****

**HOWARD CARLISLE MEMORIAL BAPTIST CHURCH**

**ATTN: REBUILD**

**UPS Drop Off Site**

**844 N. TYNDALL PARKWAY #316**

**PANAMA CITY, FLORIDA 32404**

**INVITATION TO BID**

**PHASE 1 CONSTRUCTION OF NEW SANCTUARY,**

**ATRIUM, AND ASSOCIATED SITE WORK**

**HURRICANE MICHAEL REBUILD**

**FEMA DR-4399**

**ITB No. 2024-02**

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# INSTRUCTIONS TO BIDDERS

**The scope of work/specifications shall control any conflicting provisions**

# INTRODUCTION

The Howard Carlisle Memorial Baptist Church (HCMBC) is seeking Bids from Qualified Licensed General Contractors to construct a new sanctuary and atrium located at 835 S. Berthe Ave., Panama City, FL. The HCMBC Building Committee will manage the project. The new building will be constructed to plans and specifications by Mark Mercer & Associates, Inc. and the additional Minor Clarifications to Construction Drawings.

The project may be partially reimbursed by the Federal Emergency Management Agency (FEMA) as part of Disaster Recovery from Hurricane Michael FEMA Project No. DR- 4399. It is imperative that Respondents examine and become familiar with the Public Assistance Program established by the Federal Emergency Management Agency (FEMA). Funding for portions of the project may be made possible through this grant and is contingent on strict conformance to the guidelines set forth by Florida Department of Emergency Management (FDEM) and FEMA. Respondents will comply with the Federal Regulations Contract Requirements shown at Attachment 3.

# QUALIFICATION

All General Contractors shall be Qualified and Florida Licensed contractors. Subcontractors shall be Florida licensed in trades where licenses are required. All subcontractors/bidders shall meet State of Florida insurance requirements.

Bids may be deemed nonresponsive if not accompanied by proof of State of Florida General Contractor’s or Building Contractor’s License.

**BID DEADLINE/DELIVERY**

**SEALED BIDS** for ITB NO: **2024-02 Phase 1 Construction of New Sanctuary, Atrium and Associated Site Work** will be received by the HCMBC Building Committee at their UPS Drop Off Site 844 N. Tyndall Parkway #316, Panama City, FL 32404 up until **2:00 pm (CDT) Friday, December 13, 2024.** Bids will be opened immediately following the deadline. Each bid shall be valid to HCMBC for a period of ninety (90) days after the bid opening. ANY BID RECEIVED AFTER THE SPECIFIED TIME WILL NOT BE CONSIDERED.

**SEALED PAPER** Bids shall be delivered to HCMBC’s UPS Drop Off Site at Site 844 N. Tyndall Parkway #316, Panama City, Florida 32404, no later than the bid deadline. **Bidders should submit one (1) original labeled “Original” bid package.** Bids shall be enclosed in a sealed envelope bearing the title of the work, the name of the bidder and the date for opening. It is the sole responsibility of the bidder to ensure that the bid is received on time. The HCMBC Building Committee will check the bids and notify the selected bidder at the earliest opportunity.

# BID DOCUMENTS

Electronic versions of relevant documents are available at [www.carlislebaptist.com/rebuild/](http://www.carlislebaptist.com/rebuild/)

* Design Drawings by Mark Mercer & Associates, Inc.
* Minor Clarifications to Construction Drawings
* Questions and Answers from any bidders

# POINT OF CONTACT

The HCMBC Building Committee will be the only point of contact for this ITB. Under no circumstances may a bidder initiate contact with any other representative or employee of HCMBC in an effort to influence award of this ITB. Any such contact may result in disqualification.

# QUESTIONS

Bidders shall submit all questions, in writing, to the Chair of the HCMBC Building Committee, Mr. Kevin Wise, at kwiser101@gmail.com and CC: rebuild@carlislebaptist.com. All questions shall be submitted no later than **5:00 pm (CDT) Friday, November 29, 2024**.

# ADDENDA

If any addenda are issued after the initial specifications are released, the HCMBC Building Committee will post the addenda on the Church’s website at: [www.carlislebaptist.com/rebuild/](http://www.carlislebaptist.com/rebuild/). It is the responsibility of the bidder prior to submission of any bid to check the above website or contact the HCMBC Building Committee to verify any addenda issued. The receipt of all addenda must be acknowledged on the addenda response sheet.

# BID FORM

To receive consideration, all bids shall be made on the forms provided, properly executed and with all items filled out. Do not change the wording of the Bid Form and do not add words to the wording of the Bid Form. No conditions, limitations or provisions will be attached or added to the Bid Form by the bidder.

Any additional cost breakdown documentation should accompany this form. Documents in Word or Excel format are preferred. As much cost specificity by trade, location, unit price, extension, etc. that is included is greatly appreciated.

No bidder shall be permitted to correct a bid mistake after bid opening that would cause such bidder to have the low bid, except for the correction of errors in extension of unit prices in the bids. Documentation of unit price must be included in submission for potential adjustment consideration. In such cases, the unit price bid shall not be changed and shall prevail.

# BONDS

A Bid Bond, in the amount of 5% of the proposed base bid contract amount, shall accompany each bid. A scanned copy may be submitted with the e-bid. The successful bidder’s security will be retained until the contract has been signed and the bidder has furnished the required Construction Bond. The HCMBC Building Committee reserves the right to retain the security of the next bidder until the selected bidder enters into contract or until 90 days after bid opening, whichever is shorter. All other bid security will be returned as soon as practicable.

In the event that the Contract resulting from this Request for Bids exceeds $150,000
Contractor shall be required to purchase and provide payment and performance bonds
according to the standard template provided by Chapter 255 of the Florida Statutes. The
cost of any such bonds will be borne by the Contractor.

# COMPLETE BID AMOUNTS; EXAMINATIONS OF SPECIFICATIONS; WORK SITES

Bids shall be on the basis of unit price and shall be compensated in full for the completed work. The unit prices shall include all charges for completing the work and include layout, insurance, taxes, field office and supervision, overhead and profit, bonds and miscellaneous items needed to complete the bid. No allowance will be made to any bidder because of a claimed lack of examination or knowledge. The submission of a bid shall be construed as conclusive evidence that the bidder has made such examination.

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# WITHDRAWAL OF BIDS

Any bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening bids. No bidder may withdraw his bid for a period of 90 days after the date for opening and all bids shall be subject to acceptance by the HCMBC Building Committee during this period.

# CANCELLATION

The HCMBC Building Committee may cancel this ITB, or reject in whole or in part, when it is in the best interests of HCMBC, as determined by HCMBC. Notice of cancellation shall be posted on the church website. The notice shall identify the solicitation, and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items.

# BASIS OF AWARD

The firm fixed-price contract will be awarded to the lowest, responsive, responsible bidder who has proposed the lowest qualified total price and is deemed qualified by the HCMBC Building Committee, subject to the church’s right to reject any or all bids and to waive informality and irregularity in the proposals and proposing.

# RIGHT TO REJECT

The Church reserves the right to:

1. reject any or all submittals received;
2. select and award any portion of any or all submittal items;
3. waive minor informalities and irregularities in the bidder’s submittal.

A bid may be rejected if it is non-responsive or does not conform to the requirements and instructions in this ITB. A bid may be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional bids, incomplete bids, indefinite or ambiguous bids, failure to meet deadlines and improper and/or undated signatures. Other conditions which may cause rejection of bids include evidence of collusion, obvious lack of experience or expertise to perform the required work, submission of more than one bid for the same work from an individual, bidder or corporation under the same or a different name, and/or failure to perform or meet financial obligations on previous contracts. Bids may be rejected if not delivered on or before the date and time specified as the due date for submission of the bid.

# EXECUTION OF AGREEMENT

The successful bidder shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the Chair of the HCMBC Building Committee all required contract documents in form and substance approved by the Church. The contractor shall also deliver any required bonds and policies of insurance or insurance certificate as required. All bonds and insurance documents shall be approved by the HCMBC Building Committee before the successful bidder may proceed with the work.

The execution of the contract shall be contingent upon the securing of all applicable permits from all the appropriate agencies.

# LICENSING

Bidder shall be properly licensed for the appropriate category of work specified in this Invitation to Bid. All bidders are requested to submit any required license(s) with their bids. License(s) must be effective as of the bid opening date and must be maintained throughout the contract period. Failure to be properly licensed as stated above will result in the rejection of the bid as nonresponsive.

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# PUBLIC RECORDS

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State or Federal Law, all bidders should be aware that bids, responses, and proposals are in the public domain. Bidders must identify specifically any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Pursuant to Fla. Stat. §119.071(1)(b), bids received as a result of this ITB will not become public record until such time as the Church provides notice of an intended decision or until 30 days after opening the bids, whichever is earlier.

# EXEMPTION OF MEETINGS/PRESENTATIONS

Pursuant to Florida Statute section 286.0113(2), any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from public meeting requirements. However, the Church must make a complete recording of any portion of an exempt meeting and no portion of the exempt meeting may be held off the record. The recording of, and any records presented at, the exempt meeting are exempt from the public records law of section 119.07(1), Fla. Stat. (2015) and section 24(a), Art. I of the State Constitution, until such time as the church provides notice of an intended decision or until 30 days after opening the bids, submittals, or final replies, whichever occurs earlier. If the Church rejects all bids, submittals, or replies and concurrently provides notice of its intent to reissue a competitive solicitation, the recording and any records presented at the exempt meeting remain exempt from section 119.07(1), Fla. Stat. (2015) and section 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial agency notice rejecting all bids, submittals, or replies.

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# REPRESENTATIONS

The contract documents contain the provisions required for the project. Information obtained from an office, Director, or employee of the Church or any other person shall not affect the risks or obligations assumed by the bidder or relieve the bidder from fulfilling any of the conditions of the contract.

# WARRANTY

All goods and services furnished by bidder, relating to and pursuant to this ITB, will be warranted to meet or exceed the specifications contained herein. In the event of breach, the bidder will take all necessary action, at bidder’s expense, to correct such breach in the most expeditious manner possible.

# SUBCONTRACTORS

The successful bidder will be the prime service provider and shall be responsible for all work performed and contract deliverables. Proposed use of subcontractors should be included in the bidder’s response. Requests for use of subcontractors received subsequent to the solicitation process are subject to review and approval by HCMBC.

The HCMBC Building Committee reserves the right to request and review information in conjunction with its determination regarding a subcontractor request. All subcontractors are subject to the same requirements of this solicitation as the successful bidder.

Subcontractors who have expressed direct interest in the project to the HCMBC Building Committee are included, at their request, in a document that can be accessed at [www.carlislebaptist.com/rebuild/](http://www.carlislebaptist.com/rebuild/). General Contractors are not required to use subcontractors on this document, but may consider them at their discretion. All liabilities for utilizing listed subcontractors fall to the prime service provider. The HCMBC makes no claims or warranties as to their qualifications.

# DOMESTIC PREFERENCES

The bidding contractor must provide a statement in the bid package that they and their subcontractors will provide preference for the purchase, acquisition, and materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and manufactured products).

# BID PROTEST

A notice of protest must be submitted in writing to the HCMBC Building Committee. If a party intends to initiate such an action, it must electronically notify the Chair of the HCMBC Building Committee no later than one business day after notice of the awarding authority’s decision.

# ANTICIPATED SCHEDULE

This schedule may be altered solely at the Church’s discretion:

ITB Advertisement Monday, November 11, 2024

Questions Due Date Friday, November 29, 2024

Bid Deadline Friday, December 13, 2024

HCMBC Meeting for recommended award Monday, December 16,2024

# BID CHECKLIST

The checklist is provided as a courtesy and may not be all inclusive of items required within this invitation to bids.

Bidders submitting bids may download all documents from the Church’s web page: [www.carlislebaptist.com/rebuild/](http://www.carlislebaptist.com/rebuild/)

Bid Form

Sub-Contractors

Addendum Acknowledgement Anti-Collusion Clause

Conflict of Interest

Identical Tie Bids/Drug Free Workplace

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING

 Bid Bond

# REQUIRED BID FORMS AND ATTACHMENTS

## BID FORM

**ITB NO: 2024-01**

This proposal of , hereinafter called “BIDDER,” organized and existing under the laws of the State of doing business as (Insert “a corporation”, “a

partnership” or “an individual” as applicable), is hereby submitted to Howard Carlisle Memorial Baptist Church, Panama City, Florida, hereinafter called “OWNER.”

In compliance with the Invitation for Bids, BIDDER hereby proposes to perform all work*,* as detailed in this bid.

By submission of this BID, each Bidder certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any other competitor.

Contractor agrees to perform the entire work as indicated on the drawings and in compliance with the Contract Documents and Specifications, complete in every detail.

The **Lump Sum Base Bid** is:

*(Words)*

($ )

Submitted By: Name of Firm/Contractor Submitting This Bid

Bid Prepared By: Name of Individual Who Prepared This Bid

Contact Email:

Address:

Phone:

Contractor’s License No. (If applicable)

Signature of Authorized Representative of Firm/Contractor Date

SEAL: (If bid is by Corporation)

## SUB-CONTRACTORS

As the bidder, I submit a listing of the Sub-Contractors which I shall use to accomplish the Work. Sub-Contractors are listed by name, address, amount of work and item of work. If none, please state so.

**Subcontractor Name and Address:**

Work to be performed and $ amount:

**Subcontractor Name and Address:**

Work to be performed and $ amount:

**Subcontractor Name and Address:**

Work to be performed and $ amount:

**Subcontractor Name and Address:**

Work to be performed and $ amount:

Name of Firm:

Authorized Signature:

Printed Name:

Title:

Date:

## ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO.\_\_ DATED\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDENDUM NO. DATED\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDENDUM NO. DATED\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDENDUM NO. DATED\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDENDUM NO. DATED\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Firm:

Authorized Signature:

Printed Name:

Title:

Date:

It is the responsibility of the firm to ensure that they have received addendums if issued.

Please view website [www.carlislebaptist.com/rebuild/](http://www.carlislebaptist.com/rebuild/) prior to submitting your bid to ensure that you have received addendums.

## ANTI-COLLUSION CLAUSE

Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm:

Authorized Signature:

Printed Name:

Title:

Date:

## CONFLICT OF INTEREST DISCLOSURE FORM

The award of a bid or acceptance of proposal is subject to Chapter 112, Florida Statutes. All firms must disclose with their Proposal the name of any officer, director, or agent who is a city official or employee, or a member of an official’s or employee’s immediate family. Further, Bidders/Proposers must disclose the name of any city official or employee, or a member of an official’s or employee’s immediate family, who owns directly or indirectly an interest of ten percent (10%) or more in the bidder’s/proposer’s firm or related business.

Indicate either “yes” (an employee or legal representative is also associated with your firm), or “no”. If yes, give person(s) name(s) and position(s) with your firm.

 YES\_\_\_\_\_\_\_\_\_\_ NO\_\_\_\_\_\_\_\_\_\_

**NAME(S) POSITION(S)**

Name of Firm:

Authorized Signature:

Printed Name:

Title:

Date:

## IDENTICAL TIE BIDS/DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals, which are equal with respect to price, quality, and service, are received by Howard Carlisle Memorial Baptist Church for the procurement of commodities or contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied firms have a drug-free workplace program. To have a drug-free workplace program, a business shall:

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.

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.

Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

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 employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

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 an employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the following: (Check one and sign in the space provided.)

 This firm complies fully with the above requirements.

 This firm does not have a drug free work place program at this time.

Name of Firm:

Authorized Signature:

Printed Name:

Title:

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

**Contractor Covered Transactions**

1. The prospective contractor of the Recipient, , certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the Recipient’s contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

CONTRACTOR:

By Howard Carlisle Memorial Baptist Church Signature Recipient’s Name

Name and Title Division Contract Number

Hurricane Michael DR-4399

Street Address FEMA Project Number

City, State, Zip

Date

## APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] 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 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The Contractor, , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq*., apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official

Name and Title of Contractor’s Authorized Official

Date

## FEDERAL REGULATIONS CONTRACT REQUIREMENTS

## FEDERAL EMERGENCY MANAGEMENT AGENCY

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern.

**Contractor means an entity that receives a contract.**

The services performed by the awarded Contractor shall be in compliance with all applicable grantor regulations/requirements, and additional requirements specified in this document. It shall be the awarded Contractor’s responsibility to acquire and utilize the necessary manuals and guidelines that apply to the work required to complete this project. In general,

1. The contractor (including all subcontractors) must insert these contract provisions in each lower tier contracts ( e.g. subcontract or sub-agreement);
2. The contractor (or subcontractor) must incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
3. The prime contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider.

**FEDERAL CONTRACT PROVISIONS**

1. **Conflict of Interest -** This Contract/Work Order is subject to chapter 112, F.S. The vendor shall disclose the name of any officer, director, employee, or other agent

who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Contractor’s company or its affiliates.

1. **Discriminatory Vendors** – (1) No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance during the term of the contract. (2) Contractor shall disclose if they appear on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S. may not: 1) Submit a bid on an agreement to provide any goods or services to a public entity; 2) Submit a bid on an agreement with a public entity for the construction or repair of a public building or public work; 3)Submit bids on leases of real property to a public entity; or 4) Be awarded or perform work as a consultant under an agreement with

any public entity; or transact business with any public entity.

1. **Lobbying** - No funds received pursuant to this Agreement may be expended for lobbying the Federal or State Legislature, the judicial branch, or a federal or state agency. The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, 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 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 sub-awards at all tiers (including subcontracts, sub-grants, 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.

1. **Record Retention** – A. The contractor shall maintain and retain sufficient records demonstrating its compliance with the terms of the Agreement for a period of at least five (5) years after final payment is made and shall allow Howard Carlisle Memorial Baptist Church, the State, or its authorized representatives access to such records for audit purposes upon request. B. In the event of litigation or settlement of

claims arising from the performance of this contract, in which case contractor agrees to maintain same until Howard Carlisle Memorial Baptist Church, the FEMA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

1. **Diversity –** All contracting and subcontracting opportunities afforded by this solicitation/contract embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Firms qualifying

under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a Minority Business vendor. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

1. **Applicable Laws** - The contractor shall comply with all applicable federal, state and local rules and regulations in providing services to the Consortium. The contractor acknowledges that this requirement includes, but is not limited to, compliance with

all applicable federal, state and local health and safety rules and regulations and that FEMA financial assistance may be used to fund the contract. As such, the contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

1. **Administrative, Contractual, or Legal Remedies -** Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.
2. **Patents and Data** - No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the contractor. The grantor agency and the grantee shall possess all rights to invention or discovery, as well as rights in data which may arise as a result of the contractor’s services.
3. **Clean Air Act and Federal Water Pollution Control Act -** (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq*. (2) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq*. (3) The contractor agrees to report each violation to the Consortium member and understands and agrees that Howard Carlisle Memorial Baptist Church will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection

Agency Regional Office. (4)The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

1. **Suspension and Debarment** (1) This contract is a covered transaction for purposes of 2 C.F.R.pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and

must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation

of fact relied upon by Howard Carlisle Memorial Baptist Church. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt.

3000, subpart C, in addition to remedies available to the Florida Department of Emergency Management, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer 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.” (5) The Contractor’s debarment and suspension status will be validated by Howard Carlisle Memorial Baptist Church at the System for Award Management at [**www.sam.gov**](http://www.sam.gov/)and the State of Florida at: **https://**[**www.dms.myflorida.com/business\_operations/state\_purchasing/vend**](http://www.dms.myflorida.com/business_operations/state_purchasing/vend) **or\_information/convicted\_suspended\_discriminatory\_complaints\_vendor\_list**

**s**

1. **Reporting** - The contractor will provide any information required to comply with the grantor agency requirements and regulations pertaining to reporting. It is important that the contractor is aware of the reporting requirements of Howard Carlisle Memorial Baptist Church, as the Federal or State granting agency may require the contractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements to the granting agency.
2. **Access to Records –** (1) The contractor agrees to provide Howard Carlisle Memorial Baptist Church, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives’ access to construction or other work sites pertaining to the work being completed under the contract.”

Pursuant to Section 20.055(5), F.S., the contractor will cooperate with the State of Florida’s Inspector General in any investigation, audit, inspection, review, or hearing.

1. **Energy Efficiency Standards** - 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.
2. **DHS Seal, Logo, and Flags -** “The contractor shall not use the DHS seal(s), logos,

crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”

1. **No Obligation by Federal Government** - The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
2. **Program Fraud and False or Fraudulent Statements or Related Acts** - The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”
3. **Recovered Materials** –
4. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.
5. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, [http://www.epa.gov/cpg/.](http://www.epa.gov/cpg/) The list of EPA designate items is available at [http://www.epa.gov/cpg/products.htm.](http://www.epa.gov/cpg/products.htm)
6. **Discriminatory Vendors List**: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list 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.
7. **Inspector General Cooperation**: The Parties agree to comply with Section 20.055(5), Florida Statutes, for the inspector general to have access to any records, data and other information deemed necessary to carry out his or her duties and incorporate into all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
8. **Contracting With Small And Minority Businesses, Women’s Business Enterprises, And Labor Surplus Area Firms**
	1. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.
	2. 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; and

* 1. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.
1. **Equal Opportunity Clauses**

Compliance with Regulations: The contractor shall comply with the Acts and the Regulations relative to Nondiscrimination in federally-assisted programs, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

During the performance of any awarded “federally assisted contracts” the 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 send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or

understanding, a notice to be provided 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.

1. 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.

1. 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.

1. In the event of the contractor’s noncompliance 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.
2. the contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or

orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

1. **Contract Work Hours And Safety Standards Act 40 U.S.C. 3702 And 3704, As Supplemented By Department Of Labor Regulations (29 CFR Part 5)**

Compliance with the Contract Work Hours and Safety Standards Act.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to

such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

1. Withholding for unpaid wages and liquidated damages. Howard Carlisle Memorial Baptist Church shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or

subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

1. **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.

1. **Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (As Amended)**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall 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 shall 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 recipient.

## INSURANCE REQUIREMENTS

1. **LOSS CONTROL/SAFETY**
	1. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall be

expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

* 1. Howard Carlisle Memorial Baptist Church may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to Howard Carlisle Memorial Baptist Church.
1. **DRUG FREE WORK PLACE REQUIREMENTS**

All contracts with individuals or organizations that wish to do business with the Howard Carlisle Memorial Baptist Church, a stipulation will be made in the contract or purchase order that requires contractors, subcontractors, vendors or consultants to have a substance abuse policy. The employees of such contractors, subcontractors, vendors or consultants will be subject to the same rules of conduct and tests as the

employees of Howard Carlisle Memorial Baptist Church. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to Howard Carlisle Memorial Baptist Church job sites. In addition, if the violation(s) is/are considered flagrant, or Howard Carlisle Memorial Baptist Church is not satisfied with the actions of the contractor, subcontractor, vendor, or consultant, Howard Carlisle Memorial Baptist Church can exercise its right to bar all of the contractor's, subcontractor's, vendor's, or consultants employees from its premises or decline to do business with the contractor, subcontractor, vendor or consultant in the future. All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of Howard Carlisle Memorial Baptist Church Substance Abuse Policy shall be borne by the contractor, subcontractor, vendor, or consultant.

1. **INSURANCE - BASIC COVERAGES REQUIRED**
	1. The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by Howard Carlisle Memorial Baptist Church, on policies and with insurers acceptable to Howard Carlisle Memorial Baptist Church. These insurance requirements shall not limit the liability of the Contractor. All subcontractors are subject to the same coverages and

limits as the Contractor. Howard Carlisle Memorial Baptist Church does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

* 1. Except for workers' compensation and professional liability, the

Contractor's insurance policies shall be endorsed to name Howard Carlisle Memorial Baptist Church as an additional insured to the extent of Howard Carlisle Memorial Baptist Church interests arising from this agreement, contract, or lease.

* 1. Except for workers' compensation, the Contractor waives its right of recovery against Howard Carlisle Memorial Baptist Church, to the extent permitted by its insurance policies.
	2. The Contractor's deductibles/self-insured retentions shall be disclosed to Howard Carlisle Memorial Baptist Church and may be disapproved by Howard Carlisle Memorial Baptist Church. They shall be reduced or eliminated at the option of Howard Carlisle Memorial Baptist Church. The Contractor is responsible for the amount of any deductible or self-insured retention.
	3. Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of Howard Carlisle Memorial Baptist Church shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of Howard Carlisle Memorial Baptist Church, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.
	4. WORKERS' COMPENSATION COVERAGE

The Contractor shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer’s liability limits. The Contractor shall also purchase any other coverages

required by law for the benefit of employees. The Contractor shall provide to Howard Carlisle Memorial Baptist Church an Affidavit stating that he meets all the requirements of Florida Statute 440.02(14)(d).

g. GENERAL, AUTOMOBILE AND EXCESS OR UMBRELLA LIABILITY COVERAGE

The Contractor shall purchase and maintain coverage on forms no more

restrictive than the latest editions of the Commercial or Comprehensive General Liability and Business Auto policies of the Insurance Services Office. State minimum limits for all liability must be provided.

h. GENERAL LIABILITY COVERAGE

Commercial General Liability - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement contract or lease, and broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. Coverage C, medical payments, is not required.

1. PRODUCTS/COMPLETED OPERATIONS

The Contractor is required to continue to purchase products and completed

operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond Howard Carlisle Memorial Baptist Church's acceptance of renovation or construction projects.

1. BUSINESS AUTO LIABILITY COVERAGE

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

1. EXCESS OR UMBRELLA LIABILITY COVERAGE

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may

be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverage.

1. CERTIFICATES OF INSURANCE
	* 1. Required insurance shall be documented in Certificates of Insurance which provide that Howard Carlisle Memorial Baptist Church shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. The Certificate Holder will be addressed as Howard Carlisle Memorial Baptist Church 835 S. Berthe Avenue, Panama City, Florida 32404.

All certificates, cancellation, nonrenewal or adverse change notices

should be mailed to this address. Each Certificate will address the service being rendered to Howard Carlisle Memorial Baptist Church by the Contractor. **Howard Carlisle Memorial Baptist Church shall be named as an Additional Insured, Primary and Non-Contributory for both General Liability and Business Auto Liability with Waiver of subrogation included with respects to both General Liability and Business Auto.**

* + 1. New Certificates of Insurance are to be provided to Howard Carlisle Memorial Baptist Church at least 15 days after coverage renewals.
		2. If requested by Howard Carlisle Memorial Baptist Church, the Contractor shall furnish complete copies of insurance policies, forms and endorsements.
		3. For the Commercial General Liability coverage the Contractor shall,

at the option of Howard Carlisle Memorial Baptist Church, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of the liability coverage.

m. RECEIPT OF INSUFFICIENT CERTIFICATES

Receipt of certificates or other documentation of insurance or policies or copies

of policies by Howard Carlisle Memorial Baptist Church, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

**BID BOND**

BY THIS BOND, We, as

Principal and ,

a corporation, as Surety, are bound to the Howard Carlisle Memorial Baptist Church, Inc., in the sum of $ for the payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally. THE CONDITION of this bond is such that

1. The Principal has submitted to the church a certain Bid dated

 .

1. If said Bid shall be rejected, or, if said Bid shall be accepted and the Principal shall execute and deliver a Contract, and furnish bonds for the faithful performances of work and for the payment of all persons performing labor and furnishing materials in connection therewith, and shall fulfill all other aspects created by the acceptance of said Bid, then this obligation shall be void. Otherwise, this bond shall remain in full force and effect with it being expressly understood and agreed that the liability of the Surety and for any and all claims hereunder shall, in no event, exceed the amount of this obligation.

This Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and this bond shall, in no way, be impaired or affected by any extension of time within which the church may accept such Bid; and Surety hereby waives notice of any such extension.

Signed, sealed and delivered in three (3) counterparts on

CORPORATE PRINCIPAL

By: Attest:

Its: Seal:

Acknowledged and subscribed on ,

before the undersigned authority by

 , as

the of the Corporation named as Principal and with due authorization of the Corporation.

Notary Public

SURETY

By: Attest:

Seal:

Countersigned:

By: Attorney-in-Fact, State of Florida