

City Of Apalachicola, Florida

REQUEST FOR PROPOSAL (RFP) for a Consulting Firm for Financial and Grant Administration for Hazard Mitigation Assistance Grants, Public Assistance and other State and Federal Grant Opportunities

The Apalachicola City Council is seeking a qualified Consultant Firm with extensive experience in Grant Administration with the Federal, State, Local and Non-Federal Grant Programs.

RFP Deadline: August 30, 2022, no later than 3:00 PM EST

LATE SUBMITALLS RECEIVED AFTER THE AFOREMENTIONED DEADLINE DATE, EITHER BY MAIL OR OTHERWISE, WILL NOT BE CONSIDERED AND RETURNED UNOPENED. THE TIME OF RECEIPT WILL BE DETERMINED BY THE TIME RECEIVED IN THE CLERKS OFFICE AT CITY HALL.

SUBMITTALS OFFERED ARE THE SOLE RESPONSIBILITY OF THE VENDOR FOR ASSURING THAT SUBMITTALS ARE RECEIVED IN THE CLERKS OFFICE BY THE DESIGNATED DATE AND TIME. NO FAXED, ELECTRONIC, OR ORAL SUBMITTALS WILL BE ACCEPTED.

To be considered, Firm must submit **one original and a electronic copy on a jump drive of the RFP in a sealed envelope or package, clearly marked with the Firm's name, address, and the words "GRANT ADMINISTRATION SERVICES" addressed to:**

City of Apalachicola City Hall
Attn: Bree Robinson
192 Coach Wagoner Blvd.
Apalachicola, FL 32320

Small business and minority businesses, women's business enterprises, and labor surplus area firms are encouraged to submit proposals and firms using such subcontractors are strongly encouraged to solicit such firms in the subcontracting process. Any Contracts/subcontracts issued under this procurement must comply with the necessary affirmative steps to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible, in accordance with 2 CFR § 200.321.

Note: The use of Contractor or Sub-Contractor, that has been declared debarred by the Office of Federal Contract Compliance Programs (OFCCP) is prohibited. A complete list of federally disbarred contractors can be found at www.sam.gov. It is the sole responsibility of the Consultant to ensure that any subcontractor(s) or sub-consultant(s) are in good standing with the OFCCP and not on the debarment list.

The following outlines the specifics for this RFP:

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SECTION 1 – INTRODUCTION

1.1 **Background:**

The Apalachicola City Council has been approved for and continues to apply for grants and assistance through various Non-Federal and Federal Programs through the Federal Emergency Management Agency, US Department of Housing and Urban Development, Federal Highway Administration, United States Department of Agriculture, and various other Federal Agencies, as well as State grants. The City Council is interested in procuring the services of a consultant to assist with the administration of such grants.

The procedures for selection of the consultant will be in accordance with ALL applicable procurement requirements set forth by the Federal Government, the State of Florida, and the procedures set forth in this statement of qualification request. All responses received will be evaluated in accordance with the selection criteria and corresponding point system, which is explained in Section 4 in this RFP.

Each submittal should include a scope of preliminary services expected to be performed by the consultant. It is the intent of this request to meet all requirements of the various federal agencies and any contract(s) resulting from this request will include all requirements and contract language required by the agencies involved, the Code of Federal Regulations, State of Florida, and Federal Emergency Management Agency (FEMA) requirements even if the specific language is not included in this request.

SECTION 2 – SCOPE OF WORK

2.1 Purpose:

The City of Apalachicola is soliciting submittals from qualified consultants (“the consultant”) with demonstrated expertise in financial and grant administration services should include but not limited to the following:

- Financial and Grant Administration for the Hazard Mitigation Assistance and the Public Assistance Disaster Recovery Programs
- Hazard Mitigation Grant Program (HMGP)
- Public Assistance (PA) Program
- Documentation and Reporting
- Other Federal and State Grant Programs

2.2 Scope of Work Summary:

The qualified consultant shall be responsible in assisting the City’s management with the following requirements:

Financial and Grant Administration

Comprehensive background required on the Hazard Mitigation Assistance (HMA) Programs - Hazard Mitigation Grant Program (HMGP), Pre-Disaster Mitigation (PDM), Flood Mitigation Assistance Program (FMA). The consultant shall have demonstrated expertise in the HMGP process from the initiation application phase, project eligibility through the close out reporting on the grant, and development and writing on the request for qualification and/or proposal services.

The consultant should have staff members and/or subcontractors with experience and qualification in grant writing and management, engineering design review, and Federal and State regulatory compliance. Specific knowledge should include acquisition and construction projects and flood mitigation efforts. The consultant will monitor the entire construction project, review design and engineering documents, consult with agencies to assure compliance with the federal programs as well as other applicable mitigation activities.

The consultant shall have experience in conducting federal and State of Florida agency consultations and demonstrated experience in the public facilitation and educating on the HMGP process. Skills and expertise in successful public outreach including facilitation and conducting public workshops for individual and group meeting with interested homeowner(s) and represent as the liaison with State and Federal officials.

In addition to the HMA Programs, the consultant will assist and facilitate local government staff with other Federal and Non-Federal grant programs. Expertise should also include researching new grant opportunities for the City.

Documentation and Reporting

The consultant is responsible for managing all supporting documentation for FEMA grant projects and completing the required documents to receive reimbursement. Responsibilities include, but not limited to, completing quarterly reports, documentation summaries, small project validation, hazard mitigation process requirements, conduct financial tracking of program funds, processing requests for reimbursements and final inspection, and tracking and compiling direct administration costs (DAC) for reimbursement.

Public Assistance

Experience is required in the FEMA PA program. The consultant should be very knowledgeable in the PA procedures and be able to manage the process on all project categories (A-G) and closeout packages. Project worksheets will need to be completed for current and/or future disasters.

2.3 Qualification:

The Consultant shall be a full-service consulting firm with a very high degree of professionalism and significant experience with the services outlined in the scope of work.

SECTION 3 – PROCUREMENT RULES AND INFORMATION

3.1 RFP Point of Contact:

The following person has been designated the Point of Contact for this RFP:

Bree Robinson
City of Apalachicola City Hall
192 Coach Wagoner Blvd.
Apalachicola, FL 32320
brobinson@cityofapalachicola.com

All questions regarding this Submittal should be directed in writing via email, to brobinson@cityofapalachicola.com. Questions shall be submitted no later than 12:00 noon EST on August 16, 2022. Any questions submitted after that date and time will not be answered. All questions will be reviewed and answered. If applicable, answers citing the question asked but not identifying the questioner will be distributed to all known prospective vendors.

Failure to submit requests in writing by the specified time shall not be grounds for a protest. Note: Written requirements in the Request or its amendments are binding, but any oral communications between you and use are not.

3.2 Submission of Proposals:

- A. Submittals should include a cover letter, a description of the consulting firm's capabilities and services, a discussion of the firm's expertise relative to the background and experience requirements contained herein, resumes of qualified professionals who will be responsible for completing assigned tasks, a list of pertinent references, and other information requested herein.
- B. All known sub-consultants should be identified in the proposal along with the sub-consultant qualifications. Any personnel identified in the proposal shall not be removed or changed without written consent from the City of Apalachicola, City Manager.
- C. Firms shall provide a detailed history of the Consultant's firm, qualifications and prior experience that relates to this project.
- D. Firms shall describe their approach to the needs specified in Section 5.
- E. Firms shall provide detailed biographical information on the individuals who will provide project services, including education, training, and experience.
- F. Firms shall submit the names, addresses and phone number of at least three (3) references for whom the Project Manager's Team has provided similar services.
- G. Include any other pertinent information that may be used by the City of Apalachicola to evaluate the Consultant's submittal.
- H. Firms must meet the minimum qualifications and requirements set forth in Section 2 of this request. A very low rating in any of the categories will be sufficient cause for the rejection of the submittal.
- I. Respondents will be evaluated based on written material submitted and according to the following factors.

3.3 RFP Opening:

Request for Proposal is due on August 30, 2022, at 3 PM EST. The name of all firms submitting their submittals shall be posted on the RFP package. A contract will be awarded at the September 6, 2022, council meeting.

3.4 Cost or Preparing Submittal:

City of Apalachicola is not liable for any costs incurred by a firm in responding to this RFP.

3.5 Disposals of RFP:

All RFP's become the property of City of Apalachicola and will be a matter of records.

3.6 Rejection of RFP:

City of Apalachicola reserves the right to accept or reject any all submittals as may be deemed necessary by the City to be in its best interest. The City further reserves the right to waive any and all informalities, and reserves the right to reject all nonconforming, unresponsive, unbalanced or conditional Submittals. City of Apalachicola reserves the right to reject the Submittal of any Firm if the City believes that it would not be in the best interest of the Project to make an award to that Firm because the Submittal is not responsive or responsible, or the Proposer is unqualified or if doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. City of Apalachicola also reserves the right to enter into contract negotiations with a qualified, responsible, and responsive Firm who submits the best ranked submittal. If the City and the best ranked Firm cannot negotiate a successful contract the City may terminate such negotiations and begin negotiations with the qualified, responsible, and responsive Proposer who submits the next best ranked submittal. No firm shall have any rights against the City arising from such negotiations.

3.7 Notices:

Any notices to be given under a contract shall be given by United States Mail, or email addressed to Bree Robinson, brobinson@cityofapalachicola.com.

3.8 Verbal Instructions:

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any city employee. Only those communications from firms, which are signed, and in writing will be recognized by City of Apalachicola as duly, authorized expressions on behalf of the firm.

3.9 Public Entity:

The firm must sign and complete a Public Entity Crime Sworn Statement as defined under Section 287.133(3) (a), F.S. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a submittal 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, or subcontractor, 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 36 months from the date of being placed on the convicted vendor list

3.10 Indemnity/ Hold Harmless Agreement:

The consultant agrees to protect, defend, indemnify, and hold harmless City of Apalachicola and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, cost, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting, the foregoing, any and all such claims, suits or other actions relating to personal injury, death, damage to property defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

3.11 Drug Free Workplace:

The firm must complete the City's Drug Free Workplace Certification form, attached and made part of the RFP. According to City of Apalachicola policy, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price, quality, and service, are received by the state or by an political subdivision for the procurement or commodities or contractual services, a proposal received from a business that certified that it as implement a drug-free work place program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free work place program.

3.12 Termination for Cause:

If through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, City of Apalachicola may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part of parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused by the City by reason of such default and termination. In the event of such

termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City of Apalachicola property and the Contractor shall be entitled to receive equitable, compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieve of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contactor can be determined.

3.13 Termination for Convenience:

City of Apalachicola reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor Thirty (30) days prior to the effect date of such cancellation.

3.14 Cancellation of Unappropriated Funds:

The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorizes by law.

3.15 Records/Audit:

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available during normal business hours, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.

3.16 Eligibility:

If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statues, prior to entering a contract with the City.

3.17 Assignment:

Contractor shall not transfer or assign the performance required by this RFP without the prior written consent of City of Apalachicola.

3.18 Litigation Venue:

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in City of Apalachicola, Florida.

SECTION 4 – EVALUATIONS

4.1 Evaluation Criteria and Selection Process

City of Apalachicola will review the qualifications and determine their recommendations. Firms submitting qualifications/proposal and sub-consultants of these firms are prohibited by law from and are directed not to contact staff regarding the qualifications/proposals.

Qualifications of the Firm: 25 points

The qualifications, experience and past performance of the respondent will be judged against the scope of services. The same criteria will be applied to proposed sub-contractors which the respondent intends to employ. This includes the ability of the firm to follow directions in submitting the response to this request.

Proposed Staff Qualifications and Experience: 20 points

The evaluation team will review the resumes of the respondent's proposed staff to determine the level and type of qualifications and experience as it relates to the scope of services. The same criteria will be applied to the personnel of proposed sub-contractors which the respondent intends to employ.

The information on staff qualifications should include education, training, technical and project experience, names and points of contact of prior employers and dates of employment, relevant and related experience, job descriptions on current and prior projects and any applicable certifications. Resumes should include a list of knowledge, skills and abilities of the individual which qualify that individual for the assigned position that individual will hold.

Project Approach: 20 points

Each proposal will be evaluated on the respondent's planned project approach as it pertains to the City. The respondent should submit a plan which will allow the evaluation team to determine how the respondent will best address the needs of the City. The plan should include how the respondent intends to meet the City's needs as outlined in section 5.4.

References: 15 points

List the names, addresses, and phone number of at least three (3) references for whom the Project Manager's Team or Sub-Contractor has provided similar services.

Price: 20 points

The cost of the proposal shall reflect an hourly rate for pre-disaster assistance and an hourly rate for all post-disaster. The proposed hourly rates are inclusive of all costs associated with assistance provided to the City.

City of Apalachicola will not pay the consultant for services unless a Task Order is issued to the consultant requiring assistance.

SECTION 5 – CONTRACT TERMS

5.1 Term of Contract:

Term of this Contract shall be for TWO (2) years beginning on the date of its complete execution with the option to renew for two (2) additional terms of one (1) year each at the sole discretion of the City, unless earlier terminated by City of Apalachicola.

5.2 Non-Exclusive Contract / Additional Services:

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time secure similar or identical Services at its sole option. The City may require additional items or services but not specifically listed in the contract. The Contractor agrees to provide such items or services, and provide the City prices on such additional items or services based upon a formula or method that is the same or similar to that used in establishing the prices of their proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services for other vendors, or to cancel the contract upon giving the contractor thirty (30) days written notice.

5.3 Contract Utilization:

The City of Apalachicola authorizes other agencies, municipalities, local governments, departments or organizations to utilize their procurement process, allowing third parties to make purchases from any agreement arising from this RFP using their own agreements and task authorizations with terms and conditions being the same as said contract.

5.4 Contract Provisions:

The Consultant should be able to meet all of the City's needs as identified in the scope of work and to include, but not limited to the following:

- Work with local government staff to prepare timely HMGP and all other grant applications.
- Manage the FEMA PA process.
- Complete all required documentation for all grants.
- Coordinate with the State, Federal and Non-Federal Agencies.
- Comply with all grant program mandates and documentation requirements.
- Make project eligibility determinations for federal grants.
- Review architectural and engineering plans, soil tests, foundation designs, construction details, elevations certificates and other specifications for elevation projects.

- Conduct pre-construction planning for compliance with building codes and coordinate with the planning department for any specialized design issues.
- Interview contractors and sub-contractors for qualifications, experience, references, insurance and financial stability.
- Develop construction packages for contractor bidding.
- Conduct contract closings between contractors and the City.
- Conduct financial tracking of program funds and homeowner payments.
- Inspect construction for compliance with program requirements and to approve milestone payment request from contractors.
- Conduct final inspections, make adjustments, (if required) and provide final elevation certificates to the City.
- Develop and submit quarterly progress reports to the City, State and Federal agencies.
- Provide in progress reviews as required to keep the City informed on project progress.
- Assist and facilitate local government staff with the HMGP, PA and other federal and non-federal grant programs.
- Serve as Project Manager for elevations, acquisitions, pilot reconstruction critical facility retrofitting, safe room and emergency shelter retrofitting or constructing, and drainage projects. Project management services cover all tasks from the application process through closeout of projects as required by grant guidelines.
- Develop and submit quarterly progress reports to the City, State and Federal, as required.
- Provide in progress reviews as required to keep the City informed on project progress.
- Provide consultation in the Public Assistance procedures and assist with project worksheets.
- Compliant with 2 CFR 200 which is located in Exhibit H of the RFP.
- All forms in Exhibit A – H will need to be completed for Federal Grant Programs.

Payments associated with this contract will be in accordance with Task Orders issued by the Purchaser. Task Orders will be in accordance with individual grants received by the Purchaser or in accordance with tasks desired by the Purchaser in support of the areas identified in the scope of work in this RFP. No payments are intended or implied outside of specifically negotiated Task Orders. This contract has an open-ended period of performance.

The consultant will be responsible to prepare and submit all necessary close-out paperwork to federal and state agencies as required, including all supporting documentation and to ensure that all billing to federal and state agencies is complete and accurate for the life of the projects (initiation stage to close-out). Payments will be based upon agreed task order amount or Direct Administrative Costs (DAC) associated with a grant unless pre-approved by the Director and the Consultant. Payments to the consultant for grant administration will be in direct relation to the grant.

Exhibit A - Information Sheet for Transactions and Conveyances Corporate Identification

The following information will be provided to City of Apalachicola for incorporation in legal documents. It is; therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state of federal government.

(Please Circle One)

Is this a Florida Corporation:

Yes or No

If not a Florida Corporation,

In what state was it created: _____

Name as spelled in that State: _____

What kind of corporation is it:

“For Profit” or “Not for Profit”

Is it in good standing:

Yes or No

Authorized to transact business

in Florida:

Yes or No

State of Florida Department of State Certificate of Authority Document No: _____

Does it use a registered fictitious name:

Yes or No

Name of Officers:

President: _____ Secretary: _____

Vice President: _____ Treasurer: _____

Director: _____ Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____ City, State, Zip: _____

Street Address: _____ City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

Federal Identification Number: _____

(For all instruments to be recorded, taxpayer's identification is needed)

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Consultant shall submit a copy of the resolution together with the executed contract to the Office of Purchasing).

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

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Exhibit B

CONTACT FOR CONTRACT ADMINISTRATION

Designate one person authorized to conduct contract administration.

NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____

FAX: _____

E-MAIL: _____

SIGNATURE: _____

Exhibit C

SWORN STATEMENT UNDER FLORIDA STATUTE SECTION 287.133 (3) (A) ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid, Proposal or Contract for _____.
2. This sworn statement is submitted by (entity), _____,
whose business address is, _____,
and (if applicable) Federal Employer Identification Number (FEIN) is _____ (if
the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement).
3. My name is _____ and my relationship to the entity
named above is _____ (title).
4. I understand that a "public entity crime" as defined in paragraph 287.133(1) (g) Florida Statute, 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 or contract for goods or services to be provided
to any public entity or any agency or public subdivision of any other state or of the United States and
involved antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material
misrepresentation.
5. I understand that "convicted" or "convicted" as defined in paragraph 287.133 (1) (b), Florida Statutes,
means a finding of guilt or a conviction of a public entity crime with or without an adjudication of
guilt, in any federal or state trial court of records 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 of shares constituting a controlling income
among persons when not for fair interest in another person, or a pooling of equipment or income
among persons when not for fair market value under a length agreement, shall be a prima facie
case that one person controls another person. A person who knowingly 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 provision of goods or services let by a public entity, or which

otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

- Neither the entity submitting this sworn statement, nor any officers, directors, executive, partners, shareholders, employees, member, or agents who are active in management of the entity, nor 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, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order)
- The person or 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 Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from 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)

I understand that the submission of this form to the contracting officer for the Public Entity identified in paragraph 4 above is for that Public Entity only, and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the Public Entity prior to entering a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two of any change in the information contained in this form.

Signature

Date

STATE OF FLORIDA
COUNTY OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this day of _____, 20____, and is personally known to me, or has provided _____ as identification.

Notary Public
My Commission expires: _____

Exhibit D

DRUG FREE WORKPLACE CERTIFICATION (This form must be completed and attached to proposal)

Preference shall be given to businesses with drug-free work place programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more bids which are equal with respect price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certified that it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tie responses will be followed in none of the tied providers has a drug-free work place program. In order to have a drug-free work place program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the work place specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a drug-free work place, available drug counseling, rehabilitation providing 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 of contractual services that are under bid a copy of the statement specified in paragraph #1.
4. In the statement specified in paragraph #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 pleas of guilty or no contest to, and violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free work place through implementation of this section.

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

Company Name

Authorized Signature

Federal I.D. Number or SSN

Printed Name

Exhibit E

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Contractor Covered Transactions

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

Contractor

By:

Signature

Name and Title

Street Address

City, State, Zip

Date

Exhibit F

Classification	Hourly Rate
Project Manager	\$
Assistant Project Manager	\$
Senior FEMA Specialist	\$
Grant Manager	\$
Senior Planner	\$
Planner	\$
Senior Inspector	\$
Inspector/Debris Monitor	\$
Senior Environmental Specialist	\$
Environmental Specialist	\$
Senior Engineer	\$
Mid-Level Engineer	\$
Engineer Intern	\$
Senior Architect	\$
Mid-Level Architect	\$
Entry Level Architect	\$
CADD Technician	\$
Construction Manager	\$
Construction Inspector	\$
Scheduler	\$
Cost Estimator	\$
Project Control Specialist	\$
Data Storage Website Manager	\$
GIS Specialist	\$
Financial Lead	\$
Financial Assistant	\$
Clerical/ Administrative Assistant	\$
Payroll Review Clerk	\$
Data Entry Clerk	\$
Other Positions- Please Specify	\$
	\$
	\$
	\$
	\$
	\$

Exhibit G

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000).

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Exhibit H

Throughout the performance of any work under this Agreement, CONTRACTOR (hereinafter "CONTRACTOR") agrees to abide by the following clauses and requirements:

1. **Equal Employment Opportunity.** During the performance of this Agreement, the CONTRACTOR agrees as follows:
 - a. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. 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, 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. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - c. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. 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.
 - e. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as 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.
 - g. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) 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 the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event that CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the CONTRACTOR may request the

United States to enter into such litigation to protect the interests of the United States.

2. Compliance with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. As required by Federal program legislation:

- a. CONTRACTOR agrees that it shall comply with the *Davis-Bacon Act (40 USC 3141-3144 and 3146-3148)* as supplemented by the Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
 - i. In accordance with the statute, CONTRACTOR is 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, CONTRACTOR shall pay wages not less than once a week. CONTRACTOR agrees that, for any Task Order to which this requirement applies, the Contract is conditioned upon CONTRACTOR's acceptance of the wage determination.
- b. CONTRACTOR agrees that it shall comply with the *Copeland "Anti-Kickback" Act (40 USC 3145)*, as supplemented by the 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") and are incorporated by reference into this Agreement.
 - i. Contractor. The CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.
 - ii. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a CONTRACTOR and subcontractor as provided in 29 C.F.R. § 5.12.

3. Compliance with the Contract Work Hours and Safety Standards Act.

- a. Overtime requirements. The CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require nor permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
 - c. Withholding for unpaid wages and liquidated damages. The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed
by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the *Contract Work Hours and Safety Standards Act*, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
 - d. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.
4. **Rights to Inventions Made Under a Contract or Agreement.** As required by Federal program legislation, CONTRACTOR agrees to comply with the requirements of 37 C.F.R. 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 FEMA.
5. **Clean Air Act and Federal Water Pollution Control Act.** As required by Federal program legislation: CONTRACTOR agrees to comply with the following federal requirements:
- a. Clean Air Act.
 - i. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. (2)
 - ii. The CONTRACTOR agrees to report each violation to the City and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - iii. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
 - b. Federal Water Pollution Control Act

- i. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- ii. The CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- iii. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

6. Suspension and Debarment.

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONTRACTOR is required, and will, verify that neither CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), nor its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The CONTRACTOR will comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
- c. CONTRACTOR's certification is a material representation of fact relied upon by the CITY. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State of Florida the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period this Agreement. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

7. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

- a. The CONTRACTOR certifies to the CITY that it has not and will not use 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. *The required Certification is provided as an addendum to this Agreement.*
- b. CONTRACTOR will also ensure that each tier of subcontractor(s) shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures will be forwarded from tier-to-tier up to the CITY.

8. Procurement of Recovered Materials. As required by federal program legislation, CONTRACTOR agrees to the following:

- a. In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. meeting contract performance requirements; or
 - iii. at a reasonable price.

- b. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
9. **DHS Seals, Logos, and Flags.** The CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
 10. **Compliance with Federal Law, Regulations, and Executive Orders.** The CONTRACTOR acknowledges that FEMA financial assistance will be used to fund the contract only. The CONTRACTOR will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
 11. **No Obligation by Federal Government.** "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.
 12. **Program Fraud and False or Fraudulent Statements or Related Acts.** The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR actions pertaining to this Agreement.