

# INVITATION FOR BID (IFB)

IFB No. GC2018092562-009001-5829: Utility Storage Building Construction Services



**DESCRIPTION:** Furnish all required labor, materials and equipment necessary to provide Scope-of-Service at the described location. Work is being authorized by SynergyNDS as part of the TurnKey Recovery Program<sup>SM</sup> in limited liability partnership with the Florida Municipal Insurance Trust (FMIT).

**LOCATION:** City of Parker | Utility Storage Building | 22 3<sup>rd</sup> Court, Parker, FL

**SUBMITTAL INSTRUCTIONS:** For purposes of generating bid - IFB Packet includes scope specifications and bid sheet specific to referenced project.

- Bids shall be received no later than **09/02/19** (emailed to [bids@synergynds.com](mailto:bids@synergynds.com))
- Include Subject Line Reference: **IFB No. GC2018092562-009001-5829: Utility Storage Building Construction Services**
- Contractor is required to identify and validate all necessary task items, measurements/dimensions &/or other applicable conditions in support of described scope-of-work. Contractor's Bid is to account for all work to be performed in accordance to trade standards and as required by Ordinance & Law (whether or not a 3<sup>rd</sup> Party Professional has provided additional comment/support material).
- Bid shall be completed and submitted using **ONLY** the **Contractor Submittal Form** (provided at the end of the IFB Packet).
- Bid award will be made based on best overall LUMP SUM project value as determined by SynergyNDS in accordance to market valuation, project demands &/or critical path. Contributing factors, in addition to price, may be considered as necessary to help determine bid award based on any additional criteria set forth by the specific FMIT Insured Member.
- Bids received after above deadline or that are not submitted in accordance to Submittal Instructions may be rejected without further explanation or contractor notification.
- SynergyNDS reserves the right to modify this IFB at any time during the bid process. Timely notice to all bidders will be given.

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## **RETURN BID TO:**

SynergyNDS / Hurricane Michael Recovery

FMIT Turnkey Recovery Program Attention: [bids@synergynds.com](mailto:bids@synergynds.com)

*Request On-Site Project Visit by emailing [bids@synergynds.com](mailto:bids@synergynds.com)*

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**SCOPE OF WORK:** Scope includes labor, tools, equipment, PPE, materials, supervision, and insurance necessary to complete the work described in general below. All scope-of-work shall be completed in accordance to manufacture specifications, building codes and applicable industry standards. Work is to begin no later than 2 weeks from contract award notification. Work is to be completed within 30 days of start to project. Number of days does not include weather delays. All weather delays shall be communicated with SynergyNDS. Any concerns with timeline is to be discussed with onsite project manager and an email is to be sent to [hurricanemichael@synergynnds.com](mailto:hurricanemichael@synergynnds.com) for contract documentation.

Scope of Work includes demolishing and replacing the Utility Storage Building with a new like-kind block building that meets all current codes and standards. Scope of work includes but is not limited to:

### 1. Demolition

Scope of work includes:

- Demolition and disposal of the existing building.
- All debris must be removed and disposed of in a landfill certified to receive construction and demolition debris.
- Contractor must submit load tickets or manifests demonstrating all debris was disposed of in a certified landfill.
- All debris must be removed from site and the pad location prepared to accommodate a new building.

### 2. Engineered Drawings

Scope of work includes:

- Preparation and submission of engineered drawings for a like-kind 22'x12' Storage Building as necessary to obtain construction permit.
- Design to mirror existing footprint and building type.
- Electrical design and components to match existing.
- Design to be reviewed and approved by City prior to submission.

### 3. Construction

Scope of work includes:

- Construction of new like-kind block building.

Contractor is responsible for assessing existing building with SynergyNDS Project Manager and verifying measurements, dimensions and quantities of elements to be replaced prior to bid submittal.

### **Project Manager Contact Info**

Kris Hawk: (513) 382-0301

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## **ADDITIONAL REQUIREMENTS:**

- Bid price to include all labor, materials, supplies, tools and other equipment as required to complete work.
- Contractor is responsible for offloading and staging material and equipment.
- Contractor is responsible for determining and verifying measurements, dimensions and quantities as necessary to complete the Scope of Work.
- All work to be completed in accordance to all national, state, and/or local laws, codes, ordinances, and/or policies.
- Contractor is responsible for obtaining, posting, and maintaining relevant permits to the work being performed.
- Contractor will be required to call in inspections for each required phase of work.
- Contractor will be required to provide all warranty documentation prior to final payment.

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## **GENERAL TERMS & CONDITIONS (Not otherwise specified under SUBMITTALS)**

- Contractor shall abide by all applicable federal, state, and local regulations including those mandated by Law & Ordinance (codes & standards).
- Contractor is to obtain their own permits. Permits can be obtained by contacting the Building Department or other administering entity. Permit Fees are reimbursable direct from SynergyNDS (in addition to contractor's Lump Sum Proposal) if incurred and with proper documentation.
- Contractor is required to call in for all required inspections from the Building Dept or other administering entity. Proper documentation and jobsite posting is required.
- Contractor is to abide by all applicable OSHA requirements and standards. Contractor shall require all employees to utilize proper PPE, including but not limited to: fall protection harnesses, hard hats, safety glasses, safety foot wear, and gloves.
- Contractor may be asked to provide Material Safety Data Sheets (MSDS) to the industrial hygienist of record (IHC, Corp.) for chemical-based products that will be used including, but not limited to, glues, cleaners, solvents, anti-microbial products, sanitizing agents, etc. The industrial hygienist of record retains the right to not allow the use of any of the products selected.
- Contractor shall be responsible for supplying any and all necessary equipment, tools and materials to complete the scope of work unless directed otherwise in the IFB. This includes but is not limited to: Rental Equipment, Dumpsters, Storage Containers, Jobsite Trailer, General Conditions, Associated Expenses, Overhead & Profit which are to be included in the IFB Contractor Lump Sum Proposal.
- Contractor shall keep the Project Site and the surrounding areas free from the accumulation of waste materials, debris, etc. caused by operations performed under this Scope of Work. Upon completion, the contractor shall remove from Project Site, and surrounding areas:
  - Any waste materials, debris, etc. caused by completing the outlined Scope of Work.
  - Any tools, cleaning equipment, machinery, surplus materials originally furnished by the contractor
- The contractor shall be responsible for field verifying all conditions prior to implementation of the scope of work outside of any additional 3<sup>rd</sup> Party Professional assessment.
- The contractor shall provide and implement a site-specific health and safety plan to include hazard communication and related OSHA.

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- The contractor is responsible to ensure that any sub-contractors comply with the provisions and terms of this scope of work.
- The contractor is responsible for submitting applicable project and associated contract documents as defined by Architectural Drawings Specifications, Engineering Requirements, Certificates of Insurance, Change Order Requests and any written or documented deviations from approved scopes-of-work or Contract.
- If the contractor determines that deviations, modifications (change order or supplemental costs) from the initial scope-of-work are required, the Contractor shall submit a written request to SynergyNDS for review and approval prior to start of any additional work not otherwise included in initial BID. The written request will contain, at a minimum:
  - Reason for deviation or modification
  - Description of deviation or modification
  - Estimated time required for deviation or modification
  - Project cost addition or subtraction for deviation or modification
- The contractor is NOT responsible for any conditions or activities the building owner or employees implemented prior to their arrival to the job site. This includes removal of contents, equipment or personnel from the affected areas to the non-affected areas of the building.
- During the cleaning work, pre-existing damage to the building, building system failures, etc. may be found. If this occurs, the contractor will identify, document and record these deficiencies for review and consideration. The item shall be described, the location of the item shall be noted, the date the item was discovered and why the item was discovered. The contractor shall notify the Project Manager of any additional discoveries.

**PAYMENT:** Project is managed by SynergyNDS, Inc., under the FMIT Turnkey Recovery Direct Repair Program. Payment will be made directly from the Turnkey Recovery Managed Direct Repair Program to the contractor(s) in accordance with described terms & conditions. Qualified contractors may be eligible for an upfront material deposit or progress payments as determined prior to BID AWARD. **Contractor must be registered in the MVP (Managed Vendor Program) whereby required contractor documents must be uploaded to the database. There is annual \$49.95 processing fee as part of the initial vetting and background check.**

**PAYMENT TERMS:** Payments will be made after inspection and approval of work by SynergyNDS, City Building Official &/or Insurance Adjuster. Accurate invoices and required project documentation must be submitted to SynergyNDS for project audit prior to payment. \*Material Deposits &/or Advanced Payments require Contractor to complete online registration in the FMIT Managed Vendor Program (MVP). MVP has

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an annual \$49.99 Registration Fee to be part of the Contractor Direct Repair Program. Material Deposits &/or Advanced Payments will require a 2% Invoice Payment Discount.

**HOLD HARMLESS:** To the fullest extent permitted by law, the Contractor/Vendor shall indemnify, defend, and hold harmless SynergyNDS, Inc & FMIT, their officers, agents, employees, elected, and appointed officials, Insurance Representatives and volunteers from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission, or failure of the Contractor/Vendor and any of its officers, agents, employees, and volunteers in satisfying the terms required by this contract.

**RIGHT TO ACCEPT, REJECT AND WAIVE DEFECTS:** FMIT &/or Contracting Agent reserves the right to: reject all quotations; waive formalities, technical defects, and minor irregularities; accept the quotation (if any) deemed most advantageous to and in the best interests of Insured Members of FMIT. Award will be based on price, contractor's daily performance capabilities, experience in completing projects of similar size and complexity, ability to provide the specified services when required &/or in accordance to critical path scheduling.

**DAMAGES:** Contractor will be held liable for any damage caused to the building and ancillary structure, and/or injury to the occupants resulting from the execution of the work or from not exercising proper precautionary protective measures. Any cost of repair/replacement resulting from damages shall be at the contractor's expense.

### **WORK-SITE PRACTICES:**

- Contractor's workers, as well as the various trade contractors entering or leaving the work area, will all attend a site-specific safety meeting as well as daily safety meetings prior the scheduled work day.
- Contractor's workers entering or leaving the work area will don or remove personal protective equipment and clothing in the staging area outside of each work area.
- Waste materials transported from the bag out unit must be moved in a fashion that prevents spreading contamination outside the work area.

**WORKER PERSONAL PROTECTION EQUIPMENT:** The National Institute for Occupational Safety and Health (NIOSH) provides the following interim guidelines and warnings to restoration workers.

- Steel toed leather boots should be worn. Tennis shoes or sneakers should *not* be worn because they will transfer contamination and will not prevent punctures, bites, or crush injuries.

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- Goggles, safety glasses with side shields or full-face shields shall be used when performing restoration related activities that involve demolition, cutting or the use of ANY power tools. Sun/glare-protective lenses may be needed in some work settings. The use of goggles or protective eyewear should also be worn during the application of any cleaners, sanitizers or disinfectants.
- Soft hat or another protective head cover. Wear an American National Standards Institute (ANSI) rated hardhat if there is any danger of falling debris or electrical hazards.
- Hearing protection (when working in an environment with any noise that you must shout over to be heard).
- Comfortable, form fitting, light weight clothing including long pants and a long-sleeved shirt or coveralls. Additional PPE, respiratory protection, or clothing may be required when specific exposure hazards are identified or expected at the work site. In some instances, the protective ensemble components (garment, boots and gloves) may need to be impervious to contaminated flood or other site-specific chemical, physical, or biological hazards. In all instances, workers are advised to wash their hands with soap and clean water, especially before eating or drinking. Protect any cuts or abrasions with waterproof gloves and dressings. The use of insect repellent, sun block and lip balm may also be required for some work environments. Drink plenty of bottled water and take frequent rest breaks to avoid overexertion.

**THERMAL STRESSES: HEAT:** Workers are at serious risk for developing heat stress. Excessive exposure to hot environments can cause a variety of heat-related problems, including heat stroke, heat exhaustion, heat cramps, and fainting. To reduce the potential for heat stress, drink a glass of fluid every 15 to 20 minutes and wear loose- fitting clothing. Additionally, incorporate work-rest cycles into work routines and when possible distribute the workload evenly throughout the day.

\*\*\*\*Temporary cooling to the work areas shall only be authorized by the owner's representative based on the actual need for the work being performed. Where the conditions allow for the operation of part or all of the ventilation systems serving the work area then the need for temporary cooling is NOT necessary. The work area should be maintained at conditions that meet OSHA requirements for health and safety.\*\*\*\*

**WORKING IN CONFINED SPACES:** If you are required to work in a boiler, furnace, pipeline, pit, pumping station, septic tank, sewage digester, storage tank, utility vault, well, or similar enclosure, you should be aware of the hazards of working in confined spaces. A confined space has one or more of the following characteristics:

- limited openings for entry or exit;
- unfavorable natural ventilation; or



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- Is not designed for continuous worker occupancy.

Toxic gases, a lack of oxygen, or explosive conditions may exist in the confined area, resulting in a potentially deadly atmosphere. Because many toxic gases and vapors cannot be seen or smelled, never trust your senses to determine if safe entry is possible. **Never** enter a confined space unless you have been properly trained, even

to rescue a fellow worker! If you need to enter a confined space and do not have the proper training and equipment, contact your local fire department for assistance.

**CONTRACT IMPLEMENTATION:** Contract will be awarded upon review of all bids and proposals received by SynergyNDS. Initiation of contract is engaged upon written bid award letter. At such time, Contractor signed Request for Service Pricing (RFP) will serve as Contract. Complete Contract engagement will occur upon SynergyNDS receipt of all required documentation including but not limited to:

- Bonding (Performance Bond &/or Payment Bond)
- Certificate of General Liability Insurance
- Certificate of Auto Insurance
- Certificate of Worker's Compensation or Letter of Exemption
- Contractor's W-9
- State Licenses

Further description of insurance requirements is listed in "Insurance & Licensing Requirements."

**ASSIGNMENT OF CONTRACT:** Contractor shall not assign the contract or any part thereof to any person, firm, corporation or company unless such assignment is approved in writing by the Purchasing Agent. Such acceptance shall be at the sole discretion of the SynergyNDS upon request of the Contractor. Upon approved and executed written authorization, Contractor will be responsible for coordination of work with other trades. Failure to coordinate this work shall not constitute additional cost as governed by the Lump Sum Contract Award.

**ASSIGNMENT OF CONTRACTOR:** Contractor is responsible for supplying all required Personal Protective Equipment (PPE), including but not limited to the furnishing and appropriate use of: hard hat(s), safety glasses, face shields, ear plugs, gloves, boots, fall protection (where required), breathing protection (where required), tie off ropes/apparatuses/points (where required), fire extinguishers, first aid kits, etc. Contractor is required to be familiar with and follow all OSHA and State of Florida's safety requirements.

Contractor is to hold daily jobsite safety meetings that review the work to be performed, the hazards involved and the methods for reducing and eliminating such hazards, as well as maintain meeting records, - including attendance lists, which shall be kept onsite and available for SynergyNDS review at all times. Contractor shall be solely liable for any and all OSHA violations associated with his/her employees.

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SynergyNDS reserves the right to hold weekly progress meetings for which the Subcontractor shall attend. Contractor shall be responsible for daily cleanup of the work performed herein. Failure to cleanup daily after trade will result in cleanup supplementation at Contractor's cost. Twenty-Four (24) hour notice will be given prior to supplementation. Contractor shall be responsible for delivery, loading, unloading, storage, protection, etc. of all work provided herein.

**ENERGY EFFICIENCY:** The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

**PROCUREMENT OF RECOVERED MATERIALS:** (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor should procure items designated in the EPA Guidelines that contain the highest percentage of recovered materials practical unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology; (3) are only available at an unreasonably high price.

**FAILURE TO COMPLY:** For failure to deliver in accordance with specifications, SynergyNDS may cancel the contract or any part thereof and purchase services on the open market, charging any additional cost to the Contractor. Contractor shall comply with all applicable state, federal and local codes, and pay all permits, licenses and certificates, and other fees as required by the work.

**INSURANCE & LICENSING REQUIREMENTS:** Before starting work, the Contractor will provide SynergyNDS proof of Worker's Compensation and Commercial and Public Liability Insurance. The Contractor must be licensed to do business in the State of Florida and SynergyNDS must be named as an additional insured on general liability insurance certificate.

Contractor will need to go to <http://www.synergyfmit.com/> click managed programs tab, then click on managed vendor program and complete the initial registration for the Managed Vendor Program (MVP). Contractor will be required to upload the following information (when applicable) prior to contract award and eligible material deposits.

- The Contractor will carry Worker's Compensation Insurance for all employees engaged in work at the site, in accordance with State or Territorial Worker's Compensation Laws.
- Commercial and Public Liability with bodily injury and property damage limits will be at a combined single limit of at least \$500,000 to protect the contractor and each subcontractor against claims for injury to or death of one or more persons.

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- Automobile Liability on owned and non-owned motor vehicles used on the site(s), or in connection with the sites, for a combined single limit for bodily injury and property damages of not less than \$500,000.00 per occurrence.
- Builder's Work Insurance limit of at least \$5,000.00 per occurrence and \$10,000.00 aggregate.
- Professional Liability \$1,000,000 per occurrence (if applicable).

Contractor will not allow insurance coverage to lapse and will provide Turnkey Recovery Project Manager with updated Certificates of Insurance as necessary. All policies must provide that at least thirty (30) days' notice of cancellation will be given to the FMIT Project Manager and the contractor.

### **The certificate holder(s) must be noted as:**

Synergy NDS, Inc.  
1400 Sarno Rd  
Melbourne, FL 32935

Additional MANAGED PROGRAM INFORMATION is available at [www.synergyfmit.com](http://www.synergyfmit.com) in support of:

- FMIT TurnKey Recovery
- MVP (Managed Vendor Program)
- FastTrack (Contractor Upfront Payment & Load Program).

**FEDERAL TERMS:** Contracts issued by SynergyNDS to the Vendor are subject to federal terms in this document. By performing the work, Vendor has accepted these terms.

### **MAINTENANCE OF RECORDS**

CONTRACTOR shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be retained for a period of seven years from the termination of this agreement or for a period of five years from the submission of the final expenditure report as per 2 CFR §200.333, whichever is greater. Each party to this Agreement or its authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by SynergyNDS or Clerk determines that monies paid to CONTRACTOR pursuant to this Agreement were spent for purposes not authorized by this Agreement, or were wrongfully retained by the CONTRACTOR, the CONTRACTOR shall repay the monies together with interest calculated pursuant to Sec. 55.03, of the Florida Statutes, running from the date the monies were paid by SynergyNDS.

### **TERMINATION**

A. In the event that the CONTRACTOR shall be found to be negligent in any aspect of service, SynergyNDS shall have the right to terminate this agreement after five days written notification to the CONTRACTOR.

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B. Either of the parties hereto may cancel this Agreement without cause by giving the other party sixty (60) days written notice of its intention to do so.

C. Termination for Cause and Remedies: In the event of breach of any contract terms, SynergyNDS retains the right to terminate this Agreement. SynergyNDS may also terminate this agreement for cause with CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, prior to termination, SynergyNDS shall provide CONTRACTOR with five (5) calendar days' notice and provide the CONTRACTOR with an opportunity to cure the breach that has occurred. If the breach is not cured, the Agreement will be terminated for cause. If SynergyNDS terminates this agreement with the CONTRACTOR, SYNERGYNDS shall pay CONTRACTOR the sum due the CONTRACTOR under this agreement prior to termination, unless the cost of completion to SynergyNDS exceeds the funds remaining in the contract; however, SynergyNDS reserves the right to assert and seek an offset for damages caused by the breach. The maximum amount due to CONTRACTOR shall not in any event exceed the spending cap in this Agreement. In addition, SynergyNDS reserves all rights available to recoup monies paid under this Agreement, including the right to sue for breach of contract.

D. Termination for Convenience: SynergyNDS may terminate this Agreement for convenience, at any time, upon one (1) weeks' notice to CONTRACTOR. If SynergyNDS terminates this agreement with the CONTRACTOR, SYNERGYNDS shall pay CONTRACTOR the sum due the CONTRACTOR under this agreement prior to termination, unless the cost of completion to SynergyNDS exceeds the funds remaining in the contract. The maximum amount due to CONTRACTOR shall not exceed the spending cap in this Agreement. In addition, SynergyNDS reserves all rights available to recoup monies paid under this Agreement, including the right to sue for breach of contract.

### **NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY**

CONTRACTOR and SYNERGYNDS agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. CONTRACTOR or SYNERGYNDS agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss.

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523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

To the extent required by Federal program legislation, including FEMA grant and cooperative agreement programs, During the performance of this Agreement, the CONTRACTOR, in accordance with *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C, agrees as follows:

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

2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting

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officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such 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 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.

### **FEDERAL CONTRACT REQUIREMENTS**

The CONTRACTOR and its subcontractors must follow the provisions, as applicable, as set forth in 2 C.F.R. §200.326 Contract provisions and Appendix II to 2 C.F.R. Part 200, as amended, including but not limited to:

**9.29.1** Davis-Bacon Act, as amended (40 U.S.C. §§3141-3148). When required by Federal program legislation, which includes emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program and Transit Security Grant Program, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must comply with the Davis-Bacon Act (40 U.S.C. §§3141-3144, and §§3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If applicable, SynergyNDS must place a current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. SynergyNDS must report all suspected or reported violations to the Federal awarding agency. When required by Federal program legislation, which includes emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port

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Security Grant Program and Transit Security Grant Program (it does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program), the contractors must also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). As required by the Act, each contractor or subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. SynergyNDS must report all suspected or reported violations to the Federal awarding agency. (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**9.29.2** Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, which includes all FEMA grant and cooperative agreement programs, all contracts awarded by SynergyNDS 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, each contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**9.29.3** Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made

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by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**9.29.4** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). 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) and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA). The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water PollutionControl Act (33 U.S.C. 1251-1387), as amended—applies to Contracts and subgrants of amounts in excess of \$150,000.

**9.29.5** Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide 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.” 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.

**9.29.6** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**9.29.7** Compliance with Procurement of recovered materials as set forth in 2 CFR § 200.322. CONTRACTOR must comply with section 6002 of the Solid Waste disposal Act, as amended, by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

### **Other Federal Requirements:**



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**9.29.9** Americans with Disabilities Act of 1990, as amended (ADA) – The CONTRACTOR will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and the assurance by the CONTRACTOR pursuant thereto.

**9.29.10** Disadvantaged Business Enterprise (DBE) Policy and Obligation - It is the policy of SynergyNDS that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with SYNERGYNDS funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. SynergyNDS and its CONTRACTOR agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with 2 C.F.R. § 200.321( as set forth in detail below), applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. SynergyNDS and the CONTRACTOR and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. 2 C.F.R. § 200.321 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the CONTRACTOR, with the funds authorized by this Agreement, seeks to subcontract goods or services, then, in accordance with 2 C.F.R. §200.321, the CONTRACTOR shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible.

b. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using 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.
- (6) Requiring the Prime contractor, if subcontractor are to be let, to take the affirmative steps listed in paragraph (1) through (5) of this section.

**9.30** The Contractor shall utilize the U.S. Department of Homeland Security's **E-Verify system** to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

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**9.31** If attached, the CONTRACTOR is bound by the terms and conditions of the Federally-Funded Subaward and Grant Agreement between SYNERGYNDS and the Florida Division of Emergency Management (Division).

**9.32** The CONTRACTOR shall hold the Division and SYNERGYNDS harmless against all claims of whatever nature arising out of the CONTRACTOR's performance of work under this Agreement, to the extent allowed and required by law.

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*This DOES NOT represent a commitment to buy. Any ACTUAL order resulting from this solicitation will be confirmed by Contract Engagement.*

## CONTRACTOR SUBMITTAL FORM

Company Name \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone No \_\_\_\_\_ Email \_\_\_\_\_

*I, the undersigned, have read and understood all applicable Terms & Conditions as described in the IFB Packet preceding the attached Contractor Submittal Form.*

Company Contact \_\_\_\_\_ Title \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## LUMP SUM PROPOSAL – SUBMITTAL DEADLINE: 09-02-19

Demolition of Existing Building \$ \_\_\_\_\_

New Building Construction \$ \_\_\_\_\_

**Total Bid** \$ \_\_\_\_\_

☐ Required | ☐ Requested | Material Deposit \$ \_\_\_\_\_

### **RETURN BID TO:**

SynergyNDS / Hurricane Michael Recovery

Email: [bids@synergynnds.com](mailto:bids@synergynnds.com)

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