



**CITY OF BLOUNTSTOWN, FLORIDA  
RFQ 2025-02  
COMMUNITY DEVELOPMENT BLOCK GRANT-MITIGATION (CDBG-MIT)  
ENGINEERING SERVICES FOR GRANT #MT150**

Notice is hereby given that the City of Blountstown is seeking Qualifications from firms to provide engineering services, including the design and permitting services, construction contract bidding and award, services during construction, inspection services, and other additional services if required. All submissions shall be considered in accordance with the Florida Competitive Consultant Negotiations Act. (F.S. 287.055)

Please submit all proposals by **10:00 am CST on Tuesday, March 4, 2025**, at which time will be publicly opened. Submittals may also be mailed, or hand delivered to the following address:

**City of Blountstown, 20591 Central Avenue West, Blountstown, Florida 32424**

Specifications may be secured by contacting Traci S. Hall, City Manager, at [thall@blountstown.org](mailto:thall@blountstown.org).

Questions concerning this request should be submitted in writing to Traci Hall at [thall@blountstown.org](mailto:thall@blountstown.org) by **12:00 pm CST on Wednesday, February 19, 2025**.

City of Blountstown encourages all segments of the business community to participate in its procurement opportunities, including small businesses, minority/women owned businesses, and disadvantaged business enterprises. The City of Blountstown does not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts.

The City of Blountstown reserves the right to waive irregularities in bids, to reject any or all bids with or without cause, and to award the bid that it determines to be in the best interest of the City of Blountstown.

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

By order of the City of Blountstown in Calhoun County, Florida.

## 1. CONTACT INFORMATION

Traci S. Hall  
City Manager/Finance Director  
Email: [thall@blountstown.org](mailto:thall@blountstown.org)  
Phone: 850-674-5488

## 2. TIMELINE

Question Submission Deadline: February 19, 2025, at 12:00 pm CST

Proposal Submission Deadline: March 4, 2025, at 10:00 am CST

## 3. STANDARD RFQ INSTRUCTIONS, SUBMITTAL REQUIREMENTS, AND GENERAL REQUIREMENTS

### 3.1. PRE-PROPOSAL ACTIVITY

Except as provided in this section, respondents are prohibited from contacting or lobbying the City, City Manager, Councilmembers, Staff, Review Committee members, or any other person authorized on behalf of the City related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be submitted to the City Manager.

All questions or inquiries must be received in writing via email by **12:00 pm CST on February 19, 2025**. Any addenda or other modification to the bid documents will be emailed to all proposers who requested/received a proposal packet from the City.

Such addenda or modification shall be part of the bid documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of all addenda when submitting their bid. No respondent may rely upon any verbal modification or interpretation.

### 3.2. PREPARATION OF RFQ

The respondent shall submit proposals in accordance with the public notice.

Any proposal which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice may be rejected.

A proposal submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A proposal submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A proposal submitted by an individual shall show the respondent's name and official address.

A proposal submitted by a joint venture shall be executed by each joint venture in the manner indicated on the bid form. The official address of the joint venture must be shown below the signature.

If the respondent is an out-of-state corporation, the bid shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida. A state contractor license # for the State of Florida shall also be included on the bid form. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

The proposal shall be based upon the completion of the Work according to the drawings and specifications, together with all addenda thereto.

### 3.3. SUBMITTAL OF PROPOSAL

Six (6) copies of the proposal and one (1) flash drive shall be submitted no later than **10:00 am CST on Tuesday, March 4, 2025**. It is the respondent's responsibility to ensure that its proposal is submitted by the proper time and date by mail or hand delivery.

### 3.4. INTEGRITY OF PROPOSAL DOCUMENTS

Respondents shall use the original documents provided by the City of Blountstown and enter information only in the spaces where a response is requested. Respondents may use an attachment to the documents if sufficient space is not available. Any modifications or alterations to the original documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modification or alteration that a respondent wishes to propose must be clearly stated in the respondent's response in the form of an addendum to the original bid documents.

### 3.5. WITHDRAWAL OF SUBMITTALS

Any Respondent may withdraw its Submittal, by contacting the City of Blountstown, at any time prior to the scheduled time for opening Submittals.

### 3.6. INTERPRETATION

No oral interpretation will be made to any Respondent as to the meaning of the drawings or specifications. Every interpretation made to a Respondent will be in the form of an Addendum to the specifications. Addenda will be furnished to each Respondent, via email, but it shall be the Respondent's responsibility to make inquiry as to Addenda issued. All such addenda shall become part of the contract and all Responders shall be bound by such Addenda whether received by the Responders.

### 3.7. PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

All responses will remain subject to acceptance or rejection by the City of Blountstown for sixty (60) calendar days after the day of the response opening. The City of Blountstown may, in its sole discretion, release any response and return the response security prior to the end of this period.

### 3.8. CONDITIONAL & INCOMPLETE PROPOSALS

The City of Blountstown specifically reserves the right to reject any conditional response.

### 3.9. ADDITION/DELETION OF ITEM

The City of Blountstown reserves the right to add or delete any item from this response or resulting contract when deemed to be in the City's best interest.

### 3.10. SPECIFICATION EXCEPTIONS

Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer's specifications which conflict with the proposal specifications. Respondent must also explain any deviation from the proposal specification in writing, as a foot note on the applicable bid page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their bid. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with bid specifications.

### 3.11. FAMILIARITY WITH LAWS

All applicable Federal and State laws, County and municipal ordinances, orders, rules, and regulations of all authorities having jurisdiction over the project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

### 3.12. EXAMINATION OF DOCUMENTS AND SITE

Before submitting their proposal, the Respondent shall familiarize themselves with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials, and labor required. Respondent shall also examine all drawings, specifications, addenda, and other Contract Documents to be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract.

### 3.13. RIGHT TO REJECT PROPOSAL

The Owner reserves the right to waive informalities in bids, to reject any or all proposals with or without cause, and accept the proposal that in its judgment is in the best interest of the City of Blountstown.

### 3.14. DISQUALIFICATION OF RESPONDENTS

Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its proposal:

- Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.
- Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the City until such participant has been reinstated as a qualified respondent.
- Uncompleted work which in the judgment of the City might hinder or prevent the prompt completion of additional work if awarded.

- Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals. Default under previous contract.
- Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

### 3.15. DISCRIMINATION

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a response on a contract to provide goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

### 3.16. REVIEW OF PROCUREMENT DOCUMENTS

Per Florida Statute 119.071 (1) 2, sealed bids, proposals, or replies received by the City pursuant to a competitive solicitation are exempt from public disclosure until such time as the City provides notice of an intended decision or until 30 days after opening the responses, proposals, or final replies, whichever is earlier.

### 3.17. COMPLIANCE WITH FLORIDA STATUTE 119.0701

The Respondent shall comply with all the provisions in 2 CFR § 200.325(b) and of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY MANAGER AT 850-674-5488 or at [thall@blountstown.org](mailto:thall@blountstown.org).**

### 3.18. SUSPENSION OR TERMINATION FOR CONVENIENCE

The City may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period as the City may determine, or to terminate all or a portion of the Contract for the City's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the City orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay, or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed, or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

### 3.19. FAILURE OF PERFORMANCE/DELIVERY

In case of default by the Vendor, the City of Blountstown after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the Vendor responsible for the difference in cost incurred. Continuous instances of default shall result in cancellation of the award and removal of the Vendor from the response list for duration of one (1) year, at the option of the City of Blountstown.

### 3.20. AUDIT

If requested, respondent shall permit the City or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this bid from the date of the award through six (6) years after the expiration of contract.

### 3.21. PUBLIC ENTITY CRIME INFORMATION

Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity more than the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

### 3.22. INVESTIGATION OF RESPONDENT

The City may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the City may request.

### 3.23. FORM OF AGREEMENT

The Contract form shall be provided by the City Manager. The successful contractor shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the City Manager all required contract documents. The awarded contractor shall also deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by City of Blountstown City Manager before the successful contractor may proceed with the work.

### 3.24. E-VERIFY

Contractors and subcontractors performing work funded by CDBG subgrants are required to enroll in the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees that they hire during the term of their contracts under Executive Order 11-116, signed by the Governor of Florida on May 27, 2011.

### 3.25. FEDERAL FUNDING REQUIREMENTS

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.

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 (b)(1) through (5) of this section.

In accordance with 2 CFR 200.324(b) the City must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 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.

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

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 will post 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; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. 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 action, as provided in an applicable provision of 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.

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 those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

## 4. SCOPE OF WORK

### 4.1 PURPOSE:

The City of Blountstown is requesting proposals from qualified firms to provide engineering services for Community Development Block Grant-Mitigation (CDBG-MIT) for the City of Blountstown Underground Utilities Supporting Calhoun-Liberty Hospital grant (\$841,167.64).

### 4.2 SCOPE:

The Engineer's responsibilities will include, but are not limited to design and permitting services, construction contract bidding and award, services during construction, inspection services, and other additional services if required.

## 5. CRITERIA FOR SELECTION OF FIRM

### 5.1 EVALUATION PROCESS

The City shall convene a selection committee of which the responsibility shall be as follows:

#### 5.1.1 Independently review and evaluate each submittal:

- Each committee member shall evaluate each firm by assigning a number of points for each criterion, as established in the solicitation.

#### 5.1.2 As a "Committee of the whole," develop a combined ranking order of all proposals meeting minimum qualifications. The ranking of firms shall be done in the following manner:

- The scores received for each firm from all committee members shall be totaled to produce a final ranking.
- The firm receiving the highest score shall be ranked the # 1 firm, and the process repeated until all firms have been ranked according to their points.
- The committee may discuss their scores and their reasons behind them, and each member may modify their score of firms accordingly.

#### 5.1.3 The City may, solely at its own option, seek additional proposals with this or a similar proposal in the event the City, solely at its own option, determines that the quantity and/or quality of proposals received is insufficient to meet the City's needs and/or that award of a contract arising from this RFP would not be in the public interest.

#### 5.1.4 The committee shall forward its recommendations to the City Manager, an agenda item will be prepared for City Council consideration and authorization of negotiations of a contract pursuant to the requirements of Florida law and City Regulations.

#### 5.1.5 The City reserves the right to waive any informalities or reject any and all Responses, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this Response and to accept the Response that in its judgment will best serve the interest of the City. The City reserves the right to award the bid to the respondent submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of the City, and to reject any and all bids or to waive any irregularity or technicality in bids received. The City of Blountstown shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.



## EVALUATION CRITERIA

The Committee will review all valid submissions and provide a recommendation to the City Council. Staff will evaluate the submissions based on the identified criteria and provide the scoring information to the Council for consideration.

<b>Evaluation Category</b>	<b>Points</b>
Successful Experience with Florida Small Cities CDBG	25
Management and Staff Qualifications, Availability	25
Understanding of Local Needs and Approach to Project	25
Reputation and Client References	20
Certified Minority/Woman Owned Business ( <i>5 points for prime, max 3 points for sub</i> )	5

## DISCLAIMER

*The City of Blountstown reserves the right to reject any or all Responses, including without limitation nonconforming, nonresponsive, unbalanced, or conditional Bids. The City further reserves the right to reject the Response of any Responder whom it finds after reasonable inquiry and evaluation to not be responsible. In evaluating Responses, the City may consider the qualifications of Responders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted with the Response.*

## 6. STANDARD INSURANCE REQUIREMENTS

*Vendor/Contractor agrees to carry and keep in force for the entire term of the contract with City of Blountstown and any extensions thereof, the following minimum levels of insurance coverage for any claims that may result from or relate to the services or products provided by Vendor/Contractor.*

**Workers' Compensation:** *The contractor shall provide a workers' compensation insurance policy that meets the statutory requirements of the Florida Workers' Compensation Law. The policy shall also include employer's liability coverage with a minimum limit of \$1,000,000 per accident, \$1,000,000 per policy for occupational disease, and \$1,000,000 per employee for occupational disease. The contractor shall furnish a certificate of insurance as evidence of such coverage before commencing work under this contract.*

**Commercial General Liability:** *The business shall maintain a commercial general liability insurance policy with minimum limits of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate, covering bodily injury and property damage. The policy shall include the following coverages:*

- *Premises/operations liability*
- *Products/completed operations liability*
- *Contractual liability*

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- *Liability for independent contractors*
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***Business Auto Liability:*** *The Contractor shall maintain a minimum amount of \$500,000 for each occurrence of bodily injury and property damage liability. This amount may be provided by a Combined Single Limit policy or a Split limit policy with at least \$500,000 per person, \$500,000 per accident and \$500,000 for property damage.*

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*This policy shall cover the following types of vehicles:*

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- *Vehicles owned by the Contractor or its employees*
  - *Vehicles rented or leased by the Contractor for the performance of the contract*
  - *Vehicles operated by the Contractor or its employees but not owned, rented, or leased by them*
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*Additionally, the Contractor shall obtain a Special endorsement to extend the coverage to any contractual liability arising from the contract.*

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*Before signing any contract or agreement, the contractor must provide certificates of insurance that meet the following criteria:*

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- *The City of Blountstown must be included as an additional insured on all coverages related to the contractor's work.*
  - *The City of Blountstown must receive written notice at least 30 days before any cancellation or change of any insurance policy.*
  - *The contractor is responsible for ensuring that all subcontractors comply with the same insurance requirements.*
  - *These are the minimum requirements that may be modified depending on the nature and risk of the work.*
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*If there are any exceptional circumstances, the City administrator or his designee has the authority to adjust these requirements.*

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## 6.1. Additional Insurance Required

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The following outlines additional insurance coverage requirements, along with their minimum limits, for the given project. This coverage is in addition to the standard requirement.

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### General Requirements:

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- Carrier rating shall be A.M. best rating of B++V or better.
  - Notice of Cancellation, Non-Renewal, or material change in coverage shall be provided to The City of Blountstown at least 30 days prior to action.
  - The City of Blountstown shall be named as additional insured on all policies except Workers' Compensation.
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## 6.2. Professional Liability

Professional Liability	\$1,000,000 Per Occurrence
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## 7. CERTIFICATIONS AND ASSURANCES

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### 1. Debarment and Suspension Certification

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### 2. Certification Regarding Lobbying

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### 3. Nondiscrimination and Equal Opportunity Assurance

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### 4. Conflict of Interest Form

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### 5. Public Entity Crimes

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Respondent confirms that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.

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### 6. Please provide proof of registration with State of Florida Division of Corporations.

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**7. Please provide copy of current insurance declaration page.**

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**8. Please confirm that you have read and understand the information contained herein.**

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## 8. Recommended Proposal Outline

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### 8.1. Table of Contents\*

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Clearly identify all sections referenced below.

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- Sections shall be separately titled for ease of reference.
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\*Response required

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### 8.2. General Information \*

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- Name, address, phone, fax, email, Federal ID#, and website (if applicable)
  - Date the firm was established under the name given.
  - Type of ownership or legal structure of the firm. (Corporation, joint venture, partnership)
  - Incorporation by the Secretary of State and current Florida Professional License.
  - Brief history of the firm.
  - Professional Services provided.
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\*Response required

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### 8.3. Approach and Understanding of the Project \*

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This should be a narrative description to show that the proposer understands all elements of the project.

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\*Response required

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### 8.4. Personnel \*

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Provide an organizational chart and resumes for all key personnel and their office addresses.

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- Give brief resume of personnel to be assigned to the project including, but not limited to the following information:
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i. Name and title

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ii. Job assignment for other projects

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iii. Percentage of time to be assigned full time to this project.

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iv. How many years with this firm

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v. How many years with other firms

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vi. Experience

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vii. Types of projects

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viii. Size of projects

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ix. What were the specific project involvements?

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x. Education

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xi. Active registration(s) and certification(s)

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xii. Other experience and qualifications that are relevant to this project.

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\*Response required

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8.5. List of consultants and or subcontractors, if any. \*

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- Name any consultants or subcontractors which are included as part of the proposed team. Describe the proposed role of any persons outside your firm and their related experience. List projects on which your firm has worked with the person/firm in the past.
  - Provide all required licenses and certificates.
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\*Response required

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#### 8.6. Project History \*

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Major consideration will be given to those firms with previous experience on similar projects. List projects which best illustrate the experience of your firm and current staff which is being assigned to this project. List no more than 5 projects, and no projects which were completed more than 10 years ago. Include:

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- Name and location of the project
  - The nature of the firm's responsibility on the project
  - Project owner's representative's name, address, and phone number
  - Date project was completed or is anticipated to be completed.
  - Size of project
  - Present status of this project
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\*Response required

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#### 8.7. Scheduling and Cost Control \*

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The firm's scheduling system and cost control system should be described. Describe the management tools and controls that will be put in place and used on a continual basis to ensure that production and schedule requirements are fulfilled.

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- Attach a sample schedule which best illustrates your overall scheduling capabilities.
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\*Response required

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#### 8.8. References \*

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Provide a list of five general references, previous clients, etc. with names, titles, phone numbers and e-mail addresses of contact people to serve as references.

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\*Response required

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## 8.9. Attachments

### **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 (31 U.S.C. 1352)**
- C. Nondiscrimination & Equal Opportunity Assurance (24 CFR Part 6 and 24 CFR Part 146)**
- D. Conflict of Interest**
- E. Public Entity Crimes**

#### **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. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. 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;
3. 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
4. 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.

#### **D. CONFLICT OF INTEREST**

The Contractor assures that it will comply fully with the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statutes. 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.

#### **E. PUBLIC ENTITY CRIMES**

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

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

\_\_\_\_\_  
Signature of Contractor's Authorized Representative

\_\_\_\_\_  
Name and Title of Contractor's Authorized Representative

\_\_\_\_\_  
Date

## Federal Contract Provisions

Performance under this Contract is subject to 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The Contractor will comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this agreement. These Federal Register notices include, but are not limited to, Federal Register Guidance Vol. 83, No. 28/Friday, February 9, 2018/Notices and Vol. 83, No. 157/Tuesday, August 14, 2018/Notices. The Contractor further agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Contract, including, but not limited to the following:

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- D. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The contractor will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. **Compliance with all Federal statutes relating to nondiscrimination** - These include but are not limited to:

- A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of sex.
- B. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps.
- C. The Americans with Disabilities Act of 1990 (42 USC 12101 et. seq.) prohibiting discrimination on the basis of disability under programs, activities and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation.
- D. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age.
- E. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to non-discrimination on the basis of drug abuse.
- F. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- G. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
- H. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing.

- I. EO 13166 (68 FR 14180) to Federal financial assistance recipients on the Title VI prohibition against national origin discrimination affecting Limited English Proficient (LEP) persons.
  - J. Title VII of the Civil Rights Act of 1964, 42 U.S.C. which prohibits discrimination on the basis of religion, a religious corporation, association, educational institution or society, any other nondiscrimination provisions in the specific statute(s) made.
  - K. Title IX of the Education Amendments of 1972 (20 USC 1681 et. seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities.
  - L. Compliance with Parts II and III of EO 11246 (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967) and 12086 (43 FR 46501, 1978), require Federally assisted construction contracts to include the nondiscrimination provisions of sections 202 and 203 of that EO and Department of Labor regulations implementing EO 11246 (41 CFR 60-1.4(b), 1991), and the requirements of any other nondiscrimination statute(s) that may apply.
3. **Davis-Bacon Act, as amended** - The Contractor shall comply with the with the Davis-Bacon Act (40 U.S.C. 3141-3148) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The hospital shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The Contractor will include a provision for compliance with the Davis-Bacon Act (**40 U.S.C. 3141-3144 and 3146-3148**) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction") for all construction contracts in excess on \$2,000.
  4. **Copeland "Anti-Kickback" Act** – The Contractor shall comply with the with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3). All contracts in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall 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 Sub-contractors 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 subcontractor shall 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 is otherwise entitled. The subcontractor shall report all suspected or reported violations to the Federal awarding agency.
  5. **Contract Work Hours and Safety Standards Act** - The Contractor will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor shall 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 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. 40 U.S.C. 37024 of the Act is applicable to construction work and provides that no laborer or mechanic shall 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.

The Contractor will include a provision for compliance with the Contract Work Hours and Safety Standards Act in every subcontract or purchase order in excess of \$100,000 that involve the employment of mechanics or laborers.

6. **Section 3 Clause (24 CFR Part 75)**

I. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban 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 are under 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 will post 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 provision of 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 those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to 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 this contract 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).

7. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 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.

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

9. **Debarment and Suspension** – A contract award must not be made to parties listed on the governmentwide exclusions in the System of Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Order 12549 and 12689.

The Contractor certifies that neither it, nor its subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or agency. The Contractor shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction as outlined in 2 CFR 200.213. These regulations restrict awards, subawards and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible to participate in Federal assistance programs and activities.

The requirements set forth in [24 CFR part 5](#) apply to this program.

10. **Procurement of recovered materials (2 CFR 200.323)** – The 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 by 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.

11. **Domestic Preference for Procurements (2 CFR 200.322)** – As appropriate and to the extent consistent with law, the Contractor 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.

12. **Drug Free Workplace** - The Contractor shall comply with the requirements in Subpart B of part 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707), which require that the Contractor take steps to provide a drug-free workplace.

13. **Hatch Act of 1939** - The Contractor shall compliance with the provisions of the Hatch Act of 1939, as amended (5 U.S.C. 1501 – 1508) that limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

14. **Criminal and Prohibited Activities** – Contractor must comply with the Program Fraud Civil Remedies Act (31 U.S.C., §§ 3801-3812), which provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the Federal government for money (including money representing grants, loans or other benefits).

15. **Clean Air Act and the Federal Water Pollution Control Act** - The Contractor will comply with the **Clean Air Act (42 U.S.C. 7401-7671 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387)**. Contracts and purchase orders of amounts in excess of \$150,000 shall contain a provision that require compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
16. **Lead-Based Paint** – The Contractor shall comply with the requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K and R of this title.
17. **American Made Equipment and Products** – The Contractor is hereby notified that they are encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this Contract.
18. **Environmental Planning and Historic Preservation (EHP) Conditions** – The work to be performed under this contract is subject to Environmental Planning and Historic Preservation (EHP) legal compliance requirements.
  - Any change to the approved scope of work will require re-evaluation for compliance with the National Environmental Policy Act (NEPA) and other Laws and Executive Orders.
  - This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize funding.
  - If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archaeological resources are discovered, will immediately cease construction in that area and notify the State and Federal Emergency Management Agency (FEMA).
  - National Historic Preservation Act (NHPA) Conditions:
    - If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The applicant will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The applicant's contractor will provide immediate notice of such discoveries to the applicant. The applicant shall contact the Florida Division of Historic Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities; all work shall stop immediately, and the proper authorities notified in accordance with Florida Statutes, Section 872.05.
    - Construction vehicles and equipment will be stored onsite during the project or at existing access points within the Applicant's right-of-way.
    - Any changes to the approved scope of work will require submission to, and evaluation and approval by, the State and FEMA, prior to initiation of any work, for compliance with Section 106.
    - In the event of inadvertent discoveries of human remains and related Native American Graves Protection and Repatriation Act (NAGPRA) items occur in areas of existing or prior development, work shall cease and the Seminole Nation of

Oklahoma, the Muscogee (Creek) Nation, and other appropriate agencies shall be notified immediately.

- Clean Water Act (CWA) Conditions:
  - Prior to construction, an appropriate Stormwater Pollution Prevention Plan (SWPPP), Erosion Control Plan, and National Pollution Discharge Elimination System (NPDES) permit must be obtained, and CLH must comply with all of the conditions prescribed by the permit.
  - If necessary, appropriate dewatering permits are required prior to dewatering activities and CLH must comply with all of the conditions prescribed by the permit.
- Coastal Zone Management Act (CZMA) Conditions: The subrecipient is responsible for obtaining any required FDEP ERP permits and waivers. Compliance with FDEP requirements constitutes compliance with Florida CZM.
- Solid Hazardous Materials and Solid Waste (SHM & SW) Conditions:
  - Handling, storage, and disposal of hazardous materials and waste during construction activities, including measures to prevent releases, must be conducted in accordance with applicable environmental compliance regulations.
  - All debris staging sites shall be authorized by FDEP. The subrecipient shall ensure that all debris is separated and disposed of at permitted facilities or at a disposal site or landfill authorized by FDEP. The subrecipient is responsible for ensuring contracted staging and disposal of debris also follows these guidelines.



## 2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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### 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 effected 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](#). The requirements set forth in [24 CFR part 5](#) apply to this program.

(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](#).