RPF # 2024-02
BID/PROPOSAL DOCUMENTS
COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION (CDBG-MIT) PROGRAM MANAGEMENT SERVICES FOR GRANTS #MT146 & MT150

CITY OF BLOUNTSTOWN, FLORIDA
REQUEST FOR PROPOSALS #2024-02
COMMUNITY DEVELOPMENT BLOCK GRANT-MITIGATION (CDBG-MIT) PROGRAM MANAGEMENT SERVICES FOR GRANTS # MT146 & MT150

Sealed Proposals will be received by the City Manager, City Hall, 20591 Central Ave. West., Blountstown, FL 32424 until **TUESDAY, JUNE 25, 2024, no later than 10:00AM, CST**, at which time and place, Proposals received will be publicly opened at City Hall and read aloud for the following: ***Community Development Block Grant-Mitigation (CDBG-MIT) Program Management Services for GRANTS # MT146 & MT150***. The CITY OF BLOUNTSTOWN will not accept Proposals which arrive after **10:00AM, CST on TUESDAY, JUNE 25, 2024.**

BID/PROPOSAL DOCUMENTS Bid/Proposal Documents may be obtained by emailing a request to thall@blountstown.org Proposal Documents are required for bid/proposal submittal.

ADDENDUM It is the proposer's responsibility to check with the City Manager at thall@blountstown.org prior to submitting a bid/proposal to ensure they have the full RFP package, to ascertain if any addendum have been issued, and to obtain all such addendum and acknowledge the addendum with the submitted bid/proposal. All questions shall be directed to the City Manager in writing via email to thall@blountstown.org and will be accepted for addendum until Wednesday, June 12, 2024, at 10:00AM, CST in order to provide sufficient time for City to respond appropriately to questions. The failure of a proposer to submit acknowledgement of any addendum that affects the bid/proposal price(s) may be considered an irregularity and may be cause for rejection of the bid/proposal.

The City of Blountstown reserves the right to waive irregularities or informalities in any bid, and to reject any and all proposals, or to accept any proposal that, in their judgement, will be in the best interest of the City. Female and Minority firms are encouraged to apply.

The City of Blountstown is an Equal Opportunity/Affirmative Action Employer and is a Drug Free Workplace.

CITY OF BLOUNTSTOWN, FLORIDA

REQUEST FOR PROPOSALS #2024-02

TERMS AND CONDITIONS

and

BID/PROPOSAL DOCUMENTS

1. SUBJECT TO THESE TERMS

All Proposals provided to the CITY OF BLOUNTSTOWN (hereinafter "City") are subject to the terms and conditions specified herein. Proposals which do not comply with these conditions are subject to rejection. These Terms and Conditions are subject to the order of precedents in section 2 of this document.

2. CONFLICT OF INTEREST

If a conflict arises between these Terms and Conditions, the following Order of Precedents will apply:

1. Federal Laws associated with Community Development Block Grants ("CDBG"), including without limitation, 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments); 24 CFR Part 135 (Economic Opportunities For Low- and Very Low-Income Persons), and 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards).
2. Laws of Florida as applied to municipal purchasing
3. City Purchasing Policy and other applicable ordinances and resolutions
4. Special Conditions, Supplemental Instructions, and Addenda
5. Written and fully executed formal Contract between the City and Consultant
6. Detailed Scope of Work
7. These Terms and Conditions

3. CONTRACT FORMS

Any agreement, contract or purchase order resulting from the acceptance of a bid shall be in a form as approved by the City. All formal contracts shall be approved by the City Attorney and City Council.

4. SCOPE OF SERVICES

CITY OF BLOUNTSTOWN is requesting proposals from qualified individuals or firms to provide grant administration services for Community Development Block Grant-Mitigation (CDBG-MIT) for the following projects:

Project #MT146 – Repair and replacement of failing pipes in the Lake Hilda Dam $603,527.76

Project #MT150 – Enhance water, wastewater, electricity, and natural gas along Highway 71, expanding capacity to support a new facility for Calhoun-Liberty Hospital $841,167.64

Administration for each project will be awarded separately and will be contingent on the approval of Florida Commerce.

A. Grant administration services shall include, but are not limited to, reviewing and developing necessary policies and procedures, conducting environmental review(s), coordinating with Florida Commerce, developing and administering contract(s), tracking and managing program funds in compliance with program guidelines, fair housing activities, and providing reports and technical assistance.

5. CRITERIA FOR SELECTION OF FIRMS. Violation of any of these requirements can be grounds for rejection of a proposal.

A. Proposals received after the time and date stated in the published RFP will not be considered. It shall be the sole responsibility of the bidder to have their Proposals delivered to the City Manager prior to the stated time and date. If a bid is sent by U.S. Mail private delivery service, or by any other means of delivery, the bidder shall be responsible for its timely delivery to the City Manager. Proposals delayed by mail or delivery service shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their (unopened) return at the bidder's request and expense.

B. Proposals shall be reviewed by a selection committee/City Council, ranked based on the following criteria, and negotiation for contracts shall follow the order of ranking from highest to lowest score. Evaluation and ranking shall be based upon the criteria herein and the highest ranked firm shall be determined by tally of the number one ranked proposer(s) among the selection committee. The selection process shall be open to the public and records maintained in accordance with CDBG requirements.

C. **Criteria**

The City may require presentations or interviews with one or more	**Point Value**
Key staff with individual experience, certifications & program knowledge	25
Team experience with CDBG programs & local needs & conditions	25
References with current project contacts & letters of reference	20
Management with organization, on-site capability & capacity to perform	20
Certified Minority/Woman Owned Business	5
Fee and Proposed Fee Basis	5
Total Points	**0-100**

D. During this RFP process, any intentional omissions, alterations, or false representations will be grounds for rejection of any proposal. All proposals become City property. **The City is an Equal Opportunity/Affirmative Action Employer. MBE/WBE/DBE businesses are encouraged to participate. In the event of a tie, MBE/WBE/DBE status shall be considered in making a final determination of top ranked proposal(s).** In compliance with the Florida Sunshine Amendment and Code of Ethics, the City strictly enforces open and fair competition in its RFPs. In accordance with Section 287.133, Florida Statute, a person or affiliate who has been placed on the convicted vendor list following conviction for a public entity crime may not submit a proposal on a contract to provide services to a public entity. A public entity crimes statement is required as described below. The City supports a drug-free workplace. Evidence of a drug-free workplace policy is required as described below.

E. CDBG contracts for services shall include all required Florida CDBG contract clauses as provided by the

Florida Commerce, as well as comply with all Florida CDBG procurement and contract requirements.

F. The City reserves the right to request clarification of any information submitted by firms or individuals. The City, with a suitable basis provided for by law, reserves the right to reject any and all proposals, and to waive any informalities or irregularities in the proposal process. CDBG and other grant/loan program contracts, either single or separate as required by each program, may be subject to grant awards and release of funds by respective funding agencies as determined by the City.

6. FORM OF SUBMITTAL

A. Submittal to be provided in the order below:

1) Cover letter/statement of interest ***including e-mail address of person to be notified of award***, manually and duly signed by an authorized corporate officer, principal, or partner. Include physical address of primary proposer.

2) Form #1 – Bid Cover Sheet

- Key staff with individual experience, certifications & program knowledge.
- Team experience with CDBG programs & local needs & conditions.
- Approach with understanding of requirements, leveraging & work plan.
- References with current project contacts.
- Management with organization, on-site capability & capacity to perform.
- Fee – percentage of grant amount the proposer will charge.
- Evidence of DBE/MBE/SBE certification, if any.

3) Form# 2 – Consulting Agreement

4) Form# 3 – Certification and Assurances Form

5) Form# 4 – Florida Commission on Ethics Form 3A Interest in Competitive Bid for Public Business

6) Form # 5 – Non-Collusion Form

7) Form # 6 – Public Entity Crimes Form

8) Form # 7 – Negligence or Breach of Contract Disclosure Form

9) Form # 8 – Drug Free Workplace Certification

10) Form # 9 – E-Verify Affidavit

11) Form # 10 – Consultant References

12) Form # 11 – Appendix II of Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

B. Applicants that do not comply with all the above instructions or do not include all the requested data may not be considered.

C. Submit **one (1)** original **and six (6)** copies. Also submit **one (1)** electronic copy on a thumb drive in PDF format only.

D. The City Council will evaluate the proposals as soon as practical on a date to be determined and may require some or all of the proposers to provide additional information in the form of a presentation and question and answer session with the Committee.

7. ADDITIONAL INFORMATION

A. Negotiation of contracts for services shall follow the selection process. Should a satisfactory contract not be achievable with the number one ranked proposing firm or individual then that proposal shall be rejected, and negotiations shall begin with the number two ranked firm and so on. Procurement and contracting of all services shall conform to CDBG guidelines, state, and federal regulations including 24 CFR, Part 85. Funding for these services is contingent upon a grant award.

B. Contract. The successful Proposer shall be required to execute the Contract included with this RFP and be able to provide the required insurance. Proposers not able to do this should not respond. Any request for a revision to the standard contract shall be submitted prior to the RFP due date in order to be considered. The Proposer understands that this RFP does not constitute an agreement or contract with the Proposer. City contracts are awarded only when a fully executed written agreement has been returned to the Proposer by the City.

C. All questions concerning this selection process, or this document must be e-mailed to the City Manager at thall@blountstown.org Questions shall be received no later than Wednesday, May 15, 2024, at 10:00AM, CST.

D. No oral interpretation of this RFP shall be considered binding. The City shall be bound only when such statements are written and executed under the authority of the City Council. Any and all interpretations, responses to questions or supplemental instructions will be in the form of a written addendum. Failure of any Proposer to receive such addendum shall not relieve said Proposer from any obligation under the RFP submitted. All addendums issued shall become part of the Contract Documents.

E. The City reserves the right to reject any and all submittals with or without cause, to waive technicalities, or to accept those submittals which best serve the interests of the City.

F. Proposals become a **public record** and shall be subject to disclosure consistent with Chapter 119, Florida Statutes, thirty (30) calendar days after the bid opening or upon bid award in accordance with Chapter 119, Fla. Stat. Marking a proposal "confidential" or "proprietary" does not exclude all or any part of the proposal from disclosure under public records requirements. To claim the proposal or a portion thereof as exempt or confidential and exempt from disclosure, you must state the basis of the exemption, including the statutory citation to an exemption created or afforded by Florida Statutes; state in writing and with particularity the reasons for the conclusion that the proposal is exempt or confidential and exempt; and if only a portion of the proposal is claimed to be exempt or confidential and exempt, provide a redacted version of the proposal showing those portions claimed to be exempt or confidential and exempt. Proposals submitted with claimed exemptions shall be reviewed and the release of these records shall be at the City's discretion. Failure to notify the City of claimed exemptions constitutes a waiver and the submittal will be released as requested. If a public records request is received, and the documents for which exemption is claimed are deemed responsive by the City, and if the Proposer seeks to prevent disclosure of such documents, the Proposer shall be required to seek any legal remedy available but shall hold the City harmless and indemnify the City against any fines, or legal fees of the City or public records requestor. Under such indemnification, the City shall hold the documents for which exemption is sought until a court of competent jurisdiction rules on the exemption, or the Proposer settles with the requestor.

G. Submittals may be withdrawn prior to due date by written request dispatched by the Proposer and received by the City Manager before the time for receiving Submittals has expired. After Proposals are opened, but prior to award of the contract by the City Council, the City Council may allow the withdrawal of a bid because of the mistake of the bidder in the preparation of the bid document. In such circumstance, the decision of the City Council to allow the bid withdrawal, although discretionary, shall be based upon a finding that the bidder, by clear and convincing evidence, has met each of the following four tests:

1) The bidder acted in good faith in submitting the bid;

2) The mistake in bid preparation that was of such magnitude that to enforce compliance by the bidder would cause a severe hardship on the bidder;

3) The mistake was not the result of gross negligence or willful inattention by the bidder; and

4) The mistake was discovered and was communicated to the City prior to the City Council having formally awarded the contract.

H. The City reserves the right to request clarification of information submitted and to request additional information of one or more Proposers after the deadline for receipt of Submittals.

I. Costs for preparation of a response to this request are solely those of the Proposer and the City assumes no responsibility for any such costs incurred by the Proposer. The City will not be liable for any costs incurred by the Proposer prior to execution of the contract by the parties.

J. Submittals shall be formatted to letter sized paper and with a minimum 12-point font.

K. Proposers are instructed **NOT** to fax or e-mail their submittal as they shall be rejected as non-responsive.

L. Proposers must indicate on the outside of their envelope the following:

1) RFP Number and Name

2) Due Date and Time

3) Name and address of Proposer

M. All submittals shall include the name and title of the authorized person that will sign the Contract. The cover letter must be signed by an authorized officer. Consultants who are nonresident corporations must include a certified copy of their permit to transact business in the State of Florida.

N. Submittals that contain any limiting terms and conditions that do not explicitly agree to provide the scope in the contract documents may be disqualified.

O. Any Proposer who presents in its RFP to the City, any information which is determined by the City, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect, may be disqualified from consideration.

P. The Proposer understands that this RFP does not constitute an agreement or contract with the City. City contracts are awarded only when a fully executed written agreement, approved by the City Council and City Attorney, has been returned to the hired proposer (hereinafter, "consultant") by the City.

Q. Protests shall be in accordance with the procedure outlined in the City Purchasing Manual and City Code.

R. All Submittal documents and/or necessary forms must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

S. The consultant, sub-recipient or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this work. The consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. Department of Transportation assisted contracts. Failure by the consultant to carry out these requirements is a material breach of the contract which may result in the termination of the contract or such other remedy as the recipient deems appropriate.

T. It is the policy of the United States, the State of Florida, or the City that small business concerns, veteran owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns (hereinafter "small business concerns") shall have the maximum practicable opportunity to participate in performing contracts, including contracts and subcontracts. It is further the policy that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns. The consultant hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Consultant further agrees to cooperate in any studies or surveys as may be conducted by the appropriate government agency as may be necessary to determine the extent of the Consultant's compliance with this clause.

U. Employers shall avail themselves of a program by the U.S. Immigration and Customs Enforcement called E Verify. E-Verify is an Internet based system operated by the U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automatic link to Federal databases to help employers verify employment eligibility of new hires, existing employees and the validity of their Social Security numbers. If your company wishes to avail itself of this program, you can register online for E-Verify at https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES which provides instructions for completing the registration process. At the end of the registration process you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as employer, the SSA and the DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best methods by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit www.dhs.gov/e-verify or contact the USCIS at 1-888-464-4218.

As a condition precedent to entering into this AGREEMENT, and in compliance with Section 448.095, Fla. Stat., Contractor, and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.

The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

V. In accordance with Chapter 287, Florida Statutes, Procurement of Personal Property and Services, Section 287.133, Public entity crime; denial or revocation of the right to transact business with public entities. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to a public entity, may be awarded or perform work as a Consultant, or subconsultant 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 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

W. It is the policy of the City of Blountstown that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with funds derived from the U.S. Department of Transportation,

Federal Transit Administration (FTA). The City of Blountstown utilizes the Florida Department of Transportation (FDOT) Certified Business Directory (BizNet) database to identify all firms eligible to participate as DBE's. The City of Blountstown is not a certifying member of the Unified Certification Program. The City recognizes the DBE certification. DBEs responding to this RFP shall provide DBE certification information as part of their response.

X. Consultants must be authorized to transact business in the State of Florida. Copy of Registration Certificate and information should be submitted with bid. Bidders shall comply with all applicable provisions of all federal, state, county and local laws and of all ordinances, rules and regulations (hereinafter "Laws") and such Laws shall govern development submittal and evaluation of all Proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response hereto and the City, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise and lack of knowledge by any consultant shall not constitute a cognizable defense against the legal effect thereof.

Y. Section 112.313, Fla. Stat., prohibits contracts with City employees, officers, and advisory board members. All bidders must disclose the name of any officer or employee who owns, directly or indirectly, an interest in the bidder's firm or any of its branches.

Z. Prompt Payment. The payment due date for the purchase of goods or services other than construction services is 45 days after the date on which a proper invoice is received by the City; or if a proper invoice is not received by the local governmental entity, the date on which services are completed. If the terms under which a purchase is made allow for partial deliveries and a payment request or proper invoice is submitted for a partial delivery, the time for payment for the partial delivery must be calculated from the time of the partial delivery and the submission of the payment request or invoice in the same manner as provided herein. All payments due and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance. The vendor must invoice the City for any interest accrued in order to receive the interest payment. Any overdue period of less than 1 month is considered as 1 month in computing interest. Unpaid interest is compounded monthly. For the purposes of this section, the term "1 month" means a period beginning on any day of one month and ending on the same day of the following month.

AA.CDBG and other grant/loan program contracts, either single or separate as required by each program may be subject to grant awards and release of funds by respective funding agencies as determined by the City.

8. PUBLIC ENTITY CRIMES

In accordance with Chapter 287, Florida Statutes, Procurement of Personal Property and Services, Section 287.133, Public entity crime; denial or revocation of the right to transact business with public entities. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to a public entity, may be awarded or perform work as a consultant or subconsultant 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 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

9. DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

A. In accordance with Florida State Civil Rights Act of 1992, an entity or affiliate which has been placed on the **State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at http://www.dms.myflorida.com)** may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not award or perform work as a consultant or subconsultant under contract with any public entity, and may not transact business with any public entity.

B. The general purposes of the Florida Civil Rights Act of 1992 are to secure for all individuals within the state freedom from discrimination because of race, color, religion, sex, national origin, age, handicap, or marital status and thereby to protect their interest in personal dignity, to make available to the state their full productive capacities, to secure the state against domestic strife and unrest, to preserve the public safety, health, and general welfare, and to promote the interests, rights, and privileges of individuals within the state.

C. It is the policy of the City to assure that applicants are employed, and that employees are treated during employment, without regard to their age, race, religion, color, national origin, sex, or disability. Such action must include employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation" and selection for training, including apprenticeship, pre apprenticeship, and/or on-the-job training.

10. SUBCONTRACTING

A. Consultants shall obtain prior written approval of subconsultants and the work they will perform as stated in the scope of work. A subconsultant is defined as any entity performing work within the scope of the project who is not an employee of the Consultant.

B. Consultant shall supervise, inspect and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Bid Documents. Consultant shall be solely responsible for the means, methods, techniques, sequences, and procedures. All work performed for consultant by a subconsultant will be pursuant to an appropriate agreement between consultant and the subconsultant which specifically binds the subconsultant to the applicable terms and conditions of these Bid Documents for the benefit of the City. Consultant shall be fully responsible to the City for all acts and omissions of the subconsultants, and other individuals or entities performing or furnishing any of the work just as consultant is responsible for consultant's own acts and omissions.

11. PUBLIC RECORDS

Bidder acknowledges that all information contained within its bid is a public record, as defined in Chapter 119 "Public Records" of the Florida Statutes. No information should be labeled confidential unless exempted under said laws, and such exemption defended *solely by* the bidder solely at the bidder's expense, in a manner provided by Florida law.

12. INSURANCE REQUIREMENTS

Unless otherwise stated in the specifications, the following insurance requirements must be met before delivery of goods or services.

A. The Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation Insurance, including Employer Liability Insurance described below, or to the extent and in such amounts as required below and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage, or similar licensed insurance professional evidencing such coverage, and naming the City as a named, additional insured, as well as furnishing the City with a certified copy, or copies, of said insurance policies. The policies shall waive any right of subrogation against the City or its insurer and acknowledge coverage for the indemnification provided herein. Certificates of Insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by the Contractor as required herein shall be considered as primary insurance over and above any other insurance, or self-insurance, available to the City, and that any other insurance, or self-insurance available to the City shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Contractor as required herein.

The City's liability beyond that provided in section 768.28, Florida Statutes. Such policy or policies shall be without any deductible amount and shall be issued by approved companies rate City and the other parties indemnified hereunder as additional insureds under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

B. Commercial Liability Insurance. A Commercial Liability Insurance Policy shall be provided which shall contain minimum limits of One Million Dollars ($1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability and shall contain minimum limits of Two Million Dollars ($2,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial Liability Policy, without restrictive endorsements, and must include:

- Premises and/or operations.
- Subcontracted Contractors, if any.
- Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification Contract.
- Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability. Business Automobile Liability shall be provided with minimum limits of Five Hundred Thousand ($500,000.00) per occurrence, combined with a single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Owned Vehicles, if applicable.
- Hired and Non-Owned Vehicles, if applicable.
- Employers' Non-Ownership, if applicable.

Workers' Compensation Insurance. Workers' Compensation Insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable federal laws. In addition, the policy(ies) must include:

- Employers' Liability with a limit of Five Hundred Thousand ($500,000) for each accident.
- Professional Liability shall be provided with minimum limit of One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) per aggregate.

The Contractor shall furnish to the City Manager a Certificate of Insurance or endorsements evidencing the insurance coverage specified by this Article within fifteen (15) calendar days after notification of award of the Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract. Contractor's failure to provide to the City the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Contract.

Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of Contractor is completed. All policies must be endorsed to provide the City with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverage expires prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

If Contractor uses a sub-consultant, Contractor shall ensure that sub-consultant names City as an additional insured.

C. Status of Claim. The Contractor shall be responsible for keeping the City notified of the status of any claims for damages against the contractor resulting from services performed under this Contract. The Contractor shall send notice(s) of claims related to work under this contract to the City by fax, hand delivery or regular mail to the address stated at the top of this Contract.

13. INDEMNIFICATION

The Contractor shall indemnify and save harmless the City, its officers, agents and employees from all suits, actions or claims of any character, name and description brought for, or on account of any injuries, deaths or damages received or sustained by any person, persons or property by or from the Contractor, his agents or employees, or by, or in consequence of, any neglect in safeguarding the work or through the use of unacceptable materials in the construction of the improvement, or by, or on account of, any act or omission, neglect, or misconduct of the Contractor, his agents or employees, or by, or on account of, any claims or amounts recovered for any infringement of patent or trademarks, or copyright or from any claims or amounts arising or recovered under the Workmen's Compensation Law or any other laws, by-laws, ordinances, order or other decree, and so much of the money due to Contractor under any virtue of his contract as shall be considered necessary to the Engineer, may be retained for use of the Owner, or in case of money is due, his Surety shall be held until such suit or lawsuits, action or actions, claim or claims, for injuries, deaths or damages, as aforesaid, shall have been settled and suitable evidence to that effect furnished to the Owner. The Contractor agrees to furnish insurance coverage in the type and amounts stipulated by the Specifications and Contract Documents. Nothing contained herein shall be construed as a waiver of the City's sovereign immunity. This indemnification clause shall survive the termination of this agreement. This indemnification is intended to comply with and should be construed in conformance with Section 725.20 FS.

14. CONFLICT OF INTEREST

A. The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statues. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the City or any of its departments. Further, all bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches or subsidiaries.

1) Non-government Conflicts

a) A proposer shall not submit a response or enter into a contract with the City if the contract would result in the proposer having a conflict of interest. As used herein, the term conflict of interest shall mean:

i. The proposer's contract with another customer or entity will be averse to the interest of the City; or

ii. There is a significant risk that the interest of the City will be materially impacted by the proposer's responsibilities to a current customer or entity, a former customer or entity or any other third party.

b) Notwithstanding the existence of a conflict of interest under paragraph (a), a proposer may submit a proposal and enter into a contract with the City if:

i. The proposer reasonably believes that they will be able to provide competent and diligent representation to each affected customer or entity and;

ii. The conflict of interest is not prohibited by law and;

iii. The proposal or contract does not involve the assertion of a claim by one customer or entity against another represented by the proposer in the same project or other proceeding involving State or Federal agencies; and

iv. Each affected customer or entity gives informed consent, confirmed in writing by the City Manager.

c) It shall be the sole responsibility of the City Manager to determine if the criteria applicable to a conflict of interest or exception from same have been met.

15. CONTRACTS FOR SERVICES (SECTION 119.0701, FLORIDA STATUTES)

A. This statute requires any public agency (which includes municipalities) to; in addition to other contract requirements provided by law, include a provision in each contract for services that requires the Consultant to comply with the public records laws. Specifically, the Consultant shall be required to:

1) Consultant shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Consultant shall keep and maintain public records required to perform the services under this Agreement.

2) This Agreement may be unilaterally canceled by the City for refusal by Consultant to either provide public records to the City upon request, or to allow inspection and copying of all public records made or received by the Consultant in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

3) If Consultant meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:

a) Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify Consultant of the request, and Consultant must provide the records to the City or allow the records to be inspected or copied within a reasonable time. If the Consultant fails to provide the public records to the City within a reasonable time, the Consultant may be subject to penalties under s. 119.10, F.S.

b) Upon request from the City's custodian of public records, Consultant shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c) Consultant shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Consultant does not transfer the records to the City.

d) Upon completion of the Agreement, Consultant shall transfer, at no cost to City, all public records in possession of the Consultant or keep and maintain public records required by the City to perform the City upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to City, upon request from the City's custodian of public records, in a format that is accessible by and compatible with the information technology systems of the City.

4) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY MANAGER BY TELEPHONE AT 850-674-5488, BY EMAIL AT thall@blountstown.org, OR AT THE ADDRESS BELOW:**

City Manager
City of Blountstown
20591 Central Ave. West.
Blountstown, FL 32424

FORMS

These forms are required and should be submitted with all Proposals. If it is determined that forms in this section are not applicable to your company, then you should return the form with your bid and mark N/A across the form in large letters. There is no need to return the Terms and Conditions with your bid package.

Form# 1 - Bid Cover Sheet
This is a mandatory form that must be returned with your bid package. All information on Page 1 must match the company information as it is listed on the Florida Department of State Division of Corporations - http://www.sunbiz.org. All signatures shall be by an authorized company representative. Page 2 through XX should contain bid details, which information depends on the project.

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Form# 2 – Consulting Agreement – *Post-Bid* Form (SAMPLE ONLY! NOT FOR SIGNING)
A draft agreement has been included for your preliminary review. It contains terms and conditions and other information in addition to that provided herein, and the final Agreement will be provided for review and signatures prior to Notice to Proceed.

Form# 3 – Certifications and Assurances
This project will be funded through a federal grant and therefore the bidder must comply with federal laws which are outlined throughout the bid document. Each bidder shall sign the Certifications and Assurances.

Form# 4 – Florida Commission on Ethics Form 3A Interest in Competitive Bid for Public Business
Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, spouses, and their children. See Part III, Chapter 112, Florida Statutes and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, provides certain limited exemptions to the afore-referenced prohibitions. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

Form# 5 – Non-Collusion Affidavit
Each bidder shall execute an affidavit, in the form provided by the City, to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted. Such an affidavit shall be attached to the bid form.

Form# 6- Public Entity Crimes
A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on
a contract with a public entity for the construction or repair of a public building or public work may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a Consultant, supplier, subconsultant, or consultant wider 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 of CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Form# 7- Negligence or Breach of Contract Disclosure Form
Required Form. The form may be used to disclose any litigation that your company may be a part of involving negligence or breach of contract over the past ten years. You may need to duplicate this form to list all history. This should include, at a minimum, litigation for similar projects completed in the State of Florida. Under part 6 of the form, the final action needs to include in whose favor the litigation was settled and if there was a monetary amount awarded. Please do not write N/A on this form. If you have no litigation, write "None" on the form. If you have too many lawsuits, you may narrow them to litigation of the company or subsidiary submitting the solicitation response. See the form for further instructions and what to do if you have no litigation history in the past ten years. You may also submit the information in a table format if you have a large number of litigations to list. Simply put "See Attached Listing" in the blocks where you would normally have put "none".

Form # 8 – Drug Free Workplace Certification
Self-explanatory. Required Form. The form may be used as part of a tiebreaker for identical Proposals. If your company does not have a Drug Free Workplace Program, you must mark this form N/ A and return it with your bid package. If your company has a Program sign and return the form.

Form # 9 – E-Verify Affidavit
The City requires that bidders doing work for the City utilize the U.S. Department of Homeland Security's E-Verify system (https://www.e-verify.gov/) to verify the employment eligibility of all new employees the Consultant hired during the term of this Agreement.

Form# 10 - Consultant References
Provide no less than three (3) references of firms and companies for which you have already performed similar work in the last ten (5) years. The references should be placed in the order of the most recent similar work to least similar work, and not on the basis of anticipated favorable response by reference. If no similar work has been done within ten years, then list the cities or companies for which you have provided any services in chronological order for the previous five (5) years.

Form# 11 – Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Feceral entity under the Federal award must contain provisions covering the listed items, as applicable.

Form# 1
CITY OF BLOUNTSTOWN
Bid Cover Sheet

Bidder/Company Name (Capitalize):

Date Submitted:

Bid Opening Date:

Project Identification: BID #

Formal Bid Name:

Entity Name:

Business Address:

Authorized Signor: Title:

Phone Number: Email:

Taxpayer Identification Number:
(Enter Employer Identification Number -or- Social Security Number)*
* *The City collects your social security number/employer identification number for tax reporting purposes*

In submitting this Bid, Bidder makes all representations required by the Bid Documents and further warrants and represents that Bidder has examined copies of all the Bid Documents and addendums.

The undersigned, as Bidder, hereby declares that no person or persons other than the undersigned are interested in this Invitation To Bid as Principal, and that this bid is made without collusion with others; and that we have carefully read and examined all the Bid Documents and with full knowledge of all conditions under which the goods or services herein are contemplated must be furnished, hereby propose and agree to furnish the goods or services according to the requirements set out in the Bid Documents for said goods or services for the prices as listed on the subsequent pages.

ALL PROPOSALS MUST BE SIGNED BY AN AUTHORIZED CORPORATE AUTHORITY. If that person is not the President, CEO, or Partner, this form shall be accompanied by the Company's **CORPORATE RESOLUTION** authorizing the signor.

_____
Signature of Contractor's Authorized Representative

_____
Name and Title of Contractor's Authorized Representative

_____
Date

Form# 2

CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this _____day of _____, 20____, by and between _____, a Florida corporation whose business address is _____, (hereinafter referred to as "Consultant"), and The **CITY OF BLOUNTSTOWN, FLORIDA**, a Florida municipal corporation whose business address is 20591 Central Ave. W, Blountstown, FL 32424, and its successors and assigns (hereinafter referred to as "City").

WITNESS:

City and Consultant, in consideration of the mutual covenants set forth below, agree as follows:

SCOPE OF WORK

1. The "Bid Documents" include all of the city's documents provided to bidders in the Request for Proposals, and all of the Consultant's documents submitted in response to the request for Proposals, and such documents are attached as Exhibit "A". This Agreement along with all Exhibits are referred to in Sections 2 & 3 of the Bid Documents as the "Formal Contract", and the Bid Documents and this Formal Contract shall collectively be hereinafter referred to as the "Contract Documents." The work contemplated herein is described in the Bid Documents as the Scope of Services, and the Consultant's Proposals are open-ended in that the City may select any portion of the work at any time during this Agreement when such work is needed by the City. Nevertheless, the Consultant understands that the City may never request such work.
2. Detailed Scope of Work and Specifications for Project. The Consultant's work progressing to completion of each Project, as to quality, progress and compliance with the Contract Documents on such Project, shall be defined as the Consultant's "Work." The Detailed Scope and Specifications for the Work are as provided in the Bid Documents attached hereto and made a part of the terms of this Agreement.
3. Consultant shall comply with all laws.

CONTRACT PRICE

The City shall pay Consultant for performance of the Work in accordance with the Contract Documents in current funds at the lump sum or unit prices ("Bid Prices") as presented in the Bid Documents, which are incorporated and made a part of this Agreement as attached or by reference as provided in Exhibit "A".

INDEMNIFICATION

Consultant shall indemnify and hold harmless the City as required in the Bid Documents.

INSURANCE REQUIREMENTS

Unless otherwise stated in the specifications, the following insurance requirements must be met before delivery of goods or services.

A. The Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation Insurance, including Employer Liability Insurance described below, or to the extent and in such amounts as required below and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage, or similar licensed insurance professional evidencing such coverage, and naming the City as a named, additional insured, as well as furnishing the City with a certified copy, or copies, of said insurance policies. The policies shall waive any right of subrogation against the City or its insurer and acknowledge coverage for the indemnification provided herein. Certificates of Insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by the Contractor as required herein shall be considered as primary insurance over and above any other insurance, or self-insurance, available to the City, and that any other insurance, or self-insurance available to the City shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Contractor as required herein.

   Nothing herein shall be construed to extend the City's liability beyond that provided in section 768.28, Florida Statutes.

   Such policy or policies shall be without any deductible amount and shall be issued by approved companies rated at not less than AM Best A+ and authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Highlands County, Florida. Such policy or policies shall name the City and the other parties indemnified hereunder as additional insureds under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

B. Commercial Liability Insurance.

   A Commercial Liability Insurance Policy shall be provided which shall contain minimum limits of One Million Dollars ($1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability and shall contain minimum limits of Two Million Dollars ($2,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial Liability Policy, without restrictive endorsements, and must include:

   - Premises and/or operations.
   - Subcontracted Contractors, if any.
   - Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification Contract.
   - Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

C. Business Automobile Liability.

Business Automobile Liability shall be provided with minimum limits of Five Hundred Thousand Dollars ($500,000.00) per occurrence, combined with single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Owned Vehicles, if applicable.
- Hired and Non-Owned Vehicles, if applicable.
- Employers' Non-Ownership, if applicable.

D. Workers' Compensation Insurance.

Workers' Compensation Insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable federal laws. In addition, the policy(ies) must include:

- Employers' Liability with a limit of Five Hundred Thousand Dollars ($500,000.00) for each accident.
- Professional Liability shall be provided with a minimum limit of One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) per aggregate.

The Contractor shall furnish to the City Manager a Certificate of Insurance or endorsements evidencing the insurance coverage specified by this Article within fifteen (15) calendar days after notification of award of the Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract. Contractor's failure to provide to the City the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Contract.

Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of Contractor is completed. All policies must be endorsed to provide the City with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverage expires prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

If Contractor uses a sub-consultant, Contractor shall ensure that sub-consultant names CITY as an additional insured.

E. Status of Claim.

The Contractor shall be responsible for keeping the City currently advised as to the status of any claims for damages against the Contractor resulting from services performed under this Contract. The Contractor shall send notice of claims related to work under this Contract to the City. Copies of the notices shall be sent by fax, hand delivery or regular mail to the addresses stated at the top of this Contract.

COMPLIANCE WITH LAWS

Consultant shall observe and abide by and perform all of its obligations hereunder in accordance with all applicable laws, rules, and regulations of all governmental authorities having jurisdiction, including the federal Occupational Safety and Health Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, or national origin.

TIME IS OF THE ESSENCE; SUSPENSION; TERMINATION

1. In all matters under this Agreement, time is of the essence. The City reserves the right to suspend the Consultant's prosecution of the work. The Consultant shall, upon receipt of the City's written notice ("Notice of Suspension") and within the time stated therein, suspend and stop any part or all of the work and operations hereunder for such period or periods of times as the City may deem advisable and designate in said Notice of Suspension.

2. The City reserves the right to terminate this Contract, with notice to Consultant ("Notice of Termination"), at any time the City determines it does not wish to proceed with Consultant's construction of the Project, **with or without cause**. In such event the Consultant shall immediately cease all Work not specifically identified and authorized in the Notice of Termination and be paid for such portions of the Work as he and/or his approved subconsultants may have completed, and for materials which have been provided, fabricated, or delivered, up to the date of termination. No allowance shall be made for any anticipated profit on that portion of the Work not completed. The above shall be in addition to all rights and remedies granted the City under this Agreement.

3. The rights and remedies of City and Consultant under this Article shall be non-exclusive and shall be in addition to all other remedies available to such parties at law or in equity.

WAIVER

No provision, requirement, default, or breach of this Agreement may be waived by either party except in writing.

LAWS APPLICABLE; VENUE; WAIVER OF JURY; ASSIGNMENT

This Agreement shall be governed by the law of the State of Florida. The venue for any dispute before a court of law shall be in county court, in Calhoun County, Florida. If a claim is based on Federal law, such litigation shall be in the federal district applicable to Blountstown, Florida. Neither party to the Agreement shall assign this Agreement without the written consent of the other; nor shall Consultant assign any monies due or to become due to it under the Agreement without the prior written consent of City. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding on all the parties and their respective successors and assigns.

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the

basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

§ 200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247

that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§ 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law

115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled

by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall

prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
(c) See Public Law 115–232, section 889 for additional information.
(d) See also § 200.471.

§ 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;
and
(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Section 3

All Section 3 covered contracts and subcontracts must include the following clause:

I. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing andUrban Development Act of 1968, as amended, 12 USC.1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance, or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

II. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they areunder no contractual or other impediment that would prevent them from complying with the part 75 regulations.

III. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the

contractor's commitments under this Section 3 Clause and willpost copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

IV. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate actions, as provided in an applicable provisionof the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

V. The contractor will certify that any vacant employment positions, including training positions, that are filled
(1) after the contractor is selected but before the contract is executed, and (2) with persons other than thoseto whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filledto circumvent the contractor's obligations under 24 CFR part 75.

VI. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of thiscontract for default, and debarment or suspension from future HUD assisted contracts.

VII. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b)of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

i. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible preference and opportunities for training and employment shall be given to Indians, and preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the

provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b). c..

b. Section 3 Benchmarks and Reporting
    i. Benchmarks. Contracts with CDBG awards over $200,000 trigger Section 3 Benchmark requirements. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 workers and business concerns to meet these minimum numeric goals:
        1. Twenty-five percent (25%) of the total hours on a Section 3 project must be worked by Section 3 workers; and
        2. Five percent (5%) of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.
    ii. Reporting. If the subrecipient's reporting indicates that the subrecipient has not met the Section 3 benchmarks described in 24 CFR § 75.23, pursuant to 24 CFR § 75.25(b), the subrecipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued.
    iii. Recipient will comply with any Section 3 Project Implementation Plan documents provided by HUD or the State of Hawaii which may be amended from time to time for HUD reporting purposes.

CAPTIONS; EXHIBITS

All exhibits hereto are incorporated herein as part of this Agreement. The captions appearing with the article or section number designations of this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement.

DOCUMENT IS THE RESULT OF MUTUAL DRAFTSMANSHIP

The terms and conditions of this Agreement are the product of mutual draftsmanship by both parties, each being represented by counsel if so desired, and any ambiguities in this Agreement or any documentation prepared pursuant to it shall not be construed against either of the parties because of authorship. The parties acknowledge that all the terms of this Agreement were negotiated at arms' length, and that each party, being represented by counsel if so desired, is acting to protect its own interests.

CONTRACTS FOR SERVICES (SECTION 119.0701, FLORIDA STATUTES)

1. Consultant shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Consultant shall keep and maintain public records required to perform the services under this Agreement.

2. This Agreement may be unilaterally canceled by the City for refusal by Consultant to either provide public records to the City upon request, or to allow inspection and copying of all public records made or received by the Consultant in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

3. If Consultant meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:

   a) Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify Consultant of the request, and Consultant must provide the records to the City or allow the records to be inspected or copied within a reasonable time. If Consultant fails to provide the public records to the City within a reasonable time, Consultant may be subject to penalties under s. 119.10, F.S.

   b) Upon request from the City's custodian of public records, Consultant shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

   c) Consultant shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Consultant does not transfer the records to the City.

   d) Upon completion of the Agreement, Consultant shall transfer, at no cost to City, all public records in possession of Consultant or keep and maintain public records required by the City to perform the services under this Agreement. If the Consultant transfers all public records to the City upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to City, upon request from

the City's custodian of public records, in a format that is accessible by and compatible with the information technology systems of City.

4. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY MANAGER by telephone at (850)674-5488, by email at thall@blountstown.org or at the mailing address below:

City Manager
City of Blountstown
20591 Central Ave. West
Blountstown, FL 32424

NOTICE

Notices required herein shall be sent by hand delivery or by major U.S. courier service (FedEx, UPS, Express Mail, DHS) to the following persons from each party:

A. **To the City:** Traci S. Hall, City Manager, 20591 Central Avenue West, Blountstown, FL 32424

B. **To the Consultant:**

ATTORNEY'S FEES AND COSTS

If either party takes legal action to enforce the terms or conditions of this Agreement, whether through court or by arbitration, the prevailing party shall receive all costs of the action, including reasonable attorney's and paralegal's fees, including appeals.

CONTRACT DOCUMENTS

The Contract Documents that comprise the entire agreement between City and Consultant are attached to this agreement, are made a part of this agreement, and consist of the following:

1. This Agreement.
2. Bid Documents
    a. Request for Proposals Document Cover Sheet and Bid Documents
    b. Addenda and Responses to Inquiries

c. Consultant's response bid and related documents

d. Insurance Certificates

Nothing herein or the remainder of the Agreement shall be construed to extend the City's liability beyond that provided in section 768.28, Florida Statutes

CONSULTANT

Witness:

_____	**SAMPLE-DO NOT SIGN**_____
Signature of Witness	Signature of Consultant
_____	_____
Printed Name of Witness	Printed Name of Consultant/Title

CITY

CITY OF BLOUNTSTOWN

Attest:

_____	_____
Signature	Mayor's Signature
_____	_____
Printed Name	Tony Shoemake, Mayor

Form# 3

CERTIFICATIONS AND ASSURANCES

In performance of this Contract, Contractor provides the following certifications and assurances:

A. **Debarment and Suspension Certification (24 CFR Part 2424)**

B. **Certification Regarding Lobbying (24CFR Part 87 and 31 U.S.C. 1352)**

C. **Nondiscrimination & Equal Opportunity Assurance (24 CFR Part 6 and 24 CFR Part 146)**

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Bidder must be registered with www.SAM.gov with a status of "Active" and have no Active Exclusions cited.

2. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.

3. Have not within a three-year period preceding this Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

4. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or

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

B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Contractor certifies, to the best of its knowledge and belief, that:

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 Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension,

continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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

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

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

C. NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).

As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

2. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

3. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

4. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.

5. The American with Disabilities Act of 1990 (Pub. L. 101-336), prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities, and;

6. Parts II and III of E.O. 11246 (Equal Employment Opportunity, 30 FR 12319), which requires Federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of E.O. 11246 and Department of Labor regulations implementing E.O. 11246 (41 C.F.R. § 60-1.4(b)).

7. Improving Access to Services for Persons with Limited English Proficiency, E.O. 13166 (65 FR 50121), requiring examination of the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them. The policy guidance on March 24, 2003 (68 FR 14180) prohibits against national origin discrimination affecting LEP persons and helps ensure that non-Federal entities provide meaningful access to their LEP applicants and beneficiaries.

By signing below, Contractor certifies the representations outlined in parts A through C above are true and correct.

_____

Signature of Contractor's Authorized Representative

_____

Name and Title of Contractor's Authorized Representative

_____

Name of Firm

_____

Date

FORM 3A INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS

LAST NAME - FIRST NAME - MIDDLE INITIAL	OFFICE / POSITION HELD
MAILING ADDRESS	AGENCY
CITY ZIP COUNTY	ADDRESS OF AGENCY

WHO MUST FILE THIS STATEMENT

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. *See* Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; AND where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouses's or child's interest and the nature of the intended business. This form has been promulgated by the Commission on Ethics for such disclosure, *if and when applicable* to a public officer or employee.

INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS (Required by Section 112.313(12)(b), Fla. Stat.)

1. The competitive bid to which this statement applies has been / will be (strike one) submitted to the following government agency:

2. The person submitting the bid is: **NAME ▼** **POSITION ▼**

3. The business entity with which the person submitting the bid is associated is:

4. My relationship to the person or business entity submitting the bid is as follows:

5. The nature of the business intended to be transacted in the event that this bid is awarded is as follows:

   a. The realty, goods, and / or services to be supplied specifically include: _____

   _____

   b. The realty, goods, and / or services will be supplied for the following period of time: _____

   c. Will the contract be subject to renewal without further competitive bidding? ❑ Yes ❑ No. If so, how often?

6. Additional comments:

7. SIGNATURE	DATE SIGNED	DATE FILED

FILING INSTRUCTIONS

If you are a state officer or employee required to disclose the information above, please file this form with the Commission on Ethics, P.O. Drawer 15709, Tallahassee, FL 32317-5709; physical address: 325 John Knox Road, Building E, Suite 200, Tallahassee, FL 32303. If you are an officer or employee of a political subdivision of this state and are subject to this disclosure, please file the statement with the Supervisor of Elections of the county in which the agency in which you are serving has its principal office.

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES SECTION 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

FORM# 5

NON-COLLUSION AFFIDAVIT

State of _____)

)ss.

County of _____)

_____being first duly sworn, deposes and says that:

(1) He/she is the

_____, (Owner, Partner, Officer, Representative or Agent) of

_____,the RESPONDER that has submitted the attached response;

(2) He/she is fully informed respecting the preparation and contents of the attached solicitation response and of all pertinent circumstances respecting such Solicitation:

(3) Such solicitation response is genuine and is not a collusive or sham response;

(4) Neither the said RESPONDER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired or agreed, directly or indirectly, with any other Responder, firm, or person to submit a collusive or sham response in connection with the work for which the attached solicitation response has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Responder, firm or person to fix any overhead, profit, or cost elements of the solicitation response price or the solicitation response price of any other Responder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

(5) The price or prices quoted in the attached solicitation response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the RESPONDER or any other of its agents representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

BY: _____ _____

(Signature) Witness 1

_____ _____

(Printed Name) Witness 2

_____

(Title)

NON-COLLUSION AFFIDAVIT

State of Florida
County of _____

On this the _____day of _____, 20____, before me, the undersigned Notary Public

of the State of Florida, personally appeared _____ and whose name(s) is/are (Name(s) of individual(s) who appeared before notary). Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

_____
(Name of Notary Public: Print Stamp or type as Commissioned)

_____Personally known to me, or
_____Produced identification:

_____
(Type of identification)

FORM# 6

PUBLIC ENTITY CRIMES

Section 287.132-133(3)(a), Florida Statutes, effective July 1, 1989 require that no public entity shall enter into a contract, award of bid, or transact business in excess of $10,000.00 with any person or affiliate who has been convicted of a public entity crime. Prior to entering into a sworn statement with the Purchasing Department on form 7088.

A copy of the form is reproduced below. This completed form must be on file prior to the issuing of a Purchasing Order.

Sworn Statement Under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with _____
(Solicitation Number and Name)

2. This sworn statement is submitted by _____whose business address is _____
_____
and (if applicable) it's Federal Employer Identification No. (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 entity named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(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 of with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted or conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding or fault or a conviction of a public entity crime, with or without 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 an "affiliate" as defined in Paragraph 287.133(1)(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 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid 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 one of the two statements applies.)**

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor the affiliate of the entity have been charged with and 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 management of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which of the three additional statement applies below.)**

____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administration Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list.
(Please attach a copy of the Final Order)

____ The person of affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administration Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate form the convicted vendor list.
(Please attach a copy of the Final Order)

____ The person or affiliate has not been placed on the convicted vendor list.
(Please describe any action taken by or pending with the Department of General Services)

PUBLIC ENTITY CRIMES

_____ _____

Signature Date

State of _____

County of _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____, who after first being sworn by me, affixed his/her signature in the space provided above on this _____day of _____, 20____.

_____

Notary Public

My Commission Expires: _____

FORM# 7

ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

Please fill in the form below. Provide a sheet for each incident that has occurred over the past 10 years. Please compete in chronological order with the most recent incident on starting on page 1. Please do not modify this form or submit your own variation.

1. Your Company Name		
2. Type of Incident (check appropriate box)	□ Alleged Negligence	□ Alleged Breach of Contract
3. Date of Incident		
4. Who Took Action Against Your Company? (Include name, state, and City.)		
5. What was the initial circumstance for this action?		
6. What was the final outcome of this action?		

Make as many copies of this sheet as necessary in order to provide a 10-year history of the requested information. Provide this sheet to your primary partners that are listed in your proposal. If there is no action pending or action taken in the last 10 years, write 'NONE" on the page and return it with the company name completed.

Page Number ____ of ____

Update the page numbers to reflect the current page and the total number of pages for this form. If you must use a separate sheet to continue an explanation please reference the page and item number on the separate sheet. Example: Page 3, Item 5.

FORM# 8

DRUG-FREE WORKPLACE

The undersigned vendor (firm) in accordance with Section 287.087, Florida Statutes, hereby certifies

that _____(Name of Company)

_____ does:

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 specifies the actions taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

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

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under 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 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 each conviction.

5. Impose a section on,or require 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 the implementation of this section.

   As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

_____ _____

Authorized Signature Title

_____ _____

Printed Name Date

FORM# 9

EMPLOYMENT ELIGIBILITY VERIFICATION -- E-VERIFY

The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system (https://www.e-verify.gov/) to verify the employment eligibility of all new employees the Consultant hired during the term of this Agreement. The Consultant shall include in all subcontracts under this Agreement, the requirement that subConsultants performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees subConsultant hired during the term of the subcontract.

The Consultant agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The City shall consider the employment or utilization of unauthorized aliens a violation of Section 274 A (e) of the Immigration and Naturalization Act (8U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the City. As part of the response to this solicitation (bid), the successful Consultant will complete and submit the attached form "Affidavit Certification Immigration laws".

Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet based system operated by the U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automatic link to Federal databases to help employers verify employment eligibility of new hires, existing employees and the validity of their Social Security numbers.

If your company wishes to avail itself of this program, you can register online for E-Verify at https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES

Which provides instructions for completing the registration process. At the end of the registration process you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as employer, the SSA and the DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best methods by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit www.dhs.gov/e-verify or contact the USCIS at 1-888-464-4218.

As a condition precedent to entering into this AGREEMENT, and in compliance with Section 448.095, Fla. Stat., Contractor, and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.

The CITY, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. The CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the CITY for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the CITY as a result of termination of any contract for a violation of this section.

Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

ITB #23-15: CDBG-MIT PROGRAM MANAGEMENT SERVICES FOR EXISTING GRANTS

The CITY OF AVON PARK will not intentionally award city contracts to any Consultant who knowingly employs unauthorized alien workers constituting a violation of the employment provisions contained in Section 274A (e) of the Immigration and Naturalization Act (INA) (8 U.S.C. 1324a).

The City of Avon Park may consider the employment by any Consultant of Unauthorized Aliens a violation of section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for the unilateral cancellation of the contract by the City of Avon Park. The bidder attests that they are fully compliant with all applicable immigration laws (Specifically to the 1986 Immigration Act and subsequent amendments).

_____ _____

Company Name Signature & Title

STATE OF FLORIDA
COUNTY OF _____
Sworn to (or affirmed) and subscribed before me, this _____ day of_____, 20___,

by_____. Personally known_____ OR

Produced Identification:_____ Type of Identification Produced:_____

(Seal)

_____ _____

Print/Type Name of Notary Signature of Notary Public

FORM# 10

REFERENCES

Responder's Name: _____

Responder must provide the following information for three (3) previous clients in which similar scope of services were performed within the last five (5) years.

Reference No. 1

Company Name:	
Location (City, State):	
Date of Service:	
Contact Person:	
Contact Number:	
Email Address:	

Reference No. 2

Company Name:	
Location (City, State):	
Date of Service:	
Contact Person:	
Contact Number:	
Email Address:	

Reference No. 3

Company Name:	
Location (City, State):	
Date of Service:	
Contact Person:	
Contact Number:	
Email Address:	

Note: Responder is responsible for verifying correct phone numbers, email address and contact information.

FORM# 11

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a

standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

§ 200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§ 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

§ 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;
and
(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Section 3

All Section 3 covered contracts and subcontracts must include the following clause:

I. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing andUrban Development Act of 1968, as amended, 12 USC.1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance, or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

II. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they areunder no contractual or other impediment that would prevent them from complying with the part 75 regulations.

III. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause and willpost copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

IV. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate actions, as provided in an applicable provisionof the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

V. The contractor will certify that any vacant employment positions, including training positions, that are filled
(1) after the contractor is selected but before the contract is executed, and (2) with persons other than thoseto whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filledto circumvent the contractor's obligations under 24 CFR part 75.

VI. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of thiscontract for default, and debarment or suspension from future HUD assisted contracts.

VII. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b)of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

i. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible preference and opportunities for training and employment shall be given to Indians, and preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b). c..

b. Section 3 Benchmarks and Reporting

i. Benchmarks. Contracts with CDBG awards over $200,000 trigger Section 3 Benchmark requirements. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 workers and business concerns to meet these minimum numeric goals:

1. Twenty-five percent (25%) of the total hours on a Section 3 project must be worked by Section 3 workers; and
2. Five percent (5%) of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.

ii. Reporting. If the subrecipient's reporting indicates that the subrecipient has not met the Section 3 benchmarks described in 24 CFR § 75.23, pursuant to 24 CFR § 75.25(b), the subrecipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued.

iii. Recipient will comply with any Section 3 Project Implementation Plan documents provided by HUD or the State of Hawaii which may be amended from time to time for HUD reporting purposes.