

**COLUMBIA COUNTY, FLORIDA
BOARD OF COMMISSIONERS**

**REQUEST FOR PROPOSALS
2021-L
CDBG DRI HOUSING REHABILITATION
GRANT ADMINISTRATION – HI-DRI ACRES**

The Columbia County Board of Commissioners will receive sealed proposals from qualified firms in the office of the Board of County Commissioners located at 135 NE Hernando Ave., Suite 203, Lake City, Florida 32055 until 2:00 PM on September 21, 2021, for the following:

CDBG DRI Housing Rehabilitation Grant Administration – Hi-Dri Acres

To be eligible for consideration, all proposers must be registered in the State of Florida to practice their profession at the time of proposal. Proposers without a complete proposal described will be considered improper. Request for Proposals information is available online only at: <http://www.columbiacountyfla.com/PurchasingBids.asp>

Bids will be publicly opened in the Commissioner's Office at 2:00 PM on September 21, 2021, or as soon thereafter as practical. Bidders are fully responsible for the delivery of the bids. Bids may be withdrawn at any time prior to the bid opening. Late bids will not be accepted or considered. Bid delivered in any other format other than specified in this bid will not be accepted under any circumstances. Questions regarding this solicitation must be received via email to echung@columbiacountyfla.com no later than September 14, 2021 at 2:00 PM. Responses to those questions considered material to the solicitation shall be distributed via formal addenda.

Columbia County welcomes your response to this bid. Proposals should be prepared in accordance with the bid instructions and will be evaluated by Columbia County as stated in the evaluation section of this document. Columbia County reserves the right to waive any formalities, to reject any or all proposals or to re-advertise for proposals for these services. Columbia County may withdraw all or part of this bid at any time to protect the interests of the County. All Proposers are asked to be thorough yet concise in their response. Failure to provide the response in the manner prescribed herein may be grounds for disqualification.

The bidder is required to use the "Bid Form" attached and hereto, which attached to the "Information to Bidders" and "Specifications" shall remain intact. Any variation from these minimum specifications must be clearly stated on a separate sheet and attached to the "Bid Form" Only one bid form set will be furnished each company or corporation interested in bidding. The one complete bid form set is to be submitted in a sealed envelope. Proposers shall indicate Bid Number, Project Title on the outside of the envelope and the name and address of the firm submitting the bid.

All Proposers are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.

SECTION I. INTRODUCTION

The Columbia County Board of County Commissioners (herein after, "County") received a Community Development Block Grant - Disaster Recovery Housing Rehabilitation Program (CDBG-DR: 22DB-OP-33-22-01-H04) for FFY 2018 from the Florida Department of Economic Opportunity.

The County has issued this Request for Proposals (hereinafter, "RFP") with the sole purpose and intent of obtaining responses from interested and qualified firms licensed to do business in the State of Florida offering to provide services related the CDBG-DR grant program including grant administration and environmental review. The successful party will demonstrate qualifications, experience, and abilities to accomplish and support all aspects of the prescribed scope of work.

Procurement and contracting for all services shall conform to CDBG-DR guidelines as well as the state and federal regulation including but not limited to:

- A. 2 CFR Part 200.
- B. Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
- C. 2 CFR 200.448 Intellectual Property

All records shall be maintained in accordance with state and federal CDBG-DR Program requirements. All proposals shall remain valid for a period of ninety days (90) beyond the deadline for submission and may be extended beyond that time by mutual agreement. The Board will automatically reject the response of any person or affiliate who appears on the convicted vendor list prepared by the Department of Management Services, State of Florida, under section 287.133(3)(d), Florida Statutes. The County declares that all or portions of the documents and work papers and other forms of deliverables pursuant to this request shall be subject to reuse by the County. An award, if made, will be made to the Respondent(s) deemed to receive the highest ranking based on the evaluation criteria included in Request for Proposals.

Each proposal will be reviewed to determine if the proposal is responsive to the RFP. Proposals deemed to be non-responsive will be rejected without being evaluated. A responsive proposal is one which has been signed and submitted by the specified Proposal deadline and has provided the information required to be submitted with the Proposal. While poor formatting, poor documentation and/or incomplete or unclear information may not be caused to reject a proposal without evaluation, such substandard submissions may adversely impact the evaluation of a Proposal. Respondents who fail to comply with the required and/or desired elements of this RFP do so at their own risk.

SECTION II. SCOPE OF WORK

Columbia County, Florida has been awarded a Community Development Block Grant – Disaster Recovery from the Florida Department of Economic Opportunity related to Hurricane Irma. The

successful candidate will complete the environmental review and assist the County in remaining compliant with all Program regulations and conditions of the CDBG-DR grant, including Davis-Bacon compliance. In addition, the successful candidate will work with County staff and FDEO consultants.

Columbia County is seeking responses from interested and qualified firms licensed to do business in the State of Florida that can provide CDBG-DR grant administrative services. For this RFP, CDBG-DR grant administrative services may include, but are not limited to the following tasks:

- A. Conduct Environmental Services including the preparation of all assessments, advertisements, reports and supporting documentation
- B. Draft policies for the County to adopt to meet special conditions required by the CDBG-DR Agreement, HUD regulations, and DEO requirements
- C. Prepare list of minority and women business enterprise (MBE/WBE) firms
- D. Prepare and submit public notices for publication
- E. Maintain financial records related to project activities
- F. Conduct a Fair Housing activity each quarter
- G. Draft monthly and quarterly progress reports, Section 3 and MBE/WBE reports for submission to DEO
- H. Attend pre-bid conference, bid opening or preconstruction meeting
- I. Review contractor payrolls and interview employees to determine compliance with the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Act
- J. Maintain client files
- K. Attend meetings of the Columbia County Board of County Commissioners to provide progress reports on subgrant activities
- L. Prepare documentation for and attend on-site monitoring visits by DEO
- M. Draft responses to monitoring findings and concerns for County to submit to DEO
- N. Draft requests for funds for submission by the County's authorized employee
- O. Draft subgrant modification documents for the County to submit to DEO
- P. Draft the Administrative Closeout Report for submission by the County
- Q. Respond to citizen complaints

- R. Assist in the preparation of responses to monitoring findings and concerns for County to submit to DEO or HUD
- S. Submit requests for funds to County to submit to DEO
- T. Prepare the Administrative Closeout Report and submit to County to submit to DEO
- U. Prepare documentation for and attend on-site monitoring visits by DEO as well as prepare documentation for DEO required desk monitoring

Columbia County reserves the right to award a contract for any or all of these services or to perform any or all of these services using County staff and resources. Columbia County reserves the right to reject any or all responses.

SECTION III. SUBMISSION REQUIREMENTS

One (1) original response, marked “Original”, five (5) copies marked “Copy”, and one (1) flash drive or thumb drive of the proposal setting forth qualifications must be received. The response shall be submitted in a sealed envelope, which shall be marked so as to clearly indicate the RFP number, title, and the name of the Respondent.

Interested firms or individuals shall include the following information in their submittals in the exact order listed here with separating page tabs in an 8.5” by 11” -page format. Include page tabs so those evaluating the submittal can compare each section with others that are submitted.

A. Cover Page

A cover page that states, "REQUEST FOR PROPOSAL CDBG-DRI HOUSING REHABILITATION PROGRAM GRANT ADMINISTRATION – HI-DRI ACRES" The cover page should contain Respondent's name, address, telephone number, and the name of the Respondent's contact person.

B. Tab 1: Letter of Interest

A letter stating the proposer's interest in this project signed by the person who will have contract authority over it. Include a statement that the contents of the submittal are true and accurate. Provide an overview of the key areas of the proposal and summarize the proposer's position as to why the company should be selected. The Letter of Interest shall not exceed two (2) pages in length.

C. Tab 2: Firm’s Experience and Background

The Respondent shall provide a history of the organization and how the organization will fulfill the needs of the BOCC if awarded a contract pursuant to this RFP process.

Respondents shall include the following information:

1. Briefly describe your company's organization, philosophy, and management. Also, please provide a brief company history. Include years of experience providing grant administration services and environmental assessments.
2. A description of your organizational structure (i.e. publicly held corporation, partnership, etc.).
3. Confirm that you are a licensed in the State of Florida and provide documentation.
4. Describe your contractual relationships, if any, with organizations or entities necessary for your proposal's implementation
5. Describe experience completing most recent and similar work for other entities including contract amounts and dates of similar and current projects.

D. Tab 3: Project Understanding/Approach

Describe your understanding of the scope and your organization's intended approach to this specific project. It is anticipated that the primary Respondent indicated in the response to this RFP shall be the primary person providing services to the County, notwithstanding said entity may use staff to prepare work product required to fulfill the contractual obligations to the County. Respondent shall include a list of the proposed staff positions and employees that will provide the work required if awarded this contract, along with the qualifications and of such staff members. In addition, the Respondent shall indicate whether any subcontractors will be used and identify such subcontractors.

E. Tab 4: References

Each Respondent shall provide at least three (3) public sector references for the same or similar services during the past three (3) years. If no public sector references are available, non-public sector references may be provided. Each reference shall include, at a minimum:

1. Name and full address of reference organization and name of contact person
2. Telephone number(s) and email addresses
3. Date of initiation of contract reference and time period services were provided
4. Brief summary of services provided to reference

F. Tab 5: Additional Information

Any other information considered pertinent by the proposer. Each Respondent may, but is not required to, include resumes and any other materials deemed necessary but not provided otherwise (such as promotional literature, white papers, etc.). Note that these materials may or may not be reviewed by all evaluators and will not be part of the official evaluation except to the extent they support your firm's qualifications and experience. Any out-of-scope services not covered in other sections should be included here with a description of the personnel likely to be involved.

G. Tab 6: Proposed Contract

Respondent shall provide a formed contract that may be considered by the County. Any proposed contract shall be subject to negotiation with the County and approval by the County in the event Respondent receives an award to provide the required services.

H. Tab 7: Forms

Attachment A	Fee Schedule Form
Attachment B	Vendor Information
Attachment C	Non-Collusion Affidavit
Attachment D	Public Entity Crimes Form
Attachment E	Drug-Free Workplace Certificate
Attachment F	Conflict of Interest Statement
Attachment G	Certificate Regarding Lobbying and Debarment, Suspension and Other Responsibility Matters
Attachment H	Certificates of Insurance
Attachment I	W-9 Form
Attachment J	Proposed Contract

Signature of the Respondent: The Respondent must sign the response forms in the space provided for the signature. If the Respondent is a professional association or other business entity, the title of the officer signing the response on behalf of the entity must be stated and evidence of the officer's authority to sign the response must be submitted.

SECTION IV. RESPONSIBILITY FOR RESPONSE

The Respondent is solely responsible for all costs of preparing and submitting the response, regardless of whether a contract award is made by the County.

SECTION V. RECEIPT AND OPENING OF RESPONSES

Responses will be received until the designated time and will be publicly opened and read aloud at the appointed time and place stated in this solicitation. No responsibility will be attached to anyone for the premature opening of a response not properly addressed and identified. Respondents or their authorized agents are invited to be present.

SECTION VI. DETERMINATION OF SUCCESSFUL RESPONDENT

The County reserves the right to reject any and all responses and to waive technical errors and irregularities as may be deemed best for the interests of the County. Responses which contain modifications or are incomplete, unbalanced, conditional, obscure, or which contain additions not requested or irregularities of any kind, or which do not comply in every respect with the instruction to Respondents, and the contract documents, may be rejected at the option of the County. Final selection of the successful respondent(s) shall be made by the County at a noticed public meeting.

SECTION VII. INDEMNIFICATION

- A. The Respondent shall defend, indemnify and hold harmless the County from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by the County) and any other losses, damages, and expenses (including Respondent or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act of omission of the Respondent or its Subcontractors in any tier, their employees, or agents.
- B. The first ten dollars (\$10.00) of remuneration paid to the Respondent is for the indemnification provided for above.
- C. The successful Respondent agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract insurance coverages as detailed below.
- D. All policies must be endorsed to provide the County with written thirty (30) days' notice of cancellation or restriction except for nonpayment of premium. The Vendor shall provide the County with certificates of insurance showing the existence of coverage.

SECTION VIII. DISQUALIFICATION OF RESPONDENTS

- A. **NON-COLLUSION AFFIDAVIT:** Any person submitting a response to this RFP must execute the enclosed NON-COLLUSION AFFIDAVIT. If it is discovered that collusion exists among the Responders, the response of all participants in such collusion shall be rejected, and no participants in such collusion will be considered in future responses for the same work.
- B. **PUBLIC ENTITY CRIME:** 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 response/bid on a contract to provide any goods or services to a public entity, may not submit a response/bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit response/bids on leases 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 section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Category Two: \$25,000.00.
- C. **DRUG-FREE WORKPLACE FORM:** Any person submitting a response or proposal in response to this invitation must execute the enclosed DRUG-FREE WORKPLACE FORM and submit it with his response or proposal. Failure to complete this form in every detail and submit it with your response or proposal may result in immediate disqualification of your response.
- D. **CONFLICT OF INTEREST:** Any Respondent who is deemed to have a conflict of interest prohibited by Chapter 112, Florida Statutes, shall be disqualified.

- E. **PROHIBITED COMMUNICATION:** Any form of communication, except for written correspondence, shall be prohibited regarding this particular request for proposals, or any other competitive solicitation between:
1. Any person or person's representative seeking an award from such competitive solicitation; and
 2. Any County Commissioner or Commissioner's staff, or any county employee authorized to act on behalf of the Commission to award a particular contract.

For the purpose of this section, a person's representative shall include, but not be limited to, the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

The prohibited communication shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation. The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, and contract negotiations during any public meetings, presentations made to the Board, and protest hearings. Further, the provisions of this section shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with any employee, County Commissioner, or decision-making board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The provisions of this section shall terminate at the time the Board, or a County department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action, which ends the solicitation process. The penalties for an intentional violation of this article shall be those specified in §125.69(I), Florida Statutes.

SECTION IX. INTERPRETATIONS, CLARIFICATIONS, AND ADDENDA

No oral interpretations will be made to any potential Respondent as to the meaning of the contract documents. Any inquiry or request for interpretation received after the deadline for questions will not be given consideration. All such changes or interpretation will be made in writing in the form of an addendum and, if issued, will be posted on the County's Purchasing website. Each Respondent shall acknowledge receipt of such addenda in the space provided in the response form. In case any Respondent fails to acknowledge receipt of such addenda or addendum, the response will nevertheless be construed as though it had been received and acknowledged and the submission of the response will constitute acknowledgment of the receipt of same. All addenda are a part of the contract documents and each Respondent will be bound by such addenda, whether or not received. It is the responsibility of each Respondent to verify all addenda issued have been received before responses are opened.

SECTION X. GOVERNING LAWS AND REGULATIONS

The Respondent is required to be familiar with and shall be responsible for complying with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work.

Laws and Regulations

The Community Development Block Grant – Disaster Recovery (CDBG-DR) allocation to the State of Florida is governed by the following laws and regulations:

- (a) The Housing and Community Development Act of 1974;
- (b) Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C.5155), as amended;
- (c) Section 18 of the Small Business Act, as amended (14A U.S.C. 647) 44 CFR 206.191 Duplication of Benefit
- (d) Duplication of Benefits Federal Register, Vol. 76, No.221, November 16, 2011 (76 FR 71060) Public Law 113-2:
- (e) Disaster Relief Appropriations Act, 2013 (at HR 152-34)
- (f) The HUD Federal Register Notice at 78 FR 14329 published March 5, 2013
- (g) HUD Federal Register Notice at 78 FR 23578 published April 19, 2013
- (h) HUD Federal Register Notice at 78 FR 76154 published December 16, 2013
- (i) The applicable laws of the State of Oklahoma; and
- (j) By the laws and regulations promulgated by the State for the CDBG-DR program.
- (k) In addition to the citations noted, the CDBG-DR allocation is also subject to “cross-cutting” Federal requirements referenced herein and contained in 2 CFR 200 Sub-part F – Appendix

Federal Changes

Contractor or Sub-recipient shall at all times comply with all applicable Federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in this Contract between the State of Florida Department of economic opportunity and the Contractor or Sub-recipient, as such Federal regulations, policies, procedures and directives may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract.

Reference: (49 CFR Part 18)

Assignability

The Contractor or Sub-recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the contractors from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

Access to Records

The Contractor or Sub-recipient agrees that the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the State of Florida, or any of their authorized representatives, have the right of access to any documents, papers, or other records of the Contractor or Sub-recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Contractor or Sub-recipient's personnel for the purpose of interview and discussion related to such documents. Reference: (2 CFR 200.336)

Record Retention Requirements

The Contractor or Sub-recipient agrees financial records, supporting documents, statistical records, and all other Contractor or Sub-recipient records pertinent to a Federal award shall be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or the State of Florida in the case of a sub-recipient. Federal awarding agencies and the State of Florida may not impose any other record retention requirements upon Contractor or Sub-recipient. The only exceptions are the following:

- (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the Contractor or Sub-recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or State of Florida to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition.
- (d) When records are transferred to or maintained by the Federal awarding agency or the State of Florida, the 3-year retention requirement is not applicable to the Contractor or Sub-recipient. Reference: (2 CFR 200.333)

Remedies for Noncompliance

If a Contractor or Sub-recipient fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or the State of Florida may impose additional conditions, as described in 2 CFR 200.207 Specific conditions. If the Federal awarding agency or the State of Florida determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or the State of Florida may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the Contractor or Sub-recipient or more severe enforcement action by the Federal awarding agency or State of Florida.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate the Federal award.

- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a State of Florida, recommend such a proceeding be initiated by a Federal awarding agency).
- (e) Withhold further Federal awards for the project or program.
- (f) Take other remedies that may be legally available.

Reference: (2 CFR 200.338)

Breaches and Dispute Resolution

- (a) Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the State of Florida Department of Capital Planning and Resiliency's Administrator or designee. This decision shall be final and conclusive unless within [ten (10)] calendar days from the date of receipt of its copy, the Contractor or Sub-recipient mails or otherwise furnishes a written appeal to Administrator or designee. In connection with any such appeal, the Contractor or Sub-recipient shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of Administrator or designee shall be binding upon the Contractor or Sub-recipient and the Contractor or Sub-recipient shall abide by the decision.
- (b) Performance During Dispute - Unless otherwise directed by to the State of Florida Department of Capital Planning and Resiliency, Contractor or Sub-recipient shall continue performance under this Contract while matters in dispute are being resolved.
- (c) Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- (d) Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the State of Florida Department of economic opportunity and the Contractor or Sub-recipient arising out of or relating to this agreement or its breach will be decided by arbitration in the State of Florida Department of economic opportunity if the parties mutually agree, or in a court of competent jurisdiction within the State in which the State of Florida Department of economic opportunity is located.
- (e) Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the State of Florida Department of Capital Planning and Resiliency, Sub-Recipient or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

References: 49 CFR Part 18

Termination

- (a) The Federal award may be terminated in whole or in part as follows:
 - (1) By the Federal awarding agency or the State of Florida, if a Contractor or Sub-recipient fails to comply with the terms and conditions of a Federal award;

- (2) By the Federal awarding agency or the State of Florida for cause;
 - (3) By the Federal awarding agency or the State of Florida with the consent of the Contractor or Sub-recipient, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
 - (4) By the Contractor or Sub-recipient upon sending to the Federal awarding agency or the State of Florida written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or State of Florida determines in the case of partial termination that the reduced or modified portion of the Federal award or sub-award will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or State of Florida may terminate the Federal award in its entirety.
- (b) When a Federal awarding agency terminates a Federal award prior to the end of the period of performance due to the Contractor or Sub-recipient's material failure to comply with the Federal award terms and conditions, the Federal awarding agency must report the termination to the OMB-designated integrity and performance system accessible through SAM.
- (1) The information required under paragraph (b) of this section is not to be reported to designated integrity and performance system until the Contractor or Sub-recipient either—
 - (i) Has exhausted its opportunities to object or challenge the decision, see §200.341 Opportunities to object, hearings and appeals; or
 - (ii) Has not, within 30 calendar days after being notified of the termination, informed the Federal awarding agency that it intends to appeal the Federal awarding agency's decision to terminate.
 - (2) If a Federal awarding agency, after entering information into the designated integrity and performance system about a termination, subsequently:
 - (i) Learns that any of that information is erroneous, the Federal awarding agency must correct the information in the system within three business days;
 - (ii) Obtains an update to that information that could be helpful to other Federal awarding agencies, the Federal awarding agency is strongly encouraged to amend the information in the system to incorporate the update in a timely way.
 - (3) Federal awarding agencies, shall not post any information that will be made publicly available in the non-public segment of designated integrity and performance system that is covered by a disclosure exemption under the Freedom of Information Act. If the Contractor or Sub-recipient asserts within seven calendar days to the Federal awarding agency who posted the information, that some of the information made publicly available is covered by a disclosure exemption under the Freedom of Information Act, the Federal awarding agency who posted the information must remove the posting within seven calendar days of receiving the assertion. Prior to reposting the releasable information, the Federal agency must resolve the issue in accordance with the agency's Freedom of Information Act procedures.
- (c) When a Federal award is terminated or partially terminated, both the Federal awarding agency or State of Florida and the Contractor or Sub-recipient remain responsible for compliance with the requirements in 2 CFR 200.343 Closeout and 2 CFR 200.344 Post-closeout adjustments and continuing responsibilities.

References: (2 CFR 200.339; 78 FR 78608, Dec. 26, 2013, as amended at 80 FR 43309, July 22, 2015)

Insurance Requirements

The Contractor or Sub-recipient assumes all risks incident to or in connection with its purpose to be conducted herein under and shall indemnify, defend and save the State of Florida harmless from damage or injuries of whatever nature or kind to persons or property arising directly or indirectly out of the Contractor or Sub-recipient's operations and arising from acts or omissions of its employees and shall indemnify, defend, save harmless the State of Florida from any penalties for violation of any law, ordinance or regulation affecting or having application to said operation or resulting from the carelessness, negligence or improper conduct of Contractor or any of its agents or employees.

In this connection, the Contractor or Sub-recipient shall carry Insurances in the following amounts:

Commercial General Liability	\$1,000,000 Each Occurrence \$1,000,000 General Aggregate * Must include coverage for blanket contractual liability for the obligations assumed under contract
Comprehensive Automobile Liability	\$1,000,000 Combined Single Limit Each Occurrence * Coverage must extend to all owned, non-owned, leased, hired or borrowed vehicles and must include coverage for blanket contractual liability for the obligations assumed under contract
Workers' Compensation	Statutory Limits where Services are to be performed * Must include coverage for Longshoremen's and Harbor Workers' Compensation, if applicable, and coverage for Federal Employers' Liability Act, if applicable
Employer's Liability	\$1,000,000 Each Occurrence \$1,000,000 Disease per Employee
** An Umbrella liability policy, which follows form, may be used to obtain the aforementioned limits	
Professional Liability (If applicable)	\$1,000,000 Each Claim \$2,000,000 General Aggregate

The State of Florida shall be furnished with a certificate of insurance, which shall provide that such insurance shall not be changed or canceled, without ten days prior written notice to the State of Florida. Certificates of Insurance shall be delivered to the State of Florida prior to the commencement of the agreement. THE POLICY SHALL LIST THE STATE OF FLORIDA AS CO-INSURED OR ADDITIONAL INSURED.

Equal Opportunity

The following equal employment opportunity requirements apply to the underlying contract:

- a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,"

41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements HUD may issue.

- b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements HUD may issue.
- c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements HUD may issue.

References: Executive Order 11246 September 24, 1965 as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations 41 CFR chapter 60

Civil Rights

- 1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor or Sub-recipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor or Sub-recipient agrees to comply with applicable Federal implementing regulations and other implementing requirements HUD may issue.
- 2) The Contractor or Sub-recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
- 3) The Contractor or Sub-recipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

References: 29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.

Conflict of Interest

Any person who is an employee, agent, consultant, officer, or elected official or appointed official of the State of Florida, or of any of the State’s subsidiaries, who exercises or have exercised any functions or responsibilities with respect to CDBG activities assisted, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year after such decision making responsibilities have ended.

Reference: 2 CFR 200.112

Copyrights

The State of Florida Department of economic opportunity reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: The copyright in any work developed under the Contract, and to any rights of copyright to which a Contractor, Sub-contractor or a Sub-recipient purchases ownership with grant support.

Reference: 24 CFR Subtitle A. 85.34 Copyrights

Lobbying

Contractors or Sub-recipients who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, “New Restrictions on Lobbying.” 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 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 the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the State of Florida Department of Capital Planning and Resiliency.

References: (31 U.S.C. 1352 as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65; 49 CFR Part 19, 49 CFR Part 20)

SECTION XI. APPLICABLE TO CONSTRUCTION CONTRACTS

1. Bonds

No surety will be accepted by the State if the Bidder is now in default or delinquent on any bond or has an interest in any litigation against the State. All bonds shall be executed by surety companies licensed to do business in the State of Oklahoma and acceptable to the State Council. Each bond shall be executed by the Contractor and the Surety.

The State requires a Bid Bond to be submitted at the time of the Bid

The State requires a Maintenance Bond, a Performance Bond and a Statutory Bond for Bidders entering into a contract with the State

F. Bid Bond

Bidders will include a bid bond, bank check or irrevocable letter of credit for 5% of the bid if the bid is over \$50,000.

Upon award of bid, bonds shall be submitted to the State of Florida.

G. Maintenance Bond:

A good and sufficient Maintenance Bond shall be required in an amount equal to one hundred (100) percent of the total amount of the contract, guaranteeing such improvements against defective workmanship and/or materials for a period of one (1) year from and after the time of completion and acceptance by the State of said improvements.

H. Performance Bond:

A good and sufficient Performance Bond shall be required in an amount equal to one hundred (100) percent of the total contract amount guaranteeing execution and completion of the work in accordance with the specifications.

I. Statutory Bond:

A good and sufficient Statutory Bond shall be required in an amount equal to one hundred (100) percent of the total contact amount guaranteeing payment in full for all materials and labor used in the construction of the work.

2. Contract Work Hours and Safety Standards Act

The Contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. section 333, and applicable DOL regulations, " Safety and Health Regulations for Construction " 29 C.F.R. Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

Subcontracts - The Contractor also agrees to include the requirements of this section in each subcontract. The term "subcontract" under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials, which will become an integral part of the construction, is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

3. **Davis Bacon Act**

A. Minimum wages

- 1) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project) will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.
- 2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- 3) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - a. Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - b. The classification is utilized in the area by the construction industry; and
 - c. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates in the wage determination; and
 - d. With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

- B. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the

classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- C. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- (A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and

- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

Withholding – the State of Florida Department of economic opportunity 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the [insert name of grantee] may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

Payrolls and basic records

- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers

and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the State of Florida Department of economic opportunity for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR part 5 and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

Apprentices and trainees

Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

- (5) Compliance with Copeland Act requirements – The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) Subcontracts – The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration 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 the contract clauses in 29 CFR 5.5.
- (7) Contract termination: debarment – A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) Compliance with Davis-Bacon and Related Act requirements – All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

- (9) Disputes concerning labor standards – Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (10) Certification of eligibility – (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

References: 40 U.S.C. & 167; 27a-276a-5 (1998), 29 CFR § 5 (1999)

4. Section 3

The State of Florida requires the Contractor and all applicable sub-contractors to follow the State's Section 3 requirements as defined by the State's Section 3 Plan.

5. National Environmental Policy Act (NEPA)

The Contractor understands and agrees that no action may be taken by the Contractor until such time as the State of Florida has provided a signed and executed Notice to Proceed;

The Contractor agrees to follow the requirements of 24 CFR Part 58 (NEPA), as applicable.

6. Clean Air

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. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal Assurances provided by HUD.

References: 42 U.S.C. 7401 et seq., 40 CFR 15.61, 49 CFR Part 18

7. Clean Water

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. The Contractor agrees to report each violation to the State of Florida Department of economic opportunity and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notifications the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with HUD.

References: 33 U.S.C. 1251

8. Energy Conservation

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.

Reference (42 U.S.C. 6321 et. Seq., 49 CFR Part 18)

9. Recycled Products

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

References: 42 U.S.C. 6962, 40 CFR Part 247, Executive Order 12873 (More than \$10,000)

SECTION XII. EVALUATION CRITERIA

A. Proposal Evaluation Committee and Evaluation Process

1. Evaluation Committee

An Evaluation Committee (hereinafter referred to as "the Committee") consisting of at least three (3) members will be established to review, discuss, and evaluate all responsive Proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all Proposals on the basis of the information provided and evaluation criteria as set forth in this Request for Proposal.

2. Presentations

The Committee reserves the right to require oral presentations from any or all responsive and responsible Proposers who submit Proposals determined to be reasonably acceptable of being selected for award. Discussions may be conducted for the purpose of clarification and to assure full understanding of, and responsiveness to, the solicitation requirements. The County will not be liable for any costs incurred by the Proposer in connection with such interviews, presentations, or negotiations (i.e., travel, accommodations, etc.).

3. Reserved Rights

The County, at its sole and absolute discretion, reserves the right to reject any and all, or parts of any and all proposals, to re-advertise this solicitation, postpone or cancel, at any time, this solicitation process, or to waive minor irregularities and informalities in this RFP or in the proposals received as a result of this RFP.

4. CDBG-DR Program and other program contracts, either single or separate as required by each program are subject to grant awards and release of funds by respective funding agencies. The County does not guarantee the award of any Contract as a result of this solicitation process.

B. Scoring Criteria

- 0-25 points Years of experience of the firm's staff that will work on the project with administering CDBG-DR or CDBG Small Cities grants funded through the State of Florida Department of Community Affairs and/or the Florida Department of Economic Opportunity.
- 0-30 points The Firm's proposed approach to administering the grant including an explanation of the tasks to be performed and the County's involvement in the process.
- 0-20 points Quality of past performance as evidenced by client references from 2015 or later provided from other communities. Please note, only one (1) letter per community will be accepted.
- 0-25 points Fee or proposed fee basis.
- 0-5 points Women/Minority Business Enterprise: Points to be awarded only in the event of a tie for the highest ranking

Cost will be converted to points after making any adjustments for reciprocal preference. The proposal with the lowest cost receives the maximum points allowed. All other proposals receive a percentage of the points available based on their cost relationship to the lowest cost proposal. Divide the lowest cost proposal received by the cost of the proposal being rated, and multiply the results by the maximum points. The result is the awarded points. This is determined by applying the following formula:

$$\text{Price of Lowest Cost Proposal} \times \text{Maximum points available} = \text{Awarded Price Points}$$

Example: The figures below are used for example purposes only. It is not representative or suggestive of proposed costs. The total points available for cost in the RFP is forty (40) points. The cost of the lowest acceptable proposal is \$100,000. Therefore, the lowest proposal cost of \$100,000 would be awarded forty (40) points. The second lowest acceptable proposal submitted a cost of \$125,000. The second lowest proposal cost of \$125,000 would be awarded thirty-two (32) points.

$$\frac{\$100,000}{\$125,000} = 0.80$$

$$0.80 \times 40 \text{ points} = 32 \text{ points}$$

The points awarded for cost are combined with the total points awarded for the remaining criteria to determine the successful proposal.

The Board shall review all proposals and select a short list of respondents based on qualifications

and the proposal. The Board reserves the right to request additional information from the finalists and/or request such finalists to appear for an interview. If the Board does make such a request(s), it shall make such request(s) of all finalists equally. The fee envelopes of the short listed respondents shall be opened and the lowest bidder shall be awarded the contract. If the Board is unable to reach agreement with the low bidder within a 30-day time frame, the Board would then proceed with the second lowest bidder and so-on.

SECTION XIII. FORMS

**ATTACHMENT A
FEE SCHEDULE FORM**

The fees for this solicitation is calculated as a lump sum for the work described herein.

Lump Sum \$ _____

I certify that this proposal meets or exceeds the County’s specifications and that the undersigned proposer declares that I have carefully examined the specifications, terms, and conditions of this proposal, and I am thoroughly familiar with its provisions. The undersigned proposer further declares that he/she has not divulged, discussed, or compared his/her proposal with any other proposer and has not colluded with any other proposers or parties to a proposal whatsoever for any fraudulent purpose.

Company/Firm: _____ Date: _____

Address: _____

Phone No.: _____

Email: _____

Signature: _____

Print Name/Title: _____

ATTACHMENT B
VENDOR INFORMATION AND SIGNATURE FORM

Vendor Name	
Trade License (If applicable)	
Contact Person(s)	
Street Address with City, State and Zip Code	
Mailing Address (If different from Above)	
Phone Number	
Fax Number	
E-Mail	
Proposer will do the work as	☐ Individual ☐ Joint Venture ☐ Partnership ☐ Corporation
Date and State of Incorporation	DATE: _____ STATE: _____
Name of partnership or joint venture	

By signing below, the submission of qualifications shall be deemed a representation and certification by the Proposing Firm that you have investigated all aspects of the RFP, have read and understand the RFP, and acknowledge all addenda.

Authorized Signature:
Printed Name of Signer:
Date Signed:
Title of Signatory:

ATTACHMENT C
NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

I state that I _____ of _____,
(Name and Title) (Name of Firm)

am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher than the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.
4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.
5. _____, its affiliates, subsidiaries, officers, director, and employees

(Name of Firm)

are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the Board of County Commissioners of Columbia County, Florida for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of responses for this contract.

Dated this _____ day of _____, _____.

Name of Organization: _____

Signed by: _____

Print Name: _____

Being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

The foregoing instrument was executed before me this day _____ of _____

20____, by _____ as _____ of

_____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

ATTACHMENT D
PUBLIC ENTITY CRIMES FORM

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Proposal, ITN, or Contract Number **RFP 2021-L**

2. This sworn statement is submitted by _____ whose

[Name of entity submitting sworn statement]

business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).

3. My name is _____ and my relationship to the above is _____
[Please print name of individual signing]

4. I understand that a "public entity crime" as defined in section 287.133(l)(g), Florida Statutes, 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in section 287.133(l) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that "affiliate" as defined in section 287.133(l) (a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in section 287.133(l) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids/proposals or applies to bids/proposals on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. 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 is active in the management of the entity, nor any affiliate of the entity have been convicted of a public entity crime subsequent to July 1, 1989.

____ 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 the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **[Please indicate which additional statement applies].**

____ There has been a proceeding concerning the conviction before a judge or hearing officer of the State of Florida, Division of Administrative Hearings, or a court of law having proper jurisdiction. The final order entered by the hearing officer or judge did not place the person or affiliate on the convicted Contractor list. **[Please attach a copy of the final order.]**

____ The person or affiliate was placed on the convicted Contractor list. There has been a subsequent proceeding before a court of law having proper jurisdiction or a judge or hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the judge or hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted Contractor list. **[Please attach a copy of the final order.]**

____ The person or affiliate has not been placed on any convicted vendor list. **[Please describe any action taken by or pending with the State of Florida, Department of Management Services.]**

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in Attachment “D”, Public Entity Crimes, is truthful and correct at the time of submission.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____

County OF _____

The foregoing instrument was executed before me this day _____ of _____
20____, by _____ as _____ of _____, who
personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation,
and who is personally known to me OR has produced _____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

ATTACHMENT E
DRUG-FREE WORKPLACE CERTIFICATE

The drug-free certification form below must be signed and returned with the RFP response.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid/proposal a copy of the statement specified in the first paragraph.
4. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid/proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, 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.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.
7. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in Attachment "E", Drug-Free Workplace Certification, is truthful and correct at the time of submission.

 AFFIANT

 Typed Name of AFFIANT

 Title

STATE OF _____

County OF _____

The foregoing instrument was executed before me this day _____ of _____
 20____, by _____ as _____ of
 _____, who personally swore or affirmed that he/she is authorized
 to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced
 _____ as identification.

(stamp)

 NOTARY PUBLIC, State of _____

ATTACHMENT F
CONFLICT OF INTEREST STATEMENT

STATE OF _____ COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who was duly sworn, deposes, and states:

1. I am the _____ of _____ with a local office in _____
 (Insert Title) (Insert Company Name)
 and principal office in _____.
2. Said entity is submitting this proposal/offer to RFP 2021-L
3. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
4. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
5. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restrains the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
7. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
8. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any County Office or Department.
9. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within Columbia County government.
10. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the County in writing.

 AFFIANT

 Typed Name of AFFIANT

 Title

The foregoing instrument was executed before me this day _____ of _____ 20____,
 by _____ as _____ of _____, who
 personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation,
 and who is personally known to me OR has produced _____ as identification.

(stamp)

 NOTARY PUBLIC, State of _____

ATTACHMENT G
CERTIFICATE REGARDING LOBBYING AND DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS

1. Lobbying

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- A. 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 any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL – “Disclosure of Lobbying Activities”, in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. Debarment, Suspension and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67 –

- A. The applicant certifies that it and its principals:
 - I. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any federal department or agency;
 - II. Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing 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;

III. 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 (a)(ii) of this certification; and

IV. Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default. (b) Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

As the duly authorized representative of the applicant, I hereby certify that applicant will comply with the above referenced certifications.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____

County OF _____

The foregoing instrument was executed before me this day _____ of _____
20____, by _____ as _____ of
_____, who personally swore or affirmed that
he/she is authorized to execute this document and thereby bind the Corporation, and who is
personally known to me OR has produced _____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

ATTACHMENT H
CERTIFICATES OF INSURANCE

Please attach proof of insurance.

ATTACHMENT I
W-9 FORM

Please attach W-9 form.

ATTACHMENT J
PROPOSED CONTRACT

Please attach proposed contract.

Proposer shall provide a formed contract that may be considered by the County. Any proposed contract shall be subject to negotiation with the County and approval by the County in the event the Proposer receives an award to provide the required services.