



Indian River County Sheriff's Office- Procurement Unit
4055 41st Avenue
Vero Beach, FL 32960
Phone (772) 978-6032

Invitation to Bid

Project Name: Disinfection and Sanitizing Services
Bid #: 2022-02
Bid Bond Required: No
Public Construction Bond Required: No
Pre-Bid Meeting time/location: N/A

Bid Opening Date: August 15, 2022
Bid Opening Time: 2:00 P.M.

All bids must be received by the Procurement Unit, 4055 41st Avenue, Vero Beach, Florida 32960 prior to the date and time shown above. Late bids will not be accepted, opened or considered.

PLEASE SUBMIT:
(1) ONE MARKED ORIGINAL, AND
(1) COPY OF YOUR BID

Refer All Questions to:

Email: requisitionrequest@ircsheriff.org

ADVERTISEMENT FOR BID

Notice is hereby given that the Indian River County Sheriff's Office is calling for and requesting bids for the following:

Bid # 2022-02
Disinfection and Sanitizing Services

Detailed specifications are available at: www.demandstar.com or by selecting "Current Solicitations" at www.ircsheriff.org.

Deadline for receipt of bids has been set for **2:00 P.M. on August 15, 2022**. Only bids received on or before the time and date listed will be considered. Bids should be addressed to:

IRCSO- Procurement Unit
4055 41st Avenue, Sunsky Building
Vero Beach, Florida 32960

All bids will be screened privately by a panel of evaluators August 17, 2022. Bids submitted after 2:00 PM on the day specified above, will not be opened or considered.

The Indian River County Sheriff's Office reserves the right to cancel the bid, accept or reject any and all bids in whole or in part and to waive any technicality or irregularity.

PROCUREMENT MANAGER
INDIAN RIVER COUNTY SHERIFF'S OFFICE

Publish: DemandStar/IRCSO Website
Date: Monday, July 25, 2022

TABLE OF CONTENTS AND REQUIRED DOCUMENTS CHECKLIST

	Item	Document Number	Requirement	Page Number
1	Advertisement for Bid	List pertinent information surrounding the bid solicitation.	N/A	3
2	Instructions to Bidders	Defines general terms and conditions, including licensure requirements	N/A	4
3	Technical Specifications	Identifies the scope of work required for this project.	N/A	11
4	Bid Form	Official form to submit bid amount.	Mandatory	12
5	Qualifications Questionnaire	Document for bidder to provide information regarding skills and abilities to accomplish the scope of work.	Desirable	14
6	Evaluation and Award Process	Defines the stages of the bid process and the evaluation of determining the lowest, responsive, and responsible bidder.	N/A	16
7	Evaluation Criteria	Lists the standards against which bids will be evaluated.	N/A	18
8	Acceptance of Federal Terms	Required documentation and acknowledgments for entities that plan to expend Federal funding.	Mandatory	19
9	Affidavit of Compliance	Affidavit for bidder to document any grievances with the bid solicitations.	Desirable	26
10	Disclosure of Relationships	Sworn statement for bidder to identify or disclose any relationships that may have an impact on award decisions.	Mandatory	27
11	Contracting with Scrutinized Companies	Sworn statement for bidder to attest it has not been placed on specific exclusion listings.	Mandatory	29
12	Certification Regarding Debarment	Sworn statement for bidder to attest it is not presently debarred from conducting business by any Federal department or agency.	Mandatory	30
13	Certification Regarding Lobbying	Sworn statement for bidder to attest that funds under this solicitation shall not be utilized for any lobbying activities.	Mandatory	32

Publish: DemandStar/IRCSO Website

Date: Wednesday, July 25, 2022

Instructions to Bidders

Definitions

Bidder – Individual or entity submitting a bid to Owner.

Contractor – The lowest, responsive, and responsible bidder to whom Owner makes award.

Owner – Indian River County Sheriff's Office

General Terms and Conditions

Cone of Silence. Potential bidders and their agents must not communicate in any way with the Sheriff's Office or any Indian River County staff other than Procurement personnel in reference or relation to this solicitation. This restriction is effective from the time of bid advertisement until the Sheriff's Office meets to authorize award. Such communication may result in disqualification.

Interpretations: No oral interpretations will be made to any Bidder as to the meaning of the Specifications. Every request for such an interpretation shall be made in writing, addressed and forwarded to the Procurement Unit (requisitionrequest@ircsheriff.org) ten (10) or more days before the date fixed for opening of the bids. The Sheriff's Office shall not be responsible for oral interpretations given by any IRCISO employee. Every interpretation made to bidder will be in the form of an Addendum to the specifications, which if issued, will be sent promptly as is practical to all persons to whom specifications have been issued. All such Addenda shall become part of the specifications. Further, it shall be the responsibility of each bidder, prior to submitting their bid, to determine if addenda were issued and to make such addenda a part of their bid. Addenda items are NOT subject to automatic notifications and it shall be the responsibility of the bidder to frequently check for addenda items prior to submission.

Licensure: Bidder must possess licensure as indicated by the State of Florida and must be compliant with any requirements issued by the Florida Department of Business and Professional Regulation.

Insurance:

- **Owners and Subcontractors Insurance:** For the scope of this project, bondage and insurance are not required; however, additional weight shall be applied to the overall score of the Contractor that provides at minimum General Liability Insurance and a Janitorial Surety Bond (as identified in the Evaluation Criteria).
- **Worker's Compensation Insurance:** The Contractor shall procure and maintain worker's compensation insurance to the extent required by law for all their employees to be engaged in work under this contract. In case any employees are to be engaged in hazardous work under this contract and are not protected under the worker's compensation statute, the Contractor shall provide adequate coverage for the protection of such employees.

Variations to Specifications: For purposes of evaluation, Bidder must indicate any variances from the specifications and / or conditions on the form provided with this Invitation to Bid. Otherwise, it will be assumed that the product or service fully complies with the specifications. Items specifically described, as alternates shall be reviewed as an alternative bid to be considered by the Sheriff's Office, in lieu of the primarily specified item(s). However, item(s) varying from the published specifications shall be considered substitutes, and the Sheriff's Office reserves the right to consider or not to consider substitute bids.

Sealed Bids and Envelope Markings: All bids must be submitted in a sealed opaque envelope. The outside of the envelope must be clearly marked with the Sealed Bid #, Title of the Bid, Date of the Bid opening, and Time of the Bid Opening and name of firm submitting.

Bid Submission: All bids must be signed with the legal Firm name and by an Officer or employee having authority to bind the company or firm by his / her signature. Bids must be submitted on forms provided by the Sheriff's Office. The bid forms shall not be recreated. **Bids not submitted on the attached form(s) shall be rejected, as will bids submitted on rewritten or recreated bid forms.** Submittal of one marked original bid and one copy. The Sheriff's Office will not reimburse any bidder for costs associated with preparation or submittal of this bid.

Errors: When an error is made in the bid extension of generating total bid prices or in any other process of completing the bid, the original unit prices submitted will govern. Discrepancies between words and figures will be resolved in favor of the words. Carelessness in quoting prices, or in preparation of the bid otherwise, will not relieve the bidder from performance.

Bid Rejection: Failure to comply with all the enclosed instructions may result in rejection of the bid.

Consideration of Bids: Verbal, emailed or faxed bids will not be considered.

Opening Location: It will be the sole responsibility of the Bidder to deliver their bid personally or by mail or other delivery service to "Indian River County Sheriff's Office, Procurement Unit, 4055 41st Avenue, Vero Beach, FL 32960," on or before the closing hour and date shown for receipt of bids. Bids received in person or by mail after the stated time and date will not be accepted or considered.

Irrevocable Offer: Bidder warrants by virtue of submitting a signed bid, that the prices quoted will remain firm and be considered an irrevocable offer for a period of sixty (60) days, during which time one or more of the bids received may be accepted by the Sheriff's Office and shall deem the offer accepted upon approval.

Withdrawal of Bids: A bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time of opening of bids. If, within 48 business hours after Bids are opened, any bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that bidder may withdraw its bid and bid security will be returned. Thereafter, if the work is rebid, that bidder may be disqualified from further bidding on the work.

Co-Operative Purchasing: It is the intent of the Invitation of Bid to secure goods or services to be used by the Indian River County Sheriff's Office. However, by virtue of bidding, the bidder accepts the right of other Florida Governmental agencies to purchase from this bid proposal, when appropriate. The successful bidder and the requesting Governmental agency, apart from Indian River County Sheriff's Office, shall handle any such purchases separately. Further, the Sheriff's Office assumes no liability for materials or services ordered by any other Governmental agency by virtue of this bid. Bidders that find this condition unsatisfactory should indicate this by showing exception on the Bid Form.

Public Record Exemption: Correspondence, materials, and documents received pursuant to this Invitation for Bid become public records subject to the provisions of Chapter 119, Florida Statutes. Should the Bidder assert any exemptions to the requirements of Chapter 119, Florida Statutes, and related statutes, the burden of establishing such exemption, by the way of injunctive or other relief as provided by law, shall be upon the Bidder.

Local Preference: Indian River County has no local ordinance or preferences, as set forth in Florida Statutes section 255.0991(2) in place, therefore no preference prohibited by that section will be considered in the acceptance, review or award of this bid.

Supplemental Information: The Sheriff's Office reserves the right to conduct such investigations as it deems

necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other relevant parties to perform and furnish the work. To demonstrate qualifications to perform the work, each Bidder must be prepared to submit, within 5 days of Owner's request, written evidence, such as financial data, previous experience, present commitments, and other such data as may be necessary to prove to the satisfaction of the Owner that the Bidder is qualified by experience to do the work and is prepared to complete the work within the stated time period. Failure to provide any requested information may result in the determination of the Bidder as non-responsible.

Awards: The Sheriff's Office reserves the right to cancel the bid, accept or reject any and all bids in whole or in part, and waive any irregularity or technicality in bids received. When it is determined there is no competition to the lowest responsive, responsible Bidder, rebidding of the project is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. The Sheriff's Office reserves the right to not make any award(s) under this bid.

Bid Protest: Any actual or prospective bidder or proposer who is aggrieved in connection with a competitive selection process may protest to the Procurement Manager. The protest shall be submitted to the Procurement Manager in writing within seven (7) calendar days after the bidder or proposer knows or should have known of the facts giving rise to the protest. If the protest is not resolved by mutual agreement, the Procurement Manager shall promptly issue a decision in writing, after consulting the using Division and Legal Counsel.

Applicable Law and Venue: The resulting Agreement and all rights and duties of the parties hereto shall be governed by the laws of the State of Florida, including but not limited to the provisions of the Florida Uniform Commercial Code Chapters 671-679 F.S., for any terms and conditions not specifically stated within. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Contract shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

Cancellation: It is the intention of the Sheriff's Office to purchase material and / or services from sources of supply that will provide prompt and convenient shipment and service. Any failure of the supplier to satisfy the requirements of the County shall be reason for termination of the award.

Termination by the Owner: The Sheriff's Office reserves the right to terminate a contract by giving thirty (30) days notice, in writing, of the intention to terminate, if at any time the contractor fails to abide by or fulfill any of the terms and conditions of the contract. The Sheriff's Office also reserves the right to terminate this contract for convenience of the Sheriff's Office and / or with or without cause.

Non-Collusion: By signing and submitting the Bid Form, the Bidder certifies that,

- This bid has been arrived at by the Bidder independently and has been submitted without collusion, and without any agreement, understanding, or planned common course, or action with, any vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition, and
- The contents of the bid have not been communicated by the Bidder or its employees or agents to any person not an employee or an agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.
- No attempt has been made or will be made by the Bidder to induce any other person(s) or firm(s) to submit or not to submit a bid for the purpose of restricting competition.

Conflict of Interest: Any entity submitting a bid or proposal or entering into a contract with the Sheriff's Office shall disclose any relationship that may exist between the contracting entity and a Sheriff's Office or a County Employee. The relationship with a Sheriff's Office or a County Employee that must be disclosed is as follows: *father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild*. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity. The disclosure of relationships shall be a sworn statement made on a Sheriff's Office approved form. Failure to submit the form may be cause for rejection of the bid or proposal.

Public Entity Crimes: Pursuant to Florida Statutes Section 287.133(2)(a), all Bidders are hereby notified that 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, proposal, or reply on a contract to provide any goods or services to a public entity (defined as the State of Florida, any of its departments or agencies, or any political subdivision); may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. A "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

Suspension and Debarment: The Sheriff's Office will not make award to parties listed on the government-wide exclusions in the System for Award Management (SAM). The bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. By submittal of a bid in response to this solicitation, bidder asserts neither it nor its principals is presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participation in this work by any Federal department or agency. For work funded by federal grant, contractor is required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>) prior to execution of the agreement.

Scrutinized Companies Lists: The bidder certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, Contractor certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. The Sheriff's Office may terminate this Contract if Company is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes. The Sheriff's Office may terminate this Contract if Company, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

Accordingly, firms responding to this solicitation shall return with their response an executed copy of the attached "Certification Regarding Prohibition Against Contracting With Scrutinized Companies." Failure to return this executed form with submitted bid/proposal/statement of qualifications will result in the response being deemed non-responsive and eliminated from consideration.

Non-Discrimination: The Sheriff's Office will not knowingly do business with vendors or contractors who discriminate on the basis of race, color or national origin, sex, sexual orientation, gender identity, age and/or disability. Through the course of providing services to the Sheriff's Office, Contractors shall affirmatively comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as well as all other applicable regulations, guidelines and standards. Any person who believes their rights have been violated should report such discrimination to the County's Title VI/Nondiscrimination Coordinator through the office of the County Attorney.

E-Verify: Bidder must be registered with and use, at their sole expense, the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees, as required by Section 448.095, F.S. Owner, contractor, and subcontractors may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Contractor is responsible for obtaining proof of E-Verify registration for all subcontractors. This requirement applies to any provider of services or goods.

Assignment/Delegation: No right, obligation or interest in an awarded Agreement may be assigned or delegated by the Bidder without prior written consent of the Sheriff's Office, without prejudice to the Sheriff's Offices other rights and remedies.

Energy Policy and Conservation Act – The Contractor agrees to comply with 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 (when applicable).

Compliance with Laws and Regulations: Bidder agrees that they will comply with all Federal, State, and Local Laws and Regulations applicable to the production, sale, and delivery of the goods or the furnishing of any labor or services called for by the resulting Agreement, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Noncompliance may be considered grounds for termination of contracts.

Affirmative Steps: CONTRACTOR must take the following affirmative steps to ensure minority business, women's business enterprises and labor surplus area firms are used when possible:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
2. Ensuring 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 of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

DHS Seal: If this project is federally-funded, the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials shall not be used by the Bidder without specific FEMA pre-approval.

Indemnification: CONTRACTOR shall defend, indemnify and hold harmless the Sheriff's Office, officers, employees

2022036 Annual Air Conditioning Maintenance, Repairs and Installation and agents, from any and all losses, damages, expenses (including reasonable attorneys fees) and other liabilities of any type whatsoever, arising out of or relating to any negligence, intentional tort, breach of contract, or breach of applicable law by the contractor, or its employees, agents, subcontractors, or other persons or entities performing work under the contract.

Records/Audit: The Bidder shall maintain books, records and documents pertinent to performance under this Invitation and any resulting Agreement in accordance with generally accepted accounting principles consistently applied. The Sheriff's Office and the Florida Office of the Inspector General shall have inspection and audit rights to such records for audit purposes during the term of the contract and for three years following the termination of obligations hereunder. Records which relate to any litigation, appeals or settlements of claims arising from performance under this work or purchase shall be made available until a final disposition has been made of such litigation, appeals, or claims.

Public Access: The Bidder shall allow public access to all documents and materials in accordance with the provisions of Chapter 119, Florida Statutes.

Delivery Requirements: Delivery of goods is "FOB Destination" unless delivery terms are specified otherwise in the specifications. If the Sheriff's Office agrees in writing to reimburse Seller for transportation costs, the Sheriff's Office shall have the right to designate the method of shipment. In either case, the title and all risk of loss of the goods shall remain with the Seller until the goods are received and accepted by the Sheriff's Office. Rejected materials will be returned to Seller at the Seller's risk and expense.

Descriptive Information: Descriptive literature including Specifications must accompany your bid. Manufacturer's name and model numbers are used herein solely for the purpose of establishing a standard of design, quality, and use of the merchandise required. Products of other manufacturers will be acceptable if they meet or exceed established standards with the exception of those items specified "NO SUBSTITUTION".

Manufacturer's Certification: The Sheriff's Office reserves the right to request from the Bidder a separate manufacturer's certification of all statements made in the bid.

Domestic Preference for Procurement: In accordance with 2 CFR 200.322, the Sheriff's Office will extend a preference for the purchase, acquisition or use of goods, products or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement and other manufactured products), to the maximum extent practicable.

Price and Discount Requirements: Quote net prices after deducting trade discounts. All discounts must be incorporated in the prices contained in the bid, and not shown separately. Invoices submitted must agree with the prices formally bid.

Taxes: The Sheriff's Office is exempt from any taxes imposed by State and / or Federal Government. Exemption Certificates, if required, are to be furnished by the successful bidder and will be filled out by the Sheriff's Office.

Delivery and Completion Dates: Indicate delivery and completion dates. This may be a determining factor in the award of the bid. The Sheriff's Office may, at its option, grant additional time for any delay or failure to perform hereunder if the delay will not adversely affect the best interests of the Sheriff's Office and is due to causes beyond the control of the Bidder. Such grant must be in writing and made part of the resulting Agreement.

Acceptance: Receipt of an item shall not be an indication that the items are acceptable. Final acceptance and authorization of payment shall be given after a thorough inspection indicates that the item is delivered in accordance with the Bid Specifications. Suppliers are advised that in the event the delivered item does not meet specifications, payment will be withheld until such time the supplier takes necessary corrective action.

Default Provision: In case of default by the Bidder, the Sheriff's Office may procure the articles or services from other sources and hold the Bidder responsible for excess costs incurred thereby, and may take such action, as it deems appropriate, including legal action for Damages or Specific Performance.

Note: Any and all special conditions attached hereto, which may vary from these General Conditions, shall have precedence.

End of General Terms and Conditions

Technical Specifications

Scope

The Indian River County Sheriff's Office (IRCSO) is seeking bids for coronavirus (COVID-19) decontamination, disinfecting, and sanitizing services on the Sheriff's Office 35,000 square feet campus. IRCSO has 16 buildings, which includes 7 buildings with active inmate populations.

Term of Contract

The contract term shall be for thirty (30) months from the date of award. IRCSO reserves the option to extend the contract for two additional periods of one (1) year each, subject to vendor acceptance, satisfactory performance and staff's determination that a renewal would be in the best interest of the Sheriff's Office. Notification of interest to renew will be mailed sixty (60) calendar days in advance of the expiration date of this award.

Contract Begins: Wednesday, August 31, 2022
Contract Ends: Tuesday, December 31, 2024

Scope of Work

REQUIRED SERVICES

Contractor shall provide proactive viral pathogen cleaning to sanitize and disinfect the hard surfaces in and around the interior of all facilities located on the Indian River County Sheriff's Office main campus. Anti-bacterial and anti-viral product shall be applied to entrances, walkways, common areas, and public gathering areas three (3) times per week.

General Requirements:

- Contractor shall provide all materials and labor necessary for disinfecting services.
- Materials utilized are required to be on the Environmental Protection Agency's (EPA) list of approved disinfectants, List N.
 - Data sheets for the select materials must have similar or higher ratings than Nisus DSV.
 - Disinfecting products that also appear on List O (Emerging Viral Pathogen's) shall be given preference in evaluation scoring.
- Services should be quick drying and the use of electrostatic sprayers are preferred.

Specific Requirements:

- Contractor must be available for emergency sprays with limited advanced notice. Emergency sprays are to be included in the unit price with no restrictions on frequency.
- Emergency sprays typically cover an area of 5,000 square feet or less, but can be larger depending on the specific location.
- The Sheriff's Office operates full-time on a year-round basis. Due to the nature of business operations, services times and dates are flexible and subject to negotiations.
- The Sheriff's Office reserves the right to modify these procedures on a case-by-case basis as in the best interest of the IRCSO's ongoing operations.
- There shall be no additional charges for travel time to the facility where the service or installation will be performed.
- All vendors must possess the ability to pass a Level 1 background check.

End of Technical Specifications

BID PROPOSAL FORM



INDIAN RIVER COUNTY SHERIFF'S OFFICE
4055 41ST AVENUE
VERO BEACH, FL 32960

CONTRACTOR ("BIDDER")					
Name					
Address					
Address					
City		State		Zip	
PROJECT IDENTIFICATION					
Bid/RFP #	2022-02				
Project Title	Disinfection and Sanitizing Services				

Return your Bid in an envelope, sealed and clearly marked on the outside with the appropriate bid number to the address listed above and deliver to:

Procurement Unit
Sunsy Building

Bids must be received prior to posted deadlines, no exceptions.

PROJECT DESCRIPTION

Coronavirus (COVID-19) decontamination, disinfecting, and sanitizing services for the Indian River County Sheriff's Office main campus.

RESPONSIVE BIDDER

The apparent low bidder on a contract valued at more than \$250,000 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000 of work on the project including labor and materials. A bid bond and insurance are also required for all construction projects valued at more the \$250,000. Additional required documents provided in remainder of Bid Package (Section 00300)

Special Instructions: The bid/proposal process is highly controlled. To protect the integrity of the process, any questions or clarification regarding this Request for Bid/Proposal must be handled by the Procurement Unit.

BASE BID INFORMATION

The undersigned, hereinafter call the Bidder, being familiar with and understanding the Bidding documents and also having examined project site and being familiar with all local conditions affecting the Project, hereby proposes to furnish all labor, material, equipment, supplies, and transportation, and to perform all Work in accordance with the Bidding Documents within the timeline set forth therein, for the sum of:

BASE BID _____
Written Amount

BASE BID _____
 (Numerical)

(Amount to be shown in both words and numbers, in the event of a difference between the written amount and the numerical amount, the written amount shall prevail)

BID PROPOSAL FORM - CONTINUED

Disinfecting Product	Service Type	Unit Price	Frequency	Billing Term	Term Length	Total	
<i>Ex/ XXX Product</i>	<i>Ex/ Fogger or Sprayer</i>	<i>\$ XXX</i>	<i>Three X's Weekly</i>	<i>Monthly @ \$ X,XXX</i>	<i>60 Months</i>	<i>\$ XX,XXXX</i>	
		\$	3 x's Weekly	\$	60 Months	\$	
Sub-Total						\$	
Additional Charges/Fees (<i>Please list in detail below</i>):						\$	
						Sales Tax	<i>Tax Exempt</i>
						TOTAL	\$

Bidding Acknowledgements:

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form including in the Bidding Package Contents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Package Contents.
- 2.01 Bidder accepts all of the terms and conditions of the "Advertisement of Invitation to Bid" and the "Instructions to Bidders", including without limitation those dealing with the disposition of Bid Security (if applicable). The Bid will remain subject to acceptance for 21 days after the Bid opening, or for such longer period of time that Bidder may agree in writing upon request of OWNER.
- 3.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

Name of Applicant:

Title of Applicant:

Signature of Applicant:

Date:

QUALIFICATIONS QUESTIONNAIRE

Notice: The OWNER retains the discretion to reject bids of non-responsive bidders.

INDIAN RIVER COUNTY SHERIFF'S OFFICE

BID/RFP #: 2022-02

PROJECT TITLE: Disinfection and Sanitizing Services

Applicant Type: Individual: <input type="checkbox"/> Partnership: <input type="checkbox"/> Corporation: <input type="checkbox"/> Joint Venture <input type="checkbox"/>			
Business Name (as shown on your W-9):			
Owners Name as per IRS Records, if reporting under SSN:			
Federal Tax Identification Number (FEIN):		OR Social Security Number:	
Tax Status: C-Corp: <input type="checkbox"/> S-Corp: <input type="checkbox"/> Individual/Sole Proprietor (1099): <input type="checkbox"/> LLC/LLP (1099): <input type="checkbox"/>			
Business Address:			
City	State	Zip Code	
GSA Contract #:	sam.gov Entity ID:		
State Contractor License #:	E-Verify Registration #:		
Certified (Include Certificate)			
Minority Owned: <input type="checkbox"/> Small Business Owner: <input type="checkbox"/> Veteran Owned: <input type="checkbox"/> Women Owned: <input type="checkbox"/>			
Email Address:	Phone #:	Fax #:	

If applying as an Individual:

- Attach copy of DBA

If applying as a Partnership:

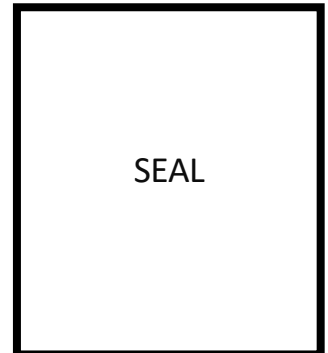
- Attach evidence of authority to sign

If applying as a Corporation, provide the following information:

- State of Incorporation
- Type (General Business, Professional, Service, etc.): _____
- Date of Qualification to do business is: _____
- Attach evidence of authority to sign

If applying as a Joint Venture:

- Complete and execute two copies of this form; each joint venturor must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.



QUESTIONNAIRE MUST BE COMPLETED IN ITS' ENTIRETY:

1) Number of years your organization has been providing these services:

2) Has your organization ever failed to complete work awarded to you? YES or NO

[If your answer is "yes", then attach a separate page to this questionnaire that explains the circumstances and list the project name, Owner, and the Owner's telephone number for each project in which the firm failed to complete the work.]

- 3) Has your organization ever been assessed liquidated damages? YES or NO
[If your answer is “yes”, then attach a separate page to this questionnaire that explains the circumstances and list the project name, Owner, and the Owner’s telephone number for each project in which liquidated damages have been assessed.]

- 4) Has your organization ever been charged for violating any OSHA regulations? YES or NO
[If your answer is “yes”, then attach a separate page to this questionnaire that explains the circumstances and list the project name, Owner, and the Owner’s telephone number for each project in which OSHA violations were alleged.]

- 5) Has the firm implemented a drug-free workplace program in compliance with Florida Statute 287.087?
 YES or NO *[in the event of a tie, preference shall be given to businesses with drug-free workplace programs]*

Please complete the following information for SIMILAR projects:

NAME OF PROJECT: _____ **DATE COMPLETED:** _____

SCOPE OF WORK: _____

OWNER: _____ **CONTACT PERSON:** _____
NAME/EMAIL ADDRESS/PHONE

ORIGINAL CONTRACT AMOUNT: _____ **FINAL CONTRACT AMOUNT:** _____

NAME OF PROJECT: _____ **DATE COMPLETED:** _____

SCOPE OF WORK: _____

OWNER: _____ **CONTACT PERSON:** _____
NAME/EMAIL ADDRESS/PHONE

ORIGINAL CONTRACT AMOUNT: _____ **FINAL CONTRACT AMOUNT:** _____

NAME OF PROJECT: _____ **DATE COMPLETED:** _____

SCOPE OF WORK: _____

OWNER: _____ **CONTACT PERSON:** _____
NAME/EMAIL ADDRESS/PHONE

ORIGINAL CONTRACT AMOUNT: _____ **FINAL CONTRACT AMOUNT:** _____

Name of Applicant: _____ Title of Applicant: _____

Signature of Applicant: _____ Date: _____

Evaluation and Award Process

- The evaluation process shall begin immediately after opening of the Application/Bid/Proposal with a preliminary examination to verify the overall completeness of the Application/Bid/Proposal received as required by the Sheriff's Office, before undertaking their detailed examination or evaluation.
- All Application/Bid/Proposal will be subjected to a preliminary examination. This action enables the evaluation committee to identify and reject Applications/Bids/Proposals that are incomplete, invalid or substantially non-responsive. The results of preliminary examination should be presented in the Evaluation Form. If the Application/Bid/Proposal fails preliminary acceptance, the reasons shall be clearly explained in footnotes or in an attachment, as necessary.
 - Rejection at this stage puts the Application/Bid/Proposal out of any further considerations, it shall be ensured that the decision to reject is justifiable. In the preliminary examination, attention shall be directed toward deficiencies that, if accepted, would provide unfair advantages to the Applicant/Bidder/Proposer.
 - Sound judgment shall be applied: for example, simple omissions or mistakes arguably due to human error shall not be grounds for immediate rejection of the Application/Bid/Proposal.
- Justification to reject shall be based on the existence of one or more major deficiencies or deviations which cannot be permitted to be rectified or accepted in any case, and rejection would be justified and sustainable. A material deviation is one which:
 - A) has an effect on the validity of the bid; or
 - B) has been specified in the bidding documents as grounds for rejection of the bid; or
 - C) is a deviation from the technical specifications in the bidding documents whose effect on the bid price is substantial but cannot be given a monetary value.
- The following factors will be thoroughly examined to determine if the Application/Bid/Proposal are deemed responsive:
 - A) Verification: The validity of the Application/Bid/Proposal requires that all relevant forms be signed by authorized person or persons. If the Applicant/Bidder/Proposer is a joint venture, the joint venture agreement must be submitted; if the Applicant/Bidder/Proposer is an agent, an authorization from the supplier or manufacturer must be provided in addition to any documentation required of the supplier or manufacturer itself.
 - B) Eligibility: All goods and services shall originate from eligible source countries. In the case of plant and equipment, this eligibility test is applied only to the finished product offered in the Application/Bid/Proposal and to its major and clearly identifiable components.
 - C) Completeness of Application/Bid/Proposal: Unless the Sheriff's Office specifically allows Applicant/Bidder/Proposers in writing to omit, change, or exclude specific items in the Technical Specifications, those items will be considered nonresponsive. Material deviations to the Technical Specifications are a basis for the rejection of an Application/Bid/Proposal.
 - 1) Examples of material deviations include:
 - A) Refusing to bear important responsibilities and liabilities allocated in the ITB, such as performance guarantees and insurance coverage;
 - B) Inability to meet the critical delivery schedule or work schedule clearly specified in the ITB;
 - C) Failure to comply with minimum experience criteria as specified in the ITB;

d) Failure to meet major technical requirements (e.g., offering completely different types specified, plant capacity well below the minimum specified, equipment not able to perform the basic functions for which it is intended); and/or

e) Failure to bid for the required scope of work (e.g., for the entire works or a complete package or a complete schedule) as instructed in the ITB and where failure to do so has been indicated as unacceptable.

Evaluation Criteria

Bidding Company Name: _____

Bidding Company Total Cost: _____

Bidding Company Point of Contact: _____

Bidding Company Total Score: _____

All bid submissions shall be evaluated on the factors below:

Factor	Weight	Minimum Requirement	Total Score Achieved:
Understanding of required scope of work	35%	Shall be identified via overall application and bid shall address all areas of concerns listed in the technical scope of work.	
Knowledge and technical competence	20%	Shall be identified via anti-bacterial application methods and obtained from bid form.	
Firm's capacity to accomplish scope of work throughout requested timeframe	20%	Shall be assessed from companies projected price and address price increases/fluctuations throughout contract period.	
Proposed Products/Services	20%	Shall be assessed from products/materials listed on bid form and compliance with EPA regulations.	
References	5%	At least 3 references within the state when providing similar services	
Additional Considerations	10% (Possible Additional Point Increase for Other Items to Consider)	Additional points can be assessed/awarded to companies that provide flexibility in scheduling, availability, hours provided, and materials from the EPA's List O.	
Total:	100%		

IRCSO Evaluator Name and Date: _____

ACCEPTANCE OF FEDERAL TERMS

This document must be signed and submitted by the awarded contractor, in the event services are needed in response to a Hurricane or other event that is eligible for Federal funding.

CONTRACTOR agrees to the following, as applicable to federally-funded repairs and replacements. County will clearly identify to contractor situations in which these terms apply during the quote process.

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 the COUNTY 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 the COUNTY. CONTRACTOR and all its subcontractors, successors, assigns, and transferees acknowledge and agree to comply with applicable provisions governing DHS and FEMA access to records, accounts, documents, information, facilities, and staff.

CHANGE IN SCOPE OF SERVICES/WORK

A. The COUNTY may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the Agreement. No claims made by CONTRACTOR that the scope of the project or of the CONTRACTOR's services has been changed, requiring changes to the amount of compensation to the CONTRACTOR or other adjustments to the Agreement, unless such changes or adjustments have been made by written amendment or change order to the Agreement signed by the COUNTY's manager and CONTRACTOR 's representative.

B. If CONTRACTOR believes that any particular work is not within the scope of services of the Agreement, is a material change, or will otherwise require more compensation to CONTRACTOR, then CONTRACTOR must immediately notify the COUNTY in writing of this belief. If the COUNTY believes that the particular work is within the scope of the Agreement as written, the CONTRACTOR will be ordered to and shall continue with the work as changed and at the cost stated in the original Agreement. The CONTRACTOR must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.

MODIFICATIONS DUE TO PUBLIC WELFARE OR CHANGE IN LAW

The COUNTY shall have the power to make changes in the Agreement as the result of changes in law and/or Ordinances of the COUNTY to impose new rules and regulations on the CONTRACTOR under the Agreement relative to the scope and methods of providing services as shall from time to-time be necessary and desirable for the public welfare. The COUNTY shall give the CONTRACTOR notice of any proposed change and an opportunity to be heard concerning these matters. In the event of any change in federal, state, or local law or ordinance, the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the CONTRACTOR, then the CONTRACTOR or the COUNTY shall be entitled to an adjustment in the rates and charges established in the Agreement commensurate with the change required.

Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. The COUNTY and CONTRACTOR agree to enter into good faith negotiations regarding modifications to the Agreement which may be required in order to implement changes in the interest of the public welfare or due to changes in law.

TERMINATION

- A. In the event that the CONTRACTOR shall be found to be negligent in any aspect of service, the COUNTY shall have the right to terminate this agreement after five days written notification to the CONTRACTOR.
- 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, the COUNTY retains the right to terminate this Agreement. The COUNTY 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, the COUNTY 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 the COUNTY terminates this agreement with the CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due the CONTRACTOR under this agreement prior to termination, unless the cost of completion to the COUNTY exceeds the funds remaining in the contract; however, the COUNTY 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, the COUNTY reserves all rights available to recoup monies paid under this Agreement, including the right to sue for breach of contract.
- D. Termination for Convenience: The COUNTY may terminate this Agreement for convenience, at any time, upon one (1) weeks' notice to CONTRACTOR. If the COUNTY terminates this agreement with the CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due the CONTRACTOR under this agreement prior to termination, unless the cost of completion to the COUNTY exceeds the funds remaining in the contract. The maximum amount due to CONTRACTOR shall not exceed the spending cap in this Agreement. In addition, the COUNTY 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 COUNTY 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 COUNTY 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. 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; I 0) 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 41 C.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, Contractor, agrees as follows:

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

Section 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, the

COUNTY 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. The COUNTY 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 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. The COUNTY 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.

Section 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 the COUNTY in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. §3702 of the Act, 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.

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

Section 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 Pollution Control Act (33 U.S.C. 1251-1387), as amended-applies to Contracts and subgrants of amounts in excess of \$150,000.

Section 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 government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." 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.

Section 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.

Section 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 6 identified in the EPA guidelines.

Section 8. -Acknowledgement of FEMA funding. Financial assistance from FEMA will be used to at least partially fund the Agreement. CONTRACTOR agrees to comply with all applicable federal laws, regulations, and executive orders, as well as FEMA policies, procedures, and directives.

Other Federal Requirements:

Section 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.

Section 10 - Disadvantaged Business Enterprise (DBE) Policy and Obligation - It is the policy of the COUNTY 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 COUNTY funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The COUNTY 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. The COUNTY 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 subcontractors are to be let, to take the affirmative steps listed in paragraph (1) through (5) of this section.

Section 11 - 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.

Section 12 - If attached, the CONTRACTOR is bound by the terms and conditions of the Federally-Funded Subaward and Grant Agreement between COUNTY and the Florida Division of Emergency Management (Division).

Section 13 - The CONTRACTOR shall hold the Division and COUNTY 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.

Section 14. Federal False Claims Act (31 USC §§3729-3733) & Administrative Remedies for False Claims. The Federal False Claims Act ("FCA") (31 USC §§3729-3733) provides, in pertinent part, as follows. Any person who: i. knowingly presents, or causes to be presented, a false or fraudulent claim for payment or approval; ii. knowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim; iii. conspires to commit a violation of any of the subparagraphs listed here; iv. has possession, custody, or control of property or money used, or to be used, by the Government and knowingly delivers, or causes to be delivered, less than all of that money or property; v. is authorized to make or deliver a document certifying receipt of property used, or to be used, by the Government and, intending to defraud the Government, makes or delivers the receipt without completely knowing that the information on the receipt is true; vi. knowingly buys, or receives as a pledge of an obligation or debt, public property from an officer or employee of the Government, or a member of the Armed Forces, who lawfully may not sell or pledge property; or vii. knowingly makes, uses, or causes to be made or used, a false record or statement material to an obligation to pay or transmit money or property to the Government, or knowingly conceals or knowingly and improperly avoids or decreases an obligation to pay or transmit money or property to the Government. is liable to the United States Government for a civil penalty of not less than \$5,000 and not more than \$10,000, as adjusted by the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. 2461); 1 plus 3 times the amount of damages which the Government sustains because of the act of that person. CONTRACTOR acknowledges that 31 USC Chapter 38. §§ 3801 - 3812 applies to claims made under the Agreement. If CONTRACTOR submits a claim that it knows is false or contains false information, the agency receiving the claim may impose a penalty of up to \$5,000 for each claim. The agency may also recover twice the amount of the claim.

Section 15. The Federal Government is not a party to the Agreement and is not subject to any obligations or liabilities to the COUNTY, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement.

Section 16. Use of DHS Seal, Logo, and Flags. CONTRACTOR must obtain permission from the DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including the use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Accepted by:

Name of Vendor/Contractor: _____

Name of Authorized Individual: _____

Signature of Authorized Individual: _____

AFFIDAVIT OF COMPLIANCE

Please include this form with your bid. Failure to include will be interpreted as indication you take no exceptions.

INDIAN RIVER COUNTY SHERIFF'S OFFICE

BID/RFP #: 2022-02

PROJECT TITLE: Disinfection and Sanitizing Services

- We DO NOT take exception to the Bid/Specifications.
- We TAKE exception to the BID/Specifications as follows:

Company Name: _____

Company Address: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

NAME (TYPE/PRINTED)

AUTHORIZED SIGNATURE

TITLE

DATE

**SWORN STATEMENT UNDER SECTION 105.08,
INDIAN RIVER COUNTY CODE, ON DISCLOSURE OF RELATIONSHIPS**

This sworn statement MUST be submitted with your bid and must be signed in the presence of a Notary Public or other officer authorized to administer oaths. This form must be executed by the CEO or authorized personnel to with privileges to enter into contracts.

INDIAN RIVER COUNTY SHERIFF’S OFFICE

BID/RFP #: 2022-02

PROJECT TITLE: Disinfection and Sanitizing Services

This sworn statement is submitted by:

Entity:	
Business Address:	
Federal ID # (FEIN):	

My name is, _____, and my relationship to the entity named above is _____.

- 1) I understand that an “affiliate” as defined in Section 105.08, Indian River County Code, means:
The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.
- 2) I understand that the relationship with a Sheriff’s Office or County employee that must be disclosed as follows:
Parent, grandparent, child, grandchild, aunt, uncle, first cousin, niece, nephew, husband, wife, in-laws (mother, father, sister, brother, daughter, son), marital relationship (stepdaughter, stepson, stepbrother, stepsister), half-brother, half-sister.
- 3) Based on information and belief, the statement which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies]
 - Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are acting in management of entity have any relationships as defined in section 105.08, Indian River County Code, with any Sheriff’s Office or County employee.
 - The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in management of the entity have the following relationships with a Sheriff’s Office or County employee:

Name of Affiliate or Entity	Name of Sheriff’s Office or County Employee	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Signature)

(Date)

State of Florida

County of _____

This foregoing instrument was acknowledged before me by means of:

- Physical presence or
- Online notarization

This _____ day of _____, 20____, by _____ (name of person acknowledging).



Print, Type, or Stamp Commissioned Name of Notary Public in the box above

Signature of Notary Public- State of Florida

- Who is personally known to me
- OR Produced _____ Identification
type of identification

**CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING
WITH SCRUTINIZED COMPANIES**

This form MUST be submitted with your bid.

INDIAN RIVER COUNTY SHERIFF’S OFFICE

BID/RFP #: 2022-02

PROJECT TITLE: Disinfection and Sanitizing Services

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created to pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the Indian River County Sheriff’s Office may terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity:

- i. It has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel;
- ii. For any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Entity:	
Business Address:	
Federal ID # (FEIN):	

Name of Respondent:

Title of Respondent:

Signature of Respondent:

Date:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION

INDIAN RIVER COUNTY SHERIFF'S OFFICE

BID/RFP #: 2022-02

PROJECT TITLE: Disinfection and Sanitizing Services

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
 3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
 4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
 6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
 7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
 9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil

judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Applicant:

Title of Applicant:

Signature of Applicant:

Date:

CERTIFICATION REGARDING LOBBYING

Certification required for Contracts, Grants, Loans, and Cooperative Agreements. This form MUST be submitted with each bid or offer exceeding \$100,000.

INDIAN RIVER COUNTY SHERIFF'S OFFICE

BID/RFP #: 2022-02

PROJECT TITLE: Disinfection and Sanitizing Services

The undersigned certifies, to the best of his or her knowledge, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Applicant:

Title of Applicant:

Signature of Applicant:

Date: