



**ITB 18-01 SFSC Crews Center  
Overlay Re-Roofing & Misc. Repairs**

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## NOTICE TO BIDDERS

The District Board of Trustees of South Florida State College (hereinafter referred to as the "College") is requesting sealed bids for Overlay Re-Roofing and Misc. Repairs at the Crews Center. Qualified vendors (hereinafter referred to as "Bidders") are requested to respond to this work at the Crews Center, 200 U.S. Hwy 27 South, Avon Park, Florida. Work will be performed according to construction documents provided by Furr & Wegman Architects, P.A., of Lakeland and available from Lakeland Blueprint for reproduction cost along with other instructed requirements included within this ITB. The work effort is as per the detailed design criteria provided and applicable educational facility codes found in Florida Building Code 2017 Edition, and Florida Fire Code, 2014 Edition (or more current /revisions). Project will be a turn-key installation as specified in this ITB. The Bid Response Form and related correspondence shall be signed, sealed, addressed, and delivered to South Florida State College, 600 West College Drive, Purchasing Office-Building C-2, Avon Park, FL. 33825 by or before 3:00 p.m. on Tuesday, February 13, 2017. Submit One (1) original (signed in blue ink) and one (1) copy, and an electronic version (via flash drive or CD) of your Bid. The outside of the envelope should be clearly marked Bid for ITB 18-01 Crews Center Overlay Re-roofing and Misc. Repairs. Bids submitted by Vendors will be opened and recorded at 3:01 p.m. in Building C-2, February 13, 2018. The ITB opening is open to the public. Bids arriving after 3:00 p.m. will not be accepted and will be returned, un-opened. The College reserves the right to accept or to reject any or all bids, to waive any irregularities or informalities in any response or in the proceedings, and to accept or reject any item or combination of items. The award will be to the Bidder whose bid complies with all the requirements set forth in this ITB and whose response, in the opinion of the College, is the most advantageous to the College, taking into consideration all aspects of the Bidder's response, including the total net cost to the College, as well as all of the criteria set forth in this ITB.

Bids must clearly and specifically detail all deviations to the exact requirements imposed upon the Bidder by this ITB. Such deviations must be listed on the attached Bid Response Form; otherwise, the proposal package must be considered as being made in strict compliance with ITB 18-01 instructions and specifications.

The Bid package, in PDF file, may be downloaded from the Purchasing website at <http://www.southflorida.edu/businessoffice/purchasing/>

**Drawings with Specifications may be obtained from Lakeland Blueprint, Lakeland, FL at 863-687-9194 for reproduction cost.**

Any questions you may have can be directed in writing, to Deb J. Olson, Coordinator of Purchasing, South Florida State College, by Fax 863-784-7173, or by e-mail [purchasing@Southflorida.edu](mailto:purchasing@Southflorida.edu).

## INSTRUCTIONS TO BIDDERS

### 1. PROJECT LOCATION AND SCOPE OF WORK

The College seeks competitive bids for Overlay Re-Roofing and Miscellaneous Repairs completed at the Crews Center utilizing construction documents provided by Furr & Wegman Architects, P.A.. The winning bidder shall perform described work at the SFSC Crews Center. The location of this facility is 200 U.S. Hwy 27 South, Avon Park, FL 33825. The plan documents are available from Lakeland Blueprint for reproduction cost, they provide the minimum requirements for a successful project.

### 2. BID SUBMISSION

a. Bids must be received in the College's Purchasing Office located on the Highlands Campus, Avon Park on or before Tuesday, February 13, 2018 at 3:00 PM, local time. Send or deliver Bid to:

Purchasing Office  
South Florida State College  
600 West College Drive Bldg.C-2  
Avon Park, FL 33825-9399

b. Bids will be opened within 10 minutes of the time and date due. Bidders are invited, but not required, to attend the opening. Award is not determined, at this time.

c. **Submit One (1) original (signed in blue ink); one (1) copy**, and an electronic version (via flash drive or CD) of your bid. Faxed proposals will not be accepted. Signature will be of an individual authorized to bind the submitting firm. Any/all corrections made by bidder to the bid must be initialed. Bids may **not be** modified after submittal. A request by telephone or telegraph or fax for withdrawal of a bid will not be considered. The in person or e-mail withdrawal of a bid will not prejudice the right of a Bidder to file a new submittal prior to the time set for the opening of the bids.

### 3. FEDERAL CONTRACTUAL CLAUSES

This project could potentially be reimbursable by FEMA, therefore vendor will follow FEMA Standard Terms and Conditions Addendum for Contracts and Grants, Attachment No. 1 and The FY 2017 DHS Standard Terms and Conditions, Attachment No. 2

### 4. NO PRE-CONSTRUCTION CONFERENCE

There will be "No" pre-construction conference held, any questions you may have about this ITB can be directed in writing, to Deb J. Olson, Coordinator of Purchasing, South Florida State College, by Fax 863-784-7173. **All questions must be submitted by Monday, February 5, 2018.**

### 5. BID RESPONSE FORMS

The bid is to be submitted on the Bid Response Form supplied by the College.

### 6. CONCERNING ESCALATOR CLAUSES

Bids containing any condition which provides for changes in the stated bid prices due to increase or decrease in the costs of materials, labor, or other items required for this project will be rejected and returned to the proposer without being considered.

## 7. LUMP SUM PROPOSAL

The project is being proposed as a "Lump Sum" contract. The Bidder shall include the cost of all work necessary for a complete, in-place, "turn-key" job, including, but not limited to, mobilization and demobilization; labor and supervision; equipment and tools; materials; insurance and bonds; site preparation and excess materials disposal; clean-up and restoration; temporary sanitary facilities; and all other items incidental and necessary for a complete project.

## 8. EXAMINATION OF CONTRACT DOCUMENTS AND PROJECT WORK SITE

Before submitting a proposal, the Bidder shall carefully examine the Bid and all Contract Documents. He shall examine the site of work and satisfy himself as to the conditions which will be encountered relating to the character, quality, and quantity of work to be performed, and the materials to be furnished. The site is occupied with students and staff, Monday through Friday. The submission of a proposal shall be conclusive evidence that he has complied with these requirements and that no submission for extra compensation will be presented with regard to the nature or amount of work to be done. Additional access to the Project Work Site may be coordinated through the Purchasing office, Deb J. Olson, Coordinator of Purchasing, South Florida State College, by Fax 863-784-7173, or by e-mail [purchasing@Southflorida.edu](mailto:purchasing@Southflorida.edu).

## 9. PROTECTION OF EXISTING FACILITIES AND SAFETY OF PERSONS

It shall be the Bidder's responsibility to protect existing facilities in areas adjacent to the renovation/installation. Any damage to such facilities during work shall be repaired at the Bidder's expense. The Bidder shall hold the College harmless from all damages caused by the Bidder to adjacent areas and private property. Bidder shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to all SFSC students and staff who may be affected thereby.

## 10. INTERPRETATION OF CONTRACT DOCUMENTS

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the Contract Documents, he may submit to the College a written request for an interpretation or correction thereof. The person submitting the request will be solely responsible for its prompt delivery no less than seven (7) days prior to bid due date. Any interpretation or correction of the contract documents will be made by an addendum duly issued, and a copy of such addendum will be mailed to all persons known to the College to be eligible to submit. The College will not be responsible for any other explanations or interpretations of the project documents.

## 11. ADDENDA

The contract documents are subject to revisions prior to the time fixed for the opening of the bids by submitting the revisions in writing to all persons known by the College to have secured such documents for the purpose of submitting bids. Addenda shall become integral parts of the contract and shall be reflected in the bids submitted. Additionally, any/all addenda will be posted to the College website: <http://www.southflorida.edu/businessoffice/purchasing/>

## 12. NO BID

If you decide not to bid, please return the attached No Bid Response Form indicating reason(s) for not bidding. The bid documents are only to be used for this project and site(s) specifically identified herein and not to be used on any other project, whatsoever.

## 13. PRICES AND PAYMENT

Payment will be made upon final Project acceptance by the College. Progress payments may be considered if mutually agreed upon, in writing, prior to Bid award. Any Purchase Order issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the College.

## 14. AWARD/ACCEPTANCE

The award will be made to only one bidder. Time till completion and bidder references, along with price, may be used to determine the winning award. College may accept or reject any or all bids. SFSC may waive minor defects in any bid when no prejudice will result to the rights of any other bidder or to the public. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for thirty-five days after the day of Bid opening. BIDDER will sign and deliver the required number of Bonds and other documents required within fifteen (15) days after the date of COLLEGE's Notice of Award.

## 15. INDEMNIFICATION

The successful BIDDER agrees, by accepting the award of this bid, to the following "Hold Harmless Agreement": During the term of this bid the BIDDER shall indemnify, hold harmless, and defend the Board of Trustees of South Florida State College, Avon Park, Florida, its agents, employees, volunteers, students, and visitors from any and all costs and expenses, including, but not limited to, attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which the Board, its agents, employees, volunteers, students, and visitors may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the BIDDER, his/her/its agents or employees, or any of his/her/its equipment when such persons or equipment are on premises owned or controlled by the Board for the purpose of performing services, delivering products or goods, installing equipment or otherwise transacting business, whether such claim or claims be for damages, injury to person, group or organization, whether employed by the BIDDER or the Board, or otherwise. The BIDDER agrees to accept, and acknowledges as an adequate amount of remuneration, the consideration of \$1.00 for the acceptance of and agreement to above-stated indemnification. Furthermore, the BIDDER acknowledges that the bid price includes the consideration for the indemnification provision.

## QUALIFICATIONS OF BIDDERS

The Bidder must be capable of performing each of the various items of work proposed upon. Each Bidder shall submit with the bid a statement listing equipment available for the work, and a list of any other projects underway. As part of its Bidder qualification process, the College will also consider whether the Bidder:

- (1) Maintains a permanent place of business;
- (2) Has adequate equipment to do the work properly and expeditiously;
- (3) Has suitable financial status to meet obligations incidental to work and, upon request, shall be prepared to furnish a certified financial statement;
- (4) Has appropriate technical experience; and recent satisfactory completion of similar projects.

### 1. REQUIRED SUBMITTALS TO QUALIFY BIDDERS

- a. The bidder shall use the "BID RESPONSE FORM" as the first page of the submittal with additional pages attached, as needed.
- b. Include task pricing schedule if you are going to be requesting progress payments
- c. Bidder shall include a copy of their current certificate(s) of insurance confirming worker's compensation, public liability and property damage as required by law and SFSC ITB documents and specifications and of any subcontractors (if applicable). The official certificate(s) of insurance, as described in the General Terms and Conditions will be required only of the awarded bidder.
- d. A copy of the bidder's State License shall be attached which authorizes contractor to supervise and perform the specified work effort.
- e. A copy of the bidder's manufacturers' certification to install their system and the bidder's warranty for labor. (If applicable)
- f. A tabulation of Subcontractors (if any).
- g. Acknowledgment of any Addenda (if applicable)
- h. A list of a minimum of three (3) jobs similar in scope and size which includes a listing of experience with construction techniques, project scheduling, cost control, trade standards, quality workmanship, and building codes; completed within the past five years.
- i. Submit a list of all pending litigation and all litigation within the past five (5) years including dates, clients, and approximate dollar values. Submit evidence of final judgments rendered in your favor or if rendered against you that it was satisfied within ninety (90) days of the date judgment became final. If claims are pending, so state and describe.

**Note: Please submit responses in this same order, as requested. (a. through i.)**

## 2. EVALUATION CRITERIA

Award of contract does not obligate the College to order or accept more than College's actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds. Contract may be awarded to the bidder who provides goods or services at the best value for the College. In determining best value for the College, we can consider:

- The purchase price (total cost)
- The references of the bidder and previously completed services.
- The quality of the bidder's goods and services.
- The extent to which the goods and services meets the College's needs. .
- The total long-term cost to the College to acquire the bidder's goods and services.
- All relevant criteria specifically listed in the invitation to bid

## 3. AWARD PROTEST INFORMATION

A copy of this Intent to Recommend Award(s) as well as the Bid Tabulation sheet is posted on the South Florida State College Purchasing web site: <http://www.southflorida.edu/businessoffice/purchasing/>

A copy of this Notice of Intent to Recommend Award(s) is also posted on a Bid Bulletin Board, Business Office Building C-1, and will remain posted for a period of 72 hours. Any person who is adversely affected by this decision or intended decision shall file with the College a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph. Failure to file a protest within the time prescribed in Section 120.57 (3), or failure to post the bond or other required security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Any protest to this decision or intended decision must be delivered prior to the Protest Period End Date/Time specified in this Notice. Protest must be delivered to:

Deb J. Olson  
Coordinator of Purchasing  
South Florida State College  
Purchasing Office Building C-2  
600 W. College Drive  
Avon Park FL 33825-9356



## PROPOSAL SECURITY

1. PERFORMANCE BOND-The Form of Performance Bond shall be A1A Document A311. (Latest Edition), and shall apply to and become a part of this Section as though fully contained in the Project documents. (100%) Surety company shall be rated excellent ("A" or better), (Applies if Bid exceeds \$200,000.00)

2. BID (SECURITY) BOND- Bid security shall be made payable to SFSC in the amount of five (5) percent of the base bid. Security shall be a Bid Bond issued by surety ("A" or better) licensed to conduct business in the State of Florida. A bid bond/security shall be in the form of a certified check, cashier's check, treasurer's check, or bank draft of any national or state bank. The bond shall be submitted with Proposal (Applies if Bid exceeds \$300,000.00)

3. LABOR AND MATERIALS PAYMENT BOND-The Form of Labor and Materials Payment Bond shall be A1A Document A311, (latest edition), and shall apply to and become a part of this Section as though fully contained in the Project documents. (Applies if Bid exceeds \$300,000.00). (rated "A" or better)

### 4. DELIVERY OF BID

Each completed bid shall be placed, together with the Bid Security, in a sealed envelope so marked as to indicate its contents. When submitted by mail, this envelope shall be placed in another envelope, which shall also be sealed and addressed as indicated in the Notice to Bidders. Bids will be received on or before the hour and date set for the opening thereof and must be in the hands of the College at that time. Bids must be received in the College's Purchasing Office located on the Highlands Campus, Avon Park on or before Tuesday, February 13, 2017 at 3:00 PM, local time.

Send or deliver Bid to:

Purchasing Office  
South Florida State College  
600 West College Drive Bldg. C-2  
Avon Park, FL 33825-9356

### 5. REVISION OF BID

A bidder may change a bid price entered in a bid before it is submitted by changing the price and initialing the revision with ink. In cases where the bid has been submitted, a Bidder may not change a bid price.

### 6. WITHDRAWAL OF BID

Any bid may be withdrawn by the Bidder prior to but not after the time affixed for the opening of submittals. A request by telephone or telegraph or fax for withdrawal of a bid will not be considered. The in person or e-mail withdrawal of a bid will not prejudice the right of a Bidder to file a new submittal prior to the time set for the opening of the bids.

### 7. REJECTION OF BIDS

Bids may be rejected if they show alterations of form, additions not called for, conditional bids, incomplete bids, erasures or irregularities of any kind. The College reserves the right to waive any

irregularities in the responses as received and to reject any and all bids without qualification(s). More than one bid from an individual, firm or partnership, corporation or association, under the same or different names, will not be considered.

#### 8. RETURN OF BID GUARANTEE

The bid guarantee of all except the successful bidder will be returned within seven (7) working days after notice of award has been given to the successful bidder. The proposal guarantee of the successful responder will be returned within forty-eight (48) hours after contract bonds and insurance policies required by these documents have been finally approved by the College, and notice of award has been given to the successful bidder.

#### 9. EXECUTION OF CONTRACT

Within ten (10) days after written notification of award of the contract, the Bidder shall execute and furnish to the College the contract with a performance bond and with a payment bond, each in the full amount of the contract price, executed by a surety company or surety companies authorized to execute surety bonds under and in accordance with the laws of the State of Florida, and a Certificate of Insurance.

#### 10. FAILURE TO EXECUTE CONTRACT

Should the Bidder to whom the contract is awarded refuse or neglect to execute and file the contract, bonds, and certificate of insurance within 15 days after written notification of the award of the contract, the proposal guaranty filed with the bid shall become the property of the College, not as a penalty, but as liquidated damages. The College shall also have the option of withdrawing the awarded contract and awarding same to the next lowest responsible bidder.

#### 11. RIGHT OF ASSURANCE

Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

#### 12. TIME TO COMPLETE

Awarded Vendor agrees that work on ITB 18-01 SFSC Crews Center Re-Roofing and Misc. Repairs will be substantially complete (as confirmed by the College) within sixty (60) calendar days of the official Notice of Award and that final completion will occur within fifteen (15) days of substantial completion (College confirmed). Failure to do so will result in liquidated damages in the amount of \$250.00 per day for each day the date of actual substantial completion exceeds the schedule date of substantial completion. Such payment shall not be construed as Penalty but as Liquidated damages for breach of contract. The successful Bidder will have thirty (30) calendar days from Notice of Award to begin work (for mobilization/submittal approval) or risk cancellation of Award. Notice of Award is expected to take place on or about February 14, 2018.

## GENERAL TERMS AND CONDITIONS

A. All responses shall become the property of the South Florida State College (hereafter: College).

B. Florida Statutes 287.087 on Drug Free Work Place, 287.133(3) (a) on Public Entity Crimes, and 287.134, on Discrimination, as a whole and/or as shown below, will be complied with: 287.087.

Preference to businesses with drug free workplace programs: SFSC will break any tie bids/proposals by awarding to a business that has implemented a drug free workplace program; if still tied, SFSC shall give consideration to Service Disabled Veterans Owned Business (certified by State Department of Management). If still tied, when all these factors are still equal, finally, by flip of a coin, with tied representatives present at the coin flip. (Business with corporate office closer to Highlands Campus calls the flip).

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 bid 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 bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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.

**NOTE: PLEASE INCLUDE YOUR DRUG FREE STATUS AS PART OF THE GENERAL COMMENTS IN YOUR PROPOSAL OR WHERE INDICATED ON ANY PROPOSAL FORM.**

287.133. Public entity crime; denial or revocation of the right to transact business with public entities:(2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount

provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

287.134. Discrimination; denial or revocation of the right to transact business with public entities:(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract or provide goods and services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with a public entity.

C. Responses are due and must be received in accordance with the instructions given in the announcement page.

D. The College will not reimburse respondent(s) for any costs associated with the preparation and submittal of any responses.

E. Respondents, their agents and associates shall refrain from contacting or soliciting any College Official and that contact may be made ONLY with the individual(s) listed in this document for additional information and clarification.

F. Due care and diligence has been exercised in the preparation of this document and all information contained herein is believed to be substantially correct; however, the responsibility for determining the full extent of the service required rest solely with those making response. Neither the College nor its representative shall be responsible for any error or omission in the responses submitted, nor for the failure on the part of the respondents to determine the full extent of the exposures.

G. All timely responses meeting the specifications set forth in this document will be considered. However, respondents are cautioned to clearly indicate any deviations from these specifications. The terms and conditions contained herein are those desired by the College and preference will be given to those responses in full or substantially full compliance with them.

H. Each respondent is responsible for full and complete compliance with all laws, rules and regulations including those of the Federal Government, the State of Florida and all local rules and regulations. Failure or inability on the part of the respondent to have complete knowledge and intent to comply with such laws, rules and regulations shall not relieve any respondent from its obligation to honor its response and to perform completely in accordance with its response.

I. The College, at its discretion, reserves the right to waive minor informalities or irregularities in any responses, to reject any and all responses in whole or in part, with or without cause, and to accept that response, if any, which in its judgment will be in its best interest.

J. Award will be made to the respondent whose submittal is determined to be the most advantageous to the College, taking into consideration those responses in compliance with the requirements as set forth in this document. The College reserves the right to reject any and all responses for any reason or make no award whatsoever or request clarification of information from the respondents.

K. Any interpretation, clarification, correction or change to this document will be made by written addendum issued by the College Purchasing Department. Any oral or other type of communication concerning this document shall not be binding.

L. Responses must be signed by an individual of the respondent's organization legally authorized to commit the respondent's organization to the performance of the product(s) and/or service(s) contemplated by this document.

M. Unless otherwise stated in the specifications, the following Insurance Requirements must be met before delivery of goods and services:

1. Workers' Compensation - to meet statutory limits in compliance with the Workers' Compensation Law of Florida. This policy must include Employer Liability with a limit \$100,000 for each accident, \$500,000 disease (policy limit) and \$100,000 disease (each employee)

2. Commercial General Liability - coverage shall provide minimum limits of liability of \$1,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage. This shall include coverage for:

- \* Premises/Operations
- \* Products/Completed Operations
- \* Broad Form Contractual Liability
- \* Independent Contractors

3. Business Auto Liability - coverage shall provide minimum limits of liability of \$1,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage. This shall include coverage for:

- \* Owned Autos
- \* Hired Autos
- \* Non-Owned Autos

#### 4. Special Requirements

a. A copy of the vendor's current certificate of insurance MUST be provided with the response to this ITB, RFP, etc., for review and approval. A formal certificate shall be provided upon announcement that a vendor has been awarded the work as called for in this document. The formal insurance certificate shall comply with the following:

1) South Florida State College, a part of the State of Florida State College System, and its District Board, its Officials, Agents, Employees, and Volunteers will be named as an "Additional Insured" on both the General Liability and Auto Liability policies.

2). The College will be given notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested, and addressed to the Purchasing Coordinator, 600 W College Dr., Avon Park, FL 33825-9399

b. It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.

c. It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operations.

N. South Florida State College reserves the right to direct purchase bulk materials when it is advantageous to the College because of tax savings or special pricing available to the College.

O. If submitting a response for more than one project, each response must be in a separate envelope and correctly marked.

## P. Conflict of Interest

No college employee shall solicit or accept anything of value from a current or prospective supplier for personal gain. In accordance with, F.S.112. Part III, (Code of Ethics for Public Officers and Employees), no college employee shall, while acting in a private capacity, rent, lease or sell realty, goods or services to the college without first obtaining the approval of the president. Any award hereunder is subject to Chapter 112 Florida Statutes concerning conflict of interest. All Proposers must disclose the name of any officer, director, Board of Trustee, or agent who is also an employee of the State of Florida or any of its agencies. All Proposers must disclose the name of any College employee who owns, directly or indirectly, an interest of 5% or more in the Proposer's firm or any of its branches or dealerships.

Conflict of interest can occur by employees giving preference to donors of the College and its Foundation. As a consequence, when considering vendors for any purchase, no college employee shall solely do business with a donor because they are a donor. Employees should always strive to purchase items where the highest quality item can be obtained for the lowest cost. Significant transactions (more than \$10,000) that might occur between significant donors and the College or Foundation will include documentation justifying the economy of the transaction. Significant donors are those that have given or plan to give more than \$10,000 in a calendar year.

## Q. Cooperative Purchase

The College reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this bid to any and all public bodies, political subdivisions, school districts, community colleges, colleges and universities including nonpublic schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements which may be appended thereto. The supplying vendor/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested.

The College assumes no authority, liability, or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this bid. All purchases and payment transactions will be made directly between the vendor/contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid response.

## ADDITIONAL TERMS AND CONDITIONS

All pages included in or attached by reference to this document shall be called and constitute the submittal as stated on the front page of this document. Vendors who will not be submitting a proposal are requested to notify us and indicate why they are not bidding. Vendors who fail to respond to two or more consecutive announcements may be removed from the College's Vendor bidding list.

Contractor acknowledges that College is subject to and must comply with Florida's Public Records Law, Chapter 119, and Florida Statutes. Contractor further acknowledges its obligation to comply with the requirements of Section 119.0701, Florida Statutes, which requires Contractor (and its subcontractor, if applicable) to (a) Keep and maintain public records that ordinarily and necessarily would be required by College in order to perform the service. (b) Provide the public with access to public records on the same terms and conditions College would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. (c) Ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. (d) Meet all requirements for retaining public records and transfer, at no

cost, to College all public records in possession of Contractor upon termination of the contract and destroy any duplicate public records that are exempt and confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to College in a format that is compatible with the information technology systems of College. If Contractor (or its subcontractor, if applicable) does not comply with a public records request, College shall enforce the provisions of this contract including, but not limited to, terminating the agreement.

## TAXES

Federal transportation and excise taxes, and state excise taxes, shall not be included in proposal prices. SFSC is exempt from all such taxes. Excise tax exemption certificates will be furnished upon request. SFSC is also exempt from Florida Sales tax for products purchased directly by the College.

## LICENSES AND PERMITS

The BIDDER will assume full duty, obligation and expense, and also of its subcontractors, of having all necessary licenses and insurances. The Bidder shall be liable for any damages or loss to the Board occasioned by negligence of the Bidder (or agent) or any person the Bidder has designated in the completion of the contract as a result of his project. Permits to perform work are issued by the Official assigned by SFSC, in Bldg. "F" on the Highlands Campus, at no cost to the bidder. The college reserves the right to inspect the work in progress at any time.

## DEFAULT

Failure of the awarded bidder to meet delivery/completion schedules or to deliver/complete within a reasonable time, as interpreted by SFSC, failure to make replacement of rejected articles as directed by SFSC, or non-performance or violation of project provisions shall permit SFSC, in its discretion, to cancel the award or contract, and purchase, in the open market, articles or services of comparable grade to fulfill the requirements of the project. On all such purchases, the BIDDER, as a condition of his proposal agrees to reimburse SFSC for any expense incurred in excess of contract price for those articles or services. As a condition of this award, BIDDER agrees that undiscovered delivery of non-conforming goods or services is not a waiver of the right of SFSC to insist upon future compliance with project specifications.

## Governing Law and Venue

Any Contract resulting from this RFP is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Highlands County, Florida.

**NOTE: ANY AND ALL SPECIAL/SPECIFIC CONDITIONS, INCLUDING SPECIFICATIONS/SCOPE OF WORK, ATTACHED HERE TO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.**

# BID RESPONSE FORM

## ITB 18-01 SFSC CREWS CENTER OVERLAY RE-ROOFING & MISC. REPAIRS

**TOTAL COST: \$ \_\_\_\_\_ As per contract documents and specifications herein**

**Exceptions to Proposal:** Exceptions to specifications are not permitted without prior consideration by all bidders. Should you have a concern or value engineering suggestion, please contact the Purchasing Office in advance of responding so that the concern may be addressed by amending the proposal specifications, **if accepted**, and notifying all potential bidders of the change, or option, to ensure a fair process.

Bid Bond is included with this bid response packet (if applies)	YES	NO
In compliance with Florida Statue 287.133, as <b>not</b> being on the Convicted Vendor list for a public entity crime.	YES	NO
In compliance with Florida Statue 287.087 as a "Drug Free Workplace" this		
In compliance with Florida Statue 287.134, as <b>not</b> being on the Discriminatory Vendor list.	YES	NO
Bidder agrees to provide performance and payment bonds, as specified	YES	NO
Bidder agrees to provide certificates of insurance for all required insurance	YES	NO
Bidder complies with Qualifications of Bidders Section	YES	NO
All Required Submittals are included to qualify bidder to provide a bid.	YES	NO

Check here if this is a "NO BID" and return by mail or fax to 863-784-7173. Responding to this invitation to bid by submitting a bid or "no bid" response will demonstrate your interest in being considered for future bid opportunities. Please indicate reason for NO BID:

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Acknowledgement of Addendum (if any);

Addendum # \_\_\_\_\_ Date Received \_\_\_\_\_ Acknowledged: \_\_\_\_\_

Addendum # \_\_\_\_\_ Date Received \_\_\_\_\_ Acknowledged: \_\_\_\_\_

The undersigned hereby declares that they have examined all sites and the complete specifications and do hereby agree to supply all materials and labor necessary to provide the services being proposed in accordance with these specifications. The undersigned is authorized to bind the firm contractually.

PROPOSAL SUBMITTED BY:

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

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Mailing Address: Street

\_\_\_\_\_  
Printed Name and Official Title

\_\_\_\_\_  
Mailing Address: City, State, and Zip Code

\_\_\_\_\_  
Date of Bid Submission

**Please place this "Proposal Response Form" on top of all submitted response document**



# **PLEASE READ!**

## **Common Problems that may Result in Bids Being Rejected**

The following is a listing of some of the more common mistakes/problems that may result in Proposals being rejected. This is only a partial listing therefore; the Bid Response Form should be thoroughly reviewed before submitting your response.

- Failure to sign the bid
- Failure to fill out the bid in ink, typewriter or via computer.
- Failure to initial any changes.
- Taking exceptions.
- Failure to meet the minimum requirements of the specifications
- Failure to provide all required information/documentation
- Failure to answer all questions or meet minimum requirements as stated on Qualifications of Bidder
- Failure to deliver the bid on time to the proper location.
- Failure to sign and return all addenda (if any)

## **REMINDER**

**ITB 18-01 SFSC Crews Center Overlay Re-Roofing & Misc. Repairs**

**Due: 3:00 P.M., Tuesday, February 13, 2018**

**Purchasing Office  
600 West College Drive-Bldg. C-2  
Avon Park, Florida 33825**

## **Attachment 1 – FEMA Standard Terms and Conditions Addendum for Contracts and Grants**

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency (“FEMA”) grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 (“44 CFR 13”).

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), District is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor’s compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
2. Pursuant to 44 CFR 13.36(i)(2), District may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
  - a. Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor (“DOL”) regulations (41 CFR Ch. 60);
  - b. Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
  - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
  - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
  - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
  - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:

a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the District and be disposed of in accordance with District policy. The District, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

6. Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:

a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

- (1) The copyright in any work developed under a grant or contract; and
- (2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.

7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as District deems necessary, Contractor shall permit District, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.

8. Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or District makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

# The Department of Homeland Security Standard Terms and Conditions 2017

## Attachment 2 – Standard DHS Terms

The FY 2017 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2017. The DHS financial assistance awards terms and conditions flow down to subrecipients, unless a particular award term or condition specifically indicates otherwise.

### **Assurances, Administrative Requirements, Cost Principles, and Audit Requirements**

DHS financial assistance recipients must complete either the OMB Standard Form [424B Assurances – Non-Construction Programs](#), or OMB Standard Form [424D Assurances – Construction Programs](#) as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [2 C.F.R. Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#).

### **DHS Specific Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the [DHS Office of Civil Rights and Civil Liberties](#) (CRCL) by e-mail at [crcl@hq.dhs.gov](mailto:crcl@hq.dhs.gov) or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

#### **Acknowledgment of Federal Funding from DHS**

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

#### **Activities Conducted Abroad**

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

# The Department of Homeland Security Standard Terms and Conditions 2017

## **Age Discrimination Act of 1975**

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* ([Title 42 U.S. Code, § 6101 et seq.](#)), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

## **Americans with Disabilities Act of 1990**

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. ([42 U.S.C. §§ 12101–12213](#)).

## **Best Practices for Collection and Use of Personally Identifiable Information (PII)**

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) as useful resources respectively.

## **Civil Rights Act of 1964 – Title VI**

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* ([42 U.S.C. § 2000d et seq.](#)), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

## **Civil Rights Act of 1968**

All recipients must comply with [Title VIII of the Civil Rights Act of 1968](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (See [42 U.S.C. § 3601 et seq.](#)), as implemented by the Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See [24 C.F.R. § 100.201](#).)

## **Copyright**

All recipients must affix the applicable copyright notices of [17 U.S.C. §§ 401 or 402](#) and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

## **Debarment and Suspension**

All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), and [2 C.F.R. Part 180](#). These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

## **Drug-Free Workplace Regulations**

All recipients must comply with the *Drug-Free Workplace Act of 1988* ([41 U.S.C. § 701 et seq.](#)), which requires all organizations receiving grants from any federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at [2 C.F.R. Part 3001](#).

# The Department of Homeland Security Standard Terms and Conditions 2017

## Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

## Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 ([20 U.S.C. § 1681 et seq.](#)), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#)

## Energy Policy and Conservation Act

All recipients must comply with the requirements of [42 U.S.C. § 6201](#) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

## False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of [31 U.S.C. § 3729- 3733](#) which prohibits the submission of false or fraudulent claims for payment to the federal government. (See [31 U.S.C. § 3801-3812](#) which details the administrative remedies for false claims and statements made.)

## Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See [OMB Circular A-129](#).)

## Federal Leadership on Reducing Text Messaging while Driving

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in [E.O. 13513](#), including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

## Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under [49 U.S.C. § 41102](#)) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* ([49 U.S.C. § 40118](#)) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 [amendment](#) to Comptroller General Decision B-138942.

## Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, [15 U.S.C. § 2225a](#), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, [15 U.S.C. § 2225](#).

## Limited English Proficiency (*Civil Rights Act of 1964, Title VI*)

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department->

# The Department of Homeland Security Standard Terms and Conditions 2017

[supported-organizations-provide-meaningful-access-people-limited](#) and additional resources on <http://www.lep.gov>.

## **Lobbying Prohibitions**

All recipients must comply with [31 U.S.C. § 1352](#), which provides that none of the funds provided under an federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal.

## **National Environmental Policy Act**

All recipients must comply with the requirements of the [National Environmental Policy Act](#) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

## **Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

## **Non-supplanting Requirement**

All recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

## **Notice of Funding Opportunity Requirements**

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

## **Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the [Bayh-Dole Act, Pub. L. No. 96-517](#), as amended, and codified in [35 U.S.C. § 200](#) et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at [37 C.F.R. Part 401](#) and the standard patent rights clause located at 37 C.F.R. § 401.14.

## **Procurement of Recovered Materials**

All recipients 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 C.F.R. Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

## **Rehabilitation Act of 1973**

All recipients must comply with the requirements of Section 504 of the [Rehabilitation Act of 1973, 29 U.S.C. § 794](#), as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

# The Department of Homeland Security Standard Terms and Conditions 2017

<b>Reporting of Matters Related to Recipient Integrity and Performance</b>	If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at <a href="#">2 C.F.R. Part 200, Appendix XII</a> , the full text of which is incorporated here by reference in the award terms and conditions.
<b>Reporting Subawards and Executive Compensation</b>	All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at <a href="#">2 C.F.R. Part 170, Appendix A</a> , the full text of which is incorporated here by reference in the award terms and conditions.
<b>SAFECOM</b>	All recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the <a href="#">SAFECOM</a> Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
<b>Terrorist Financing</b>	All recipients must comply with <a href="#">E.O. 13224</a> and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
<b>Trafficking Victims Protection Act of 2000</b>	All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the <i>Trafficking Victims Protection Act of 2000</i> , (TVPA) as amended by <a href="#">22 U.S.C. § 7104</a> . The award term is located at <a href="#">2 C.F.R. § 175.15</a> , the full text of which is incorporated here by reference in the award terms and conditions.
<b>Universal Identifier and System of Award Management (SAM)</b>	All recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at <a href="#">2 C.F.R. Part 25, Appendix A</a> , the full text of which is incorporated here by reference in the terms and conditions.
<b>USA Patriot Act of 2001</b>	All recipients must comply with requirements of the <a href="#">Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act)</a> , which amends <a href="#">18 U.S.C. §§ 175–175c</a> .
<b>Use of DHS Seal, Logo and Flags</b>	All recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
<b>Whistleblower Protection Act</b>	All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at <a href="#">10 U.S.C § 2409</a> , <a href="#">41 U.S.C. 4712</a> , and <a href="#">10 U.S.C. § 2324</a> , <a href="#">41 U.S.C. §§ 4304</a> and <a href="#">4310</a> .