase or decrease in Seller's cost or in the time required for performance, an equitable adjustment shall be made and this order shall be modified in writing. Failure to agree to an adjustment shall not excuse the Seller from proceeding with this order as changed. Buyer reserves the right to cancel or suspend all or, from time to time, any undelivered or unexecuted portion of this order. Changes shall not be binding until agreed to in writing by Manatee County's Purchasing Division.
9. **WARRANTY.** In addition to any warranty implied by fact or law, Seller expressly warrants all items to be free from defects in design, workmanship and materials; to conform strictly to applicable specifications, drawings, approved samples, if any; and to be fit and sufficient for the purpose intended, and to be merchantable. Such warranties, together with all other service warranties of Seller, shall run to Buyer. All warranties shall survive inspection, test, acceptance of and payment by Buyer. In the event of breach of warranty, Buyer may, at its option, either return for credit or require prompt correction or replacement of the defective or nonconforming material to the satisfaction of the Buyer. In the event that Seller is unable to correct or replace the same, Buyer, at its elect, may correct or replace the same and Seller shall reimburse Buyer for the full cost of making such correction or replacement.
10. **WARRANTY — PRICE.** Seller warrants that the Buyer shall not be billed at prices higher than stated on this Purchase Order unless authorized by a Purchase Order Change Notice issued and signed by Buyer. Seller represents that the price charged for the goods or services covered by this order, is the lowest price charged by the Seller to buyers of a class similar to Buyer under conditions similar to those specified in this order and the prices comply with applicable government regulations in effect at time of quotation, sale or delivery. Seller agrees that any price reduction made in items covered by this order subsequent to the placement of this order will be applicable to this order.
11. **PATENTS AND DESIGN RIGHTS.** Seller agrees to defend, protect and save Buyer harmless against all suits and from all damages, claims and demands for actual or alleged infringement of any patents by reason of any manufacture, use of materials covered by this order except insofar as any such suit, damage, claim or demand is directly attributable to such materials being manufactured by Seller according to Buyer's detailed design. Seller hereby agrees that if this order covers development work and any discoveries, inventions of patents result therefrom, the entire right, title and interest in and to such discoveries, inventions and patents shall belong exclusively to Buyer.
12. **INDEMNIFICATION.** Seller agrees to indemnify, defend and hold Buyer, its officers, employees and agents, harmless from any and all costs, losses, expenses, damages, claims, suits, or any liability whatsoever, including attorney's fees, resulting from injury, including death, to person or damage to property arising out of or in any manner connected with the performance of this order, whether arising out of, caused by or contributed to in whole or in part by the acts or omissions of Seller, or its subcontractors or their respective employees. Seller agrees to maintain, and require its subcontractors to maintain (1) public liability and property damage insurance in amounts satisfactory to Buyer, to cover the obligations set forth above, and (2) Workman's Compensation Insurance covering all employees engaged in the performance of this order. Seller shall furnish to Buyer certificates evidencing such insurance.
13. **COMPLIANCE WITH LAWS AND REGULATIONS.** Seller agrees that it will comply with all federal, state and local laws and regulations applicable to the production, sale and delivery of the goods or the furnishing of any labor or services called for by this order, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Without limiting the generality of the foregoing: (a) There is incorporated herein by reference the contract provisions of paragraphs (1) through (7) of Section 202 of Executive Order 11246, as amended, provided that where necessary to make the context thereof applicable to this order the term "Contractor" shall mean Seller and the term "Contract" shall mean this order. (b) Seller certifies that the goods called for by this order have been or will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, and a certification evidencing such compliance shall be printed, stamped or typed on Seller's invoices.
14. **OCCUPATIONAL SAFETY AND HEALTH.** Seller represents that all goods and/or services sold or furnished to Buyer hereunder will comply with all applicable laws and governmental regulations relating to the occupational safety and health of employees, specifically including the Federal Occupational Safety and Health Act of 1970 and any rules, regulations, standards or order issued thereunder, (herein collectively called "Occupational Safety and Health Requirements") and Seller agrees to indemnify and hold harmless Buyer against any claims, losses, damages, fines, penalties, costs and expenses suffered or incurred by Buyer as a result of any violation of or noncompliance with any Occupational Safety and Health Requirements caused or contributed to by the failure of such goods and/or services to so comply. Seller agrees upon request to furnish to Buyer any and all information regarding the ingredients of goods sold or furnished to Buyer hereunder and to comply with any other reasonable request of Buyer made in connection with the application of any Occupational Safety and Health Requirements to Buyer, its employees and property.
15. **MISCELLANEOUS.** This order and the performance by the parties hereunder shall be construed and governed by the law of the State of Florida.

SPECIAL PROVISIONS –FEDERAL GRANTS

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required, all contracts made by the County that are funded in whole, or in part, by a Federal grant the following provisions will apply:

A. Equal Opportunity Employment

In accordance with 41 C.F.R. §60-1.4(b), the Subrecipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not

otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708)

Where applicable, Contractors for Federal grant funded contracts awarded by the County in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act. The Contractor must compute the wages of every mechanic and laborer based on a standard work week of 40 hours.

Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or underworking conditions which are unsanitary, hazardous or dangerous.

NOTE: These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

C. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33U.S.C. 1251–1387), as amended

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387). Contractor shall report all violations of such Acts to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

D. Suspension and Debarment (Executive Orders 12549 and 12689)

Any Contractor listed on the government-wide exclusions in the System for Award Management (SAM), will not be eligible for award in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

E. Byrd Anti-Lobbying Amendment (31U.S.C. 1352)

Contractors for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See § 200.322 Procurement of recovered materials.

FORM 1, CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACTS

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33U.S.C. 1251–1387), as amended - If awarded, Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387). Contractor shall report all violations of such Acts to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Acknowledged by:

Firm Name (print)

Signature

Printed Name and Title

FORM 2, DEBARMENT AND SUSPENSION

By signing below, Contractor confirms that it **is not** listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

Firm Name (print)

Signature

Printed Name and Title

FORM 3, BYRD ANTI-LOBBYING AMENDMENT

By signing below, Contractor confirms that it has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352

Firm Name (print)

Signature

Printed Name and Title

**FORM 4, MINORITY/WOMEN-OWNED/LABOR SURPLUS FIRMS'
PARTICIPATION**

Pursuant to C.F.R. 200.321 Contractor, agrees to take the affirmative steps listed in items 1 through 5 below:

1. Place qualified small and minority businesses and women-owned business enterprises on its solicitation lists;
2. Assure that small and minority businesses, and women-owned business enterprises are solicited whenever they are potential sources;
3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small, minority, and women-owned business enterprises;
4. Establish delivery schedules, where the requirement permits, which encourage participation by small, minority, and women-owned business enterprises;
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Firm Name (print)

Address

City/State/Zip

Signature

Printed Name and Title

ATTACHMENT G
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION

Subcontractor Covered Transactions

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

SUB-CONTRACTOR:

By: _____

Signature

Sub-Recipient's Name

Name and Title

G0556

FDEM Agreement Number

Street Address

City, State, Zip

Date