

CITY OF APALACHICOLA  
NOTICE OF REQUEST FOR PROPOSALS (RFP)

RFP NO.: 2020-10-04

COMMUNITY DEVELOPMENT BLOCK GRANT-DISASTER  
RECOVERY (CDBG-DR) AND ECONOMIC DEVELOPMENT  
GRANT WRITING, PROGRAM MANAGEMENT AND CONSULTING SERVICES

The City of Apalachicola, Florida (the "City") is seeking proposals from qualified firms to provide Community Development Block Grant Disaster Recovery ("CDBG-DR") and economic development consulting services and other grant writing, administration, and management consulting services following the effects of Hurricane Michael, as further described in the scope of services contained in the above-referenced RFP. The U.S. Department of Housing and Urban Development may make eligible CDBG-DR funds to the City of Apalachicola for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 et seq.) ("HUD Act").

The awarded firm or firms shall be responsible for the performance of all required contracted consulting services as well as any and all associated services as required by the City. All submitted Proposals shall be for principal firms and may include sub-contractors.

Please note Section 3 of the HUD Act of 1968 seeks to foster local economic development, neighborhood economic improvement, and individual self-sufficiency. Section 3 businesses under the HUD Act are encouraged to submit a proposal as any responsive, responsible respondent that qualifies as a Section 3 business concern will be given a preference during evaluation. A firm selected for this project will be responsible for ensuring compliance with all Section 3 requirements including, but not limited to, the hiring and contracting decisions made on the projects.

**RFP DEADLINE:** All Proposals must be submitted on or before October 28m 2020 no later than 4:00PM (Eastern), at the following address, at which time all such proposals shall be publicly opened and read aloud:

City of Apalachicola  
Attn: Travis Wade, City Manager  
192 Coach Wagoner Boulevard  
Apalachicola, Florida 32320

LATE PROPOSALS RECEIVED AFTER THE AFOREMENTIONED DEADLINE DATE WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED. THE TIME OF RECEIPT WILL BE DETERMINED BY THE TIME RECEIVED AT THE ABOVE ADDRESS. IT IS THE SOLE RESPONSIBILITY OF THE VENDOR FOR ASSURING THAT PROPOSALS ARE RECEIVED AT THE ABOVE-STATED ADDRESS BY THE DESIGNATED DATE AND TIME. NO FAXED, ELECTRONIC, OR ORAL PROPOSALS WILL BE ACCEPTED.

Proposal submissions must be submitted in a sealed envelope or package, clearly marked with the Proposer's name, address with the name of the proposer, and the RFP number and title "COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND ECONOMIC DEVELOPMENT CONSULTANT SERVICES" so as to identify the enclosed proposal. Each submittal shall include one (1) originals and five (5) copies of the proposal as well as one (1) copy in digital format placed on a flash drive or CD (i.e., in pdf format). Proposals received later than the date and time as specified will be rejected.

All interested firms must obtain the full Request for Proposals package, which contains additional information regarding this solicitation and instructions related to submitting a proposal, from [www.cityofapalachicola.com](http://www.cityofapalachicola.com).

The City reserves the right to waive minor irregularities, to reject any or all proposals received, and to otherwise make a decision with respect to this solicitation that is in the best interests of the City. The City Commission shall have the final decision-making authority concerning any final award and approval of any resulting contract. The City, at its option, may request that proposers make presentations and/or participate in question and answer sessions. The City may also request additional information from proposers that may be necessary to fully evaluate a proposal. If only one proposal is received, the City may negotiate in good faith with such proposer. The City does not discriminate on the basis of race, color, national origin, sex, religion, age, marital status and Disability / Handicap status in employment or provision of service.

All proposals that are timely received shall become the property of the City and any costs or expenses incurred in relation to preparation and submission of proposals shall be borne by the proposer. Such proposals and related information shall be subject to the applicable provisions of the Florida Public Records Act.

**ADA – Special Accommodations:** Any person requiring accommodations by the City due to a disability should call Travis Wade at 850-653-9319 at least five (5) days prior to any pre-response conference, response opening, or meeting. If you are hearing or speech impaired, please contact the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

CITY OF APALACHICOLA, FLORIDA

*/s/ Kevin Begos, Mayor*

*Attest:*

*/s/ Deborah Guillotte, Clerk*

*Ad Date:*

*Ad#:00044419327*

*Additional posting*

Apalachicola Times 10/15/20, 10/22/20

Tallahassee Democrat 10/16/20, 10/17/20, 10/18/20

**CITY OF APALACHICOLA, FLORIDA**  
**REQUEST FOR PROPOSALS (RFP)**

**COMMUNITY DEVELOPMENT BLOCK GRANT -DISASTER RECOVERY  
(CDBG-DR) AND ECONOMIC DEVELOPMENT GRANT WRITING PROGRAM  
MANAGEMENT AND CONSULTING SERVICES**

SPECIFICATION NUMBER: RFP 2020-10-04

PROPOSALS WILL BE RECEIVED UNTIL 10-28-2020 / 4:00PM Eastern

PROPOSALS SHALL BE DELIVERED TO:

City of Apalachicola  
Attn: Travis Wade, City Manager  
192 Coach Wagoner Boulevard (14th Street),  
Apalachicola, Florida 32320

Phone: 850-653-9319  
[www.cityofapalachicola.com](http://www.cityofapalachicola.com)

**COMMUNITY DEVELOPMENT BLOCK GRANT - DISASTER RECOVERY  
(CDBG-DR) AND ECONOMIC DEVELOPMENT GRANT WRITING PROGRAM  
MANAGEMENT AND CONSULTING SERVICES  
RFP 2020-10-04**

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## REQUEST FOR PROPOSAL PACKAGE CHECKLIST

Proposers should use this checklist to ensure the inclusion of all required documents and forms with their Proposal. Proposers may submit a copy of the completed checklist with their Proposal, although they are not required to do so.

TYPE	DOCUMENT NAME	CHECK BOX	CITY USE
<b>PROPOSAL TABBED SECTIONS</b>			
TAB 1	Cover Page		
TAB 2	Table of Contents		
TAB 3	Letter of Transmittal		
TAB 4	Background, Experience, and Qualifications of Proposer		
TAB 5	Approach to Project		
TAB 6	References		
TAB 7	Fee Schedule		
<b>REQUIRED FORMS</b>			
1.	Proposal Form		
2.	Sworn Statement Pursuant to Section 287.133, Fla. Stat., on Public Entity Crimes		
3.	Drug Free Work Place Certification		
4.	Conflict of Interest Disclosure Form		
5.	Affidavit of Solvency		
6.	Disclosure of Litigation		
7.	List of Proposed Subcontractors		
8.	Equal Opportunity Report Statement		
9.	Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion		
10.	Certification Regarding Lobbying		
11.	Certification of Non-segregated Facilities		
12.	No Contact Clause		
13.	Non-Collusion Certification		
14.	Indemnification and Hold Harmless		
15.	Federally Required Contract Clauses		
*	W-9 (*To be provided by Proposer)		

## **BACKGROUND AND SPECIAL TERMS AND CONDITIONS**

The City of Apalachicola, Florida, invites your company/firm to submit a sealed proposal to provide the services as described in this solicitation request.

The U.S. Department of Housing and Urban Development anticipates awarding Community Development Block Grant- Disaster Recovery (CDBG-DR) funds to affected Florida Panhandle counties affected by the damages of (10110/2018) Hurricane Michael. The Section 3 program of the Housing and Urban Development (HUD) Act of 1968 requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods.

The City of Apalachicola is soliciting Proposals from qualified firms to perform grant writing and consulting services in in compliance with and as supported by the U.S. Department of Housing and Urban Development (HUD) programs such as the Community Development Block Grant-DR. Section 3 of the HUD Act of 1968 helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. Section 3 businesses are encouraged to submit a proposal and any responsive, responsible respondent that qualifies as a Section 3 Business Concern will be given a preference during evaluation. A respondent selected for this Project will be responsible for ensuring compliance with all Section 3 requirements including, but not limited to, the hiring and contracting decisions made on the Project. A firm seeking to qualify for a section 3 contracting preference shall certify or submit evidence, if requested, that the firm is a section 3 business concern as defined in 24 CFR §135.5, and shall further submit evidence, if requested, sufficient to demonstrate to the satisfaction of the City that the firm is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract.

If the selected firm is not a Section 3 firm, the selected firm shall make good faith efforts to utilize Section 3 sub-contractors. Good faith efforts include, but are not limited to, outreach to resident organizations, outreach to local community development and employment agencies, and reaching out to Section 3 businesses. A current list of Section 3 business enterprises in the closest metropolitan area available: can be found at: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/SearchBusiness>

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The City reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive Proposers(s).

### **SPECIAL CONDITIONS:**

1. The selection of a consultant will not guarantee any minimum amount of services under the contract.
2. Where applicable, the City of Apalachicola reserves the right to perform various project tasks.

3. The City of Apalachicola reserves the right to reject any or all proposals; to negotiate any elements of a proposal; to conduct interviews at its sole discretion; and to solicit and/or select consultants outside of the scope of this RFP. The City may award one contract or multiple on-demand contracts in an effort to obtain the best match and availability of the consultant(s) for actual disasters that occur.
4. The City of Apalachicola assumes no responsibility or liability for costs incurred by respondents to this request, including any requests for additional information, interviews or negotiations.
5. All applicable State of Florida and Federal rules and regulations must be adhered to by the consultant.

All Proposers shall submit an **Original, so identified, and five (5) duplicate copies as well as one copy in digital format placed on a flash drive or CD (i.e., in pdf format)** of their proposal by **October 28, 2020 4:00pm (Eastern)** at the following address:

City of Apalachicola  
Attn: Travis Wade, City Manager  
192 Coach Wagoner Boulevard (14th Street),  
Apalachicola, Florida 32320



## **INSTRUCTIONS TO PROPOSERS**

- 1) Thoroughly read and review all documents contained in this RFP.
- 2) Vendors are responsible for submitting their proposals to the exact location indicated on the Notice of Request for Proposal (“Notice”) prior to the time indicated in such Notice. **No proposals will be accepted after the designated time indicated in the Notice.**
- 3) Vendors are responsible for reporting, in writing, any errors found in the RFP specifications to the City Manager, 192 Coach Wagoner Boulevard (14th Street), Apalachicola, Florida 32320 or email the City Manager, Travis Wade at [twade@cityofapalachicola.com](mailto:twade@cityofapalachicola.com).
- 4) **Except as provided in this section, respondents are prohibited from contacting or lobbying the City, City Commissioners, City Staff, 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 directed in writing, by US mail or email to:

Travis Wade, City Manager  
192 Coach Wagoner Boulevard (14th Street)  
Apalachicola, Florida 32320  
[twade@cityofapalachicola.com](mailto:twade@cityofapalachicola.com)

All questions or inquiries must be received no later than October 21, 2020 10:00am (Eastern). Any addenda or other modification to this RFP will be issued by the City in writing at least three (3) days prior to the due date for proposals and shall be posted on the City of Apalachicola Website.

Such written addenda or modification shall be part of the proposal documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their proposal. No respondent may rely upon any verbal modification or interpretation.

- 5) Vendors shall indicate on the outside of their sealed proposal the following information:
  1. Title of RFP and RFP Number
  2. Date and Time of Proposal due date
  3. Company Name
- 6) The forms necessary to be submitted with your proposal are listed in the Request for Proposal Package Checklist above.

Failure to submit any of the above data may result in the rejection of the proposal. Furthermore, the City of Apalachicola reserves the right to request any additional information deemed necessary for the proper evaluation of this proposal.

- 7) Failure to comply with the above may result in the rejection of the proposal as being unresponsive.



8) It is not necessary to return the RFP packet with the proposal. It should be retained by the vendor their records.



## **PART I SUMMARY**

### **1-1 GENERAL SUMMARY**

This Request for Proposals (RFP) is for:

#### **COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR) AND ECONOMIC DEVELOPMENT CONSULTANT**

The City of Apalachicola was directly impacted by Hurricane Michael. The City is in the process of planning and executing a comprehensive recovery program for current and future incidents. To that end, the City of Apalachicola is seeking a professional consultant(s) or consulting firm(s) to provide expertise to augment our capabilities to receive the maximum recovery funding from the Federal Emergency Management Agency ("FEMA") and State of Florida and Community Development Block Grants and Economic Development opportunities. The ideal Consultant(s) shall possess demonstrated experience in programmatic disaster recovery and must have intimate knowledge and expertise in the operations of the CDBG Public Assistance Programs. It is expected this Request for Proposal may result in on-demand contracts to meet the need for timely CDBG applications and specific services.

The City reserves the right to reject any and all proposals, and to waive any informality in the Request for Proposal process. All proposals submitted will be required to comply with all applicable local, state, and federal regulations, codes, and laws. Also, all proposals submitted will be required to comply with all applicable equal employment opportunity laws and regulations.

The City hereby notifies all that it will take affirmative action to insure that disadvantaged and women business enterprises will be afforded full opportunity to participate in any contract which may result from this request for proposals and will not be discriminated against on the grounds of race, color, national origin, sex, religion, age or physical handicap in consideration of contract award.

The City hereby notifies the proposer and the proposer hereby accepts the specific direction and guidance that it shall without deviation comply with all local, state and federal directives, orders, and laws as applicable to the RFP and subsequent contracts including but not limited to:

- Equal Employment Opportunity (EEO), in compliance with Executive Order 11246, as to applicable to this proposal and possible contract
- Minority Business Enterprise (MBE), as applicable to this contract
- Occupational Safety and Health Act (OSHA), applicable to this contract

### **1-2 ISSUING OFFICER**

The project Director shall be Travis Wade, City Manager or his designee. The contracting agency shall be the City of Apalachicola, 192 Coach Wagoner Blvd. (14th St.), Apalachicola, Florida 32320.

### **1-3 COSTS**

All costs incurred in the preparation and submission of a proposal shall be borne by the firm submitting the proposal and shall be included in the formal contract.

**1-4 ADDENDA**

Any addenda or other modification to this RFP will be issued by the City three (3) days prior to the due date for proposals and shall be posted on the City of Apalachicola Website.

Such written addenda or modification shall be part of the RFP and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their proposal. No respondent may rely upon any verbal modification or interpretation concerning any aspect of this RFP.

**1-5 SCHEDULE**

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

- A. Public Notice date of proposal.....October 15, 2020
- B. Questions from proposers due.....October 20, 2020 10:00am (Eastern)
- C. PROPOSALS DUE..... October 28, 2020 4:00pm (Eastern)
- D. Review of proposals..... October 29, 2020
- E. Oral Interview (if desired by City)..... October 30, 2020
- F. Consideration of proposals by City Commission and issuance of Award (if desired by City) .....November 3, 2020 3:00pm (Eastern)

**1-6 PROPOSAL CONTENT AND SIGNATURE**

All proposers shall submit an original, so identified, and five (5) duplicate copies of the proposal as well as one copy in digital format placed on a flash drive or CD (i.e., in pdf format). The proposal consists of all documents described in the Request for Proposal Package Checklist, including Tabbed Sections 1-7, and all required forms including a completed W-9 form and Certificate of Insurance. Proposers shall submit all such required documents in a sealed opaque package with the proposal number, firm name, as well as the time and date for opening prominently marked on the outside of the proposal. All copies shall be signed by a company official with the power to bind the company in its proposal and shall be completely responsive to the RFP for consideration.

**1-7 RECOMMENDED PROPOSAL PREPARATION GUIDELINES**

All shall provide a straight forward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks and the proposed approach rationale. All proposals shall be bound with all pages 8.5" x 11" format.

**1-8 PRIME CONTRACT RESPONSIBILITIES**

The selected proposer shall be required to assume responsibility for all services offered in their proposal. The selected proposer(s) shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

**1-9 DISCLOSURE**

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

**1-10 REVISIONS TO SCHEDULE**

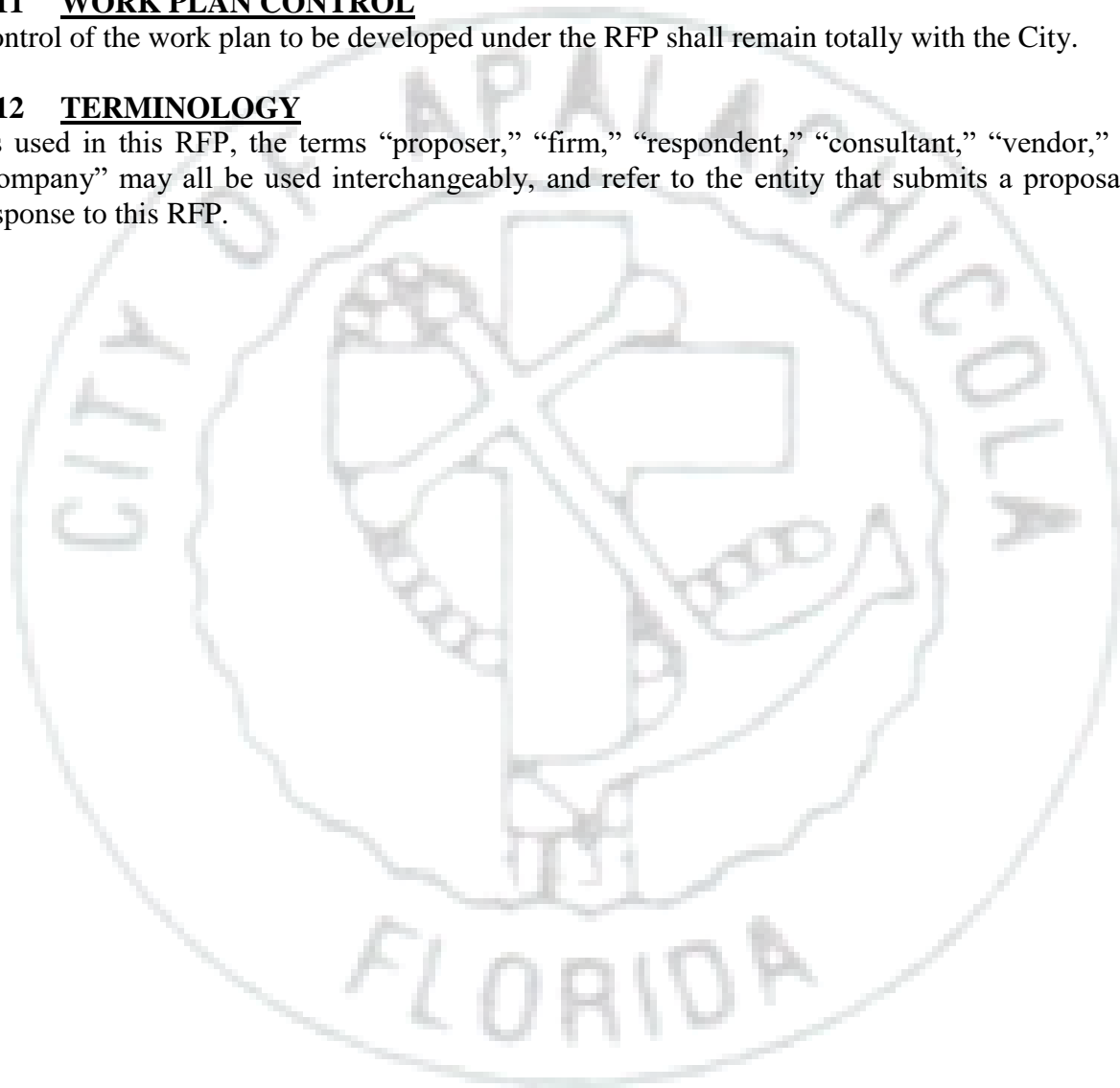
The City reserves the right in its sole discretion to delay scheduled due dates or revise the schedule provided in this RFP in its sole discretion. Any such revisions shall be announced via an addenda.

**1-11 WORK PLAN CONTROL**

Control of the work plan to be developed under the RFP shall remain totally with the City.

**1-12 TERMINOLOGY**

As used in this RFP, the terms “proposer,” “firm,” “respondent,” “consultant,” “vendor,” and “company” may all be used interchangeably, and refer to the entity that submits a proposal in response to this RFP.



## PART II SCOPE OF WORK

### 2-1 SCOPE OF WORK

The City of Apalachicola is requesting proposals from qualified firms to provide the following services for grant funded projects for FY 2019, 2020 and 2021 Community Development Block Grant (CDBG) and Economic Development (ED) Grant Writing and Grants Administration including grant and/or contract management and administration. Related services may be included in the contract(s) for services on an ongoing basis to be covered by other grant, loan, or traditional funding sources at the sole discretion of the City. Such sources of funding may include, but are not limited to, DRI, FEMA, FDEM, USDOC, K/DREF Grant, Economic Development Administration Grants, USDA Rural Development Grants and Low-Interest Loans, Department of Environmental Protection Grants and Low- Interest Loans, Governor's Office of Tourism, Trade and Economic Development, Water Management District Coop funding, special appropriations and other applicable grant and low-interest loan funds through the Federal, State, or other public sources. The City anticipates applying for one or more grants including multiple CDBG categories. It is anticipated that the successful proposer shall be paid a percentage of the grant amount as a fee for services, which fee shall in all respects be in accordance with applicable provisions of 2 CFR 200 and program specific regulations governing limitations on administrative costs. **If no grants are awarded to the City, no fee will be paid to the proposer.**

1. Grant writing services shall include, but are not limited to, reviewing the existing project information, background data and other information available to develop a complete application for the City's CDBG funding; providing recommendations on content and approach in the application; advising the City on the mixing and leveraging of funds (if any); identifying any needs for application enhancement or backup documentation; writing the complete CDBG application for City comment and use in requesting CDBG funds; providing technical assistance to City staff in follow up to the application submittal to address any City questions.

2. Grant/loan program management services shall include, but not be limited to: conducting environmental review(s), coordinating with funding agencies, developing and administering agency contract(s), requesting, tracking and managing program funds in compliance with program guidelines, developing required public record systems, Davis-Bacon record-keeping requirements, Uniform Relocation Act compliance, advising and managing any required technical services or criteria, developing appropriate agency reports, schedules and certifications, coordinating and conducting any required public input, providing reports and technical assistance, and developing any annual and closeout agency submissions. Disaster project activities are expected to include housing rehabilitation and flood mitigation.

3. Represent the City of Apalachicola in meetings with state and federal officials and or other agencies as may be necessary on behalf of the City.

4. Continued interaction and communication with the City of Apalachicola's Administration and specific departments.

5. Provide assistance and oversight to the City to facilitate and ensure appropriate progress and grant funding.

6. Provide the City with grant close-out services to ensure funding is retained.



**PART III INFORMATION TO BE SUBMITTED BY THE PROPOSER AND  
EVALUATION CRITERIA**

**3-1 Contents of Proposal.** In order to simplify the review process and to obtain the maximum degree of comparability, interested firms are required to follow the proposal format provided below. Failure to submit all information as requested and in the order requested may result in a lowered evaluation score of the Response. Submittals shall be comprehensive yet brief. Emphasis should be placed on completeness and clarity. The Responses must include detailed information from Tab 1 through Tab 7 in its entirety.

**TAB 1: Title Page**

Show the RFP subject, the name of the proposer's firm, local address, telephone number, email address, name of the contact person, and the date.

**TAB 2: Table of Contents**

Proposer shall provide a table of contents, which corresponds to the response format outlined.

**TAB 3: Letter of Transmittal**

The Letter of transmittal is normally one or two pages and is usually tailored to fit individual preferences. It is summary or introductory in nature, but the City requests it provide, at a minimum, the following information:

- a. A brief understanding of the services to be performed.
- b. A positive commitment to perform the service within the time period specified.
- c. The names of persons authorized to represent the proposer, their title, address, email address, and telephone number.

**TAB 4: Background, Experience and Qualifications of the Proposer**

This Tab should include:

- a. The organization and size of the proposer, whether it is local, regional, national or international in operations.
- b. The location of the office from which the work is to be done and the number of professional staff by staff level employed at that office.
- c. A description of the range of activities performed by the office.
- d. An organizational chart showing the proposed project team, including biographies and/or resume and a description of the type of services or activities each project team member would perform if the proposer is awarded the contract. Identify the individual with final decision making responsibility related to the engagement.
- e. A statement on the project team's current workload and capability to perform the scope of services described in this RFP.
- f. Describe the consultant's CDBG Consultant experience and experience with other grant writing, management, and consultant work.



- g. If other sub-contractors are to participate in the consulting services, those subcontractors shall be required to provide all of the information described in this Tab 4.
- h. If the Proposer seeks to qualify for a Section 3 contracting preference, please include in this section a certification and supporting documentation establishing that the Proposer qualifies as a section 3 business concern as defined in 24 CFR §135.5.

**TAB 5: Approach to Project**

Describe the proposer’s general approach to the services requested pursuant to this RFP. Include information indicating that the proposer has an understanding of the nature of the services requested and is prepared to perform.

Please also describe how the proposer, if selected, intends to satisfy the HUD Act of 1968 Section 3 requirement that employment, training, and contracting opportunities generated by certain HUD funding shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly recipients of federal housing assistance, and to businesses that substantially employ those persons.

**TAB 6: References**

Provide a list of references of at least three (3) clients for whom the proposer has performed similar work. Include the names, telephone numbers, and email addresses of contacts for each such reference provided.

**TAB 7: Fee Schedule**

Submit a fee schedule showing the proposed percentage of grant award amounts that would be paid to Consultant for services provided. The proposed percentage should represent the entire amount of the fee to be paid to Consultant for the services rendered pursuant to a particular grant, inclusive of all labor, materials, overhead, etc.

Additionally, please also provide an hourly rate schedule broken down by position for consultant services and an itemized list of all direct and indirect costs associated with the performance of this contract.

**3-2 Criteria for Evaluation of Proposals:**

The responses to the RFP will be reviewed by the City, and it is anticipated that the most qualified firm will be selected based on evaluation of the following criteria:

- Background, Experience, and Qualifications (50 points)
- Approach to Project (30 points)
- Fee Schedule (20 points)
- Section 3 Business Preference (5 points)

## **PART IV GENERAL INFORMATION**

### **1. AWARD OF CONTRACT**

It is anticipated that the award, if any, will be made within thirty (30) calendar days of the opening date. The contract shall be awarded to the responsible and responsive proposer whose proposal is determined to be the most advantageous to the City, taking into consideration the price and other criteria set forth in the request for proposals. The City reserves the right to reject any and all proposals or to waive any irregularity or technicality in proposals received. The City shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

### **2. CONTRACT**

If an award is made under this RFP, the successful proposer shall, within thirty (30) days of the date of award, enter into a consulting services agreement with the City, the substantial form of which is attached hereto as Attachment A. The duration of the Contract will be for a period for (1) one-year term, with up to four (4), one-year (1) additional terms that when totaled together equal five (5) years, provided that the funding is available for this contract.

### **3. JUDGMENTS/LEGAL FINDINGS**

By submitting this proposal for consideration, the vendor affirms that they currently have no judgments or other legal findings nor have any pending judgments or other legal findings against the company or any of its executives, with any federal, state or local governmental entities that in any way could impact or have the potential to impact their ability to complete any contract awarded them as a result of this bid. Failure to disclose any such judgments and/or findings will result in the termination of any contracts and other penalties as deemed legal and appropriate by the City.

### **4. IRAN DIVESTMENT ACT**

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the "Scrutinized Companies with Activities in Sudan" or "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector" lists ("Scrutinized Companies List") posted on the SBA website at: [https://www.sbafla.com/fsb/Portals/FSB/Content/GlobalGovernanceMandates/QuarterlyReports/2017/2017\\_03\\_14\\_%20Israel%20scrutinized%20companies%20list%20for%20web.pdf?ver=2017-03-14-154755-140](https://www.sbafla.com/fsb/Portals/FSB/Content/GlobalGovernanceMandates/QuarterlyReports/2017/2017_03_14_%20Israel%20scrutinized%20companies%20list%20for%20web.pdf?ver=2017-03-14-154755-140) and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Scrutinized Companies List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should the City of Apalachicola receive information that a person is in violation of the above referenced certifications, the City will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the City shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

The City reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Scrutinized Companies List prior to the award, assignment, renewal or

extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Scrutinized Companies list after contract award.

#### 5. COMPLIANCE WITH DAVIS-BACON ACT

Consultant shall comply with 40 U.S.C. § 3141-3144 and 3146-3148, as supplemented by the Department of Labor regulations 29 C.F.R. pt. 5 as may be applicable, which are incorporated by reference into this proposal and any proposed contract.

The Consultant or subconsultant shall insert in any subcontracts the clause above and such other clauses as FEMA, HUD, or such other Federal granting agency may by appropriate instructions require.

Breach of the contract clauses above may be grounds for termination of the contract, and for the debarment as a Consultant and subconsultant as provided in 29 C.F.R. § 5.12.

#### 6. EMPLOYEE VERIFICATION REQUIREMENTS

All vendors providing services and/or products to the City of Apalachicola under any contract resulting from an award of the attached bid are required to comply with all current State, Federal and local laws, rules and regulations as they pertain to the verification of the ability of each employee to legally work in this state and country. This includes all employees, subcontractors and their employees engaged in work covered by said contract.

All vendors shall, upon request, supply the City with certified copies of Federal form I-9 for all employees, subcontractors and their employees. These forms should be on file at the vendor's home or office and are available online at <http://www.uscis.gov/files/form/i-9.pdf>. By submitting a bid for consideration by the City, the vendors acknowledge that they have complied with and will continue to comply with all regulations and statutes concerning the verification of employee status.

#### 7. NON-APPROPRIATIONS CLAUSE

In accordance with Florida law, the City will not be liable for any purchases or contracts for goods or services for which funding is not available. As a result, the vendor agrees to hold the City harmless for any contracts let for which funding either does not currently exist or for which funding has been removed prior to the issuance of a purchase order by the City. Issuance of a purchase order by the City indicates that the City currently has and has set aside adequate funds to procure the goods and services indicated in the purchase order or contract. Should it become necessary for the City to cancel a project or purchase after an order to proceed or purchase order has been issued, the City will only be liable for and the vendor agrees to only assess those financial damages that it can prove to have incurred as a result of the cancellation.

#### 8. NON-ASSIGNMENT

At no time during the duration of any contract resulting from this RFP, shall the successful vendor be allowed to assign any portion of this contract to a third party without express written approval by the City Commission.

#### 9. FUEL SURCHARGES

The City will not pay any type of fuel surcharge on any item or contract unless specifically indicated as such by the City in the solicitation or contract. Any fuel charges added and not authorized by the City will be deleted from any payments made to the vendor.

#### 10. INSURANCE REQUIREMENTS:

Consultant shall provide, pay for, and maintain, with companies satisfactory to the City, the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida. Prior to execution of the Consultant Services Agreement, the insurance coverages and limits required must be evidenced by properly executed Certificates of Insurance on forms which are acceptable to the City. The Certificates must be personally, manually signed by the Authorized Representatives of the insurance company/companies shown on the Certificates with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to the City, on a timely basis, if required by the City. These Certificates and policies shall contain provisions that thirty (30) days' written notice by registered or certified mail shall be given the City of any cancellation, intent not to renew, or reduction in the policies' coverages, except in the application of the Aggregate Limits Provisions. In the event of a reduction in the Aggregate Limit of any policy, the Consultant shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. All insurance coverages of the Consultant shall be primary to any insurance or self-insurance program carried by the City applicable to this Project.

The acceptance by the City of any Certificate of Insurance evidencing the insurance coverages and limits required in this Contract does not constitute approval or agreement by the City that the insurance requirements have been met or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of this Contract.

Before starting and until acceptance of the work by the City, Consultant shall maintain insurance of the types and to the limits specified below. Consultant shall require each of its subcontractors to procure and maintain, until the completion of that subcontractor's or subcontractor's work, insurance of the types and to the limits specified below, unless such insurance requirement for the subcontractor or subcontractor is expressly waived in writing by the City. Said waiver shall not be unreasonably withheld upon Consultant representing in writing to the City that Consultant's existing coverage includes and covers the subcontractors and subcontractors for which a waiver is sought, and that such coverage is in conformance with the types and limits of insurance specified below.

All liability insurance policies, other than the Professional Liability, Worker's, Compensation and Employers' Liability policies, obtained by Consultant to meet the requirements of this Contract shall name the City as an additional insured as to the operations of the Consultant under this Contract and the Contract Documents and shall contain severability of interests provisions.

If any insurance provided pursuant to this Contract expires prior to the completion of the work, renewal Certificates of Insurance and, if requested by the City, certified, true copies of the renewal policies shall be furnished by Consultant thirty (30) days prior to the date of expiration. Should at any time the Consultant not maintain the insurance coverages required in this Contract, the City may cancel this Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Consultant for such coverages purchased. The City shall be under no obligation to

purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Contract.

Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the City's Representative prior to the commencement of the work. The Consultant shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the City's Representative, nor shall the Consultant allow any subcontractor to commence work on its sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

Policies shall be issued by companies authorized to do business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A.M. Best rating of A- or better.

### **Required Insurance**

1. Workers' Compensation insurance as required by the State of Florida.
2. Employers Liability Insurance with limits of: \$1,000,000 per Accident, \$1,000,000.00 Occupational Disease for each employee.
3. Comprehensive business automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, hired or non-owned vehicles, with minimum limits of \$1,000,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be \$500,000 per person, \$500,000 per occurrence, \$25,000 property damage.
4. Commercial general liability covering claims for injuries to members of the public or damage to property of others arising out of any covered act or omission of Consultant or any of its employees, agents or subcontractors or sub consultants, including Premises and/or Operations, Independent Contractors; Broad Form Property Damage and a Contractual Liability Endorsement with \$300,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be \$100,000 per person, \$300,000 per occurrence, \$50,000 property damage.
5. The City shall be named as an additional insured with respect to Consultant's liabilities hereunder in insurance coverages identified for comprehensive business automobile and vehicle liability insurance and commercial general liability. The City and its officials, employees, agents, and volunteers are to be covered as an additional insured with an Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage in respects to liability arising out of activities performed by or on behalf of the Consultant. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, agents, and volunteers.

The City reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.



The Consultant, and its insurance carrier, waives all subrogation rights against the City and its officials, employees, agents, and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. The City requires all policies to be endorsed with a Waiver of our Right to Recover from others or equivalent.

## 12. INDEMNIFICATION

Contractor agrees to save harmless, indemnify, and defend City and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of City. City and Contractor agree the first \$100.00 of the Contract Amount paid by City to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of the City by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of the City of Apalachicola, as well as provide a legal defense for the City, both of which will be done only if and when requested by the City, for all claims made. Such payment on the behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

## 13. AFFIRMATIVE ACTION

The City supports diversity in its procurement program and requires that all subcontracting opportunities afforded by this Agreement embrace and encourage diversity. The City's award of contracts should reflect the diversity of the citizens of the State of Florida. In accordance with 2 C.F.R. § 200.321, the City, the successful proposer, and its subcontractors must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The City shall use affirmative steps, and to require its subcontractors to utilize affirmative steps, to ensure that minority businesses and women's business enterprises are used when possible. Such affirmative steps shall at a minimum 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, or women's business enterprises;
5. Utilizing services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of the Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above in subparagraphs (1) through (5).
7. As used herein, the term "minority and women business enterprise" means a business at least fifty one (51) percent owned and controlled by minority group members or women.
8. The requirement outlined in subparagraphs (1) through (5) above does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.
9. The requirements described in subparagraphs (1) through (5) above outlines the affirmative steps that the Subrecipient must take; the requirements do not preclude the City from undertaking additional steps to involve small and minority businesses and women's business enterprises.
10. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the City to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

## **GENERAL CONDITIONS OF PROPOSAL**

### **A. Contractor's Relationship to the City**

#### **1. Contractor as Independent Contractor**

It is expressly agreed and understood that the Contractor is in all respects an Independent Contractor as to the work, and that the Contractor is in no respect an agent, servant or employee of the City. This Contract specifies the work to be done by the Contractor, but the method utilized to accomplish the work shall be the responsibility of the Contractor.

#### **2. Subcontracting**

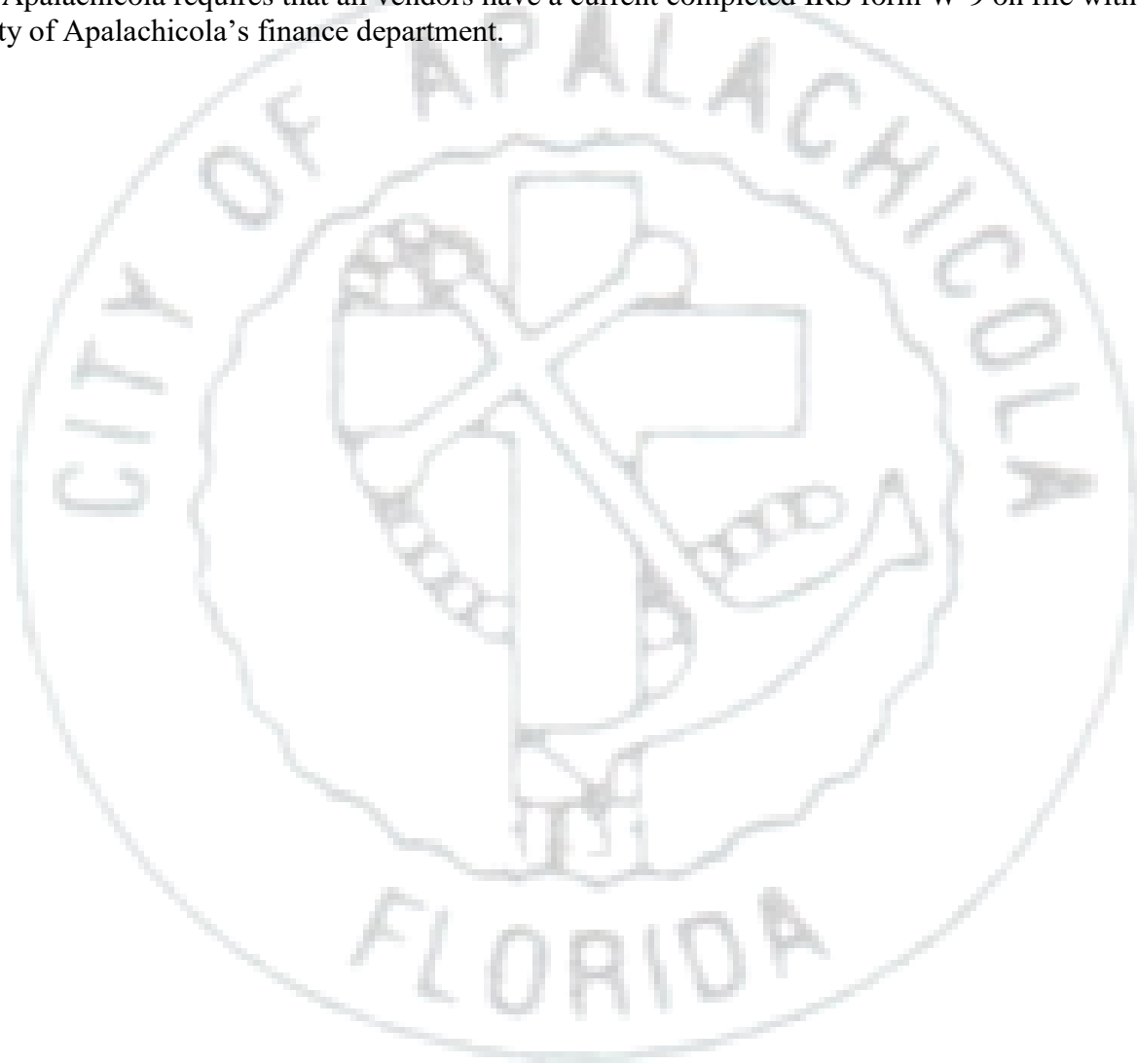
Any subcontractor must be approved by the City. Contractor may subcontract certain specialty services; however, the services to be performed under the contract must primarily be performed by the chosen Contractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under this Contract; and despite such subcontracting the City shall deal through the Contractor, and Subcontractors will be dealt with as workmen and representatives



of the Contractor. It is the Contractor's responsibility to ensure that approved Subcontractors have achieved the same liability coverage as the Contractor.

**B. Billing Procedures**

Monthly invoices shall be paid completely by the City within forty-five (45) working days of receipt of an approved invoice. Each invoice will be accompanied by all necessary backup materials to substantiate the charges. The City is a tax exempt entity. Any invoicing issues will be addressed prior to payment of the full invoice. The City reserves the right to pay partial invoices if it so chooses. Prior to any vendor receiving payment for goods and/or services rendered, the City of Apalachicola requires that all vendors have a current completed IRS form W-9 on file with the City of Apalachicola's finance department.



**PART V REQUIRED FORMS TO BE EXECUTED AND SUBMITTED WITH ALL PROPOSALS**

The Proposer shall complete and execute all of the below-listed forms, which must be included with the Proposer's proposal package. Failure to submit any of the required forms may result in the Proposal being considered nonresponsive.



**1 - PROPOSAL FORM**

City of Apalachicola  
192 Coach Wagoner Blvd. (14th St.)  
Apalachicola, Florida 32320

Date:

Commissioners:

The undersigned Company, which herein may be referred to as "Proposer" "Consultant" or "Firm," having reviewed the scope of services requested and familiarized himself with the local conditions, nature of the work, and having carefully developed an acceptable method of providing services as described herein, and having carefully examined the form of agreement and contract documents shall furnish all materials, labor, services and any other items for the proper execution of contract number RFP \_\_\_\_\_ at the proposed price stated within this proposal.

(TO BE COMPLETED BY PROPOSER)

**ADDENDA**

Acknowledgment is hereby made of receipt of the following addenda issued during the proposal period:

Addendum No. _____	Date _____	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____

**SEAL IF PROPOSAL IS BY CORPORATION**

State of Florida (or other State) Department of State Certificate

Proposer: \_\_\_\_\_

Document Number \_\_\_\_\_

By: \_\_\_\_\_

Occupational License No. \_\_\_\_\_

Signature: \_\_\_\_\_

**NOTE: By signing and submitting this Proposal for consideration by the City Commissioners of the City of Apalachicola, the vendor acknowledges that they have read, understand and agree to all aspects of the specifications as presented without reservation, exception or alteration.**

Florida DBPR Contractor's License (or other state's Contractor's or professional licensure), Certification and/or Title: \_\_\_\_\_

Registration No. \_\_\_\_\_ Address: \_\_\_\_\_

Type of Licensure, Certification and/or Registration \_\_\_\_\_

Expiration Date: \_\_\_\_\_

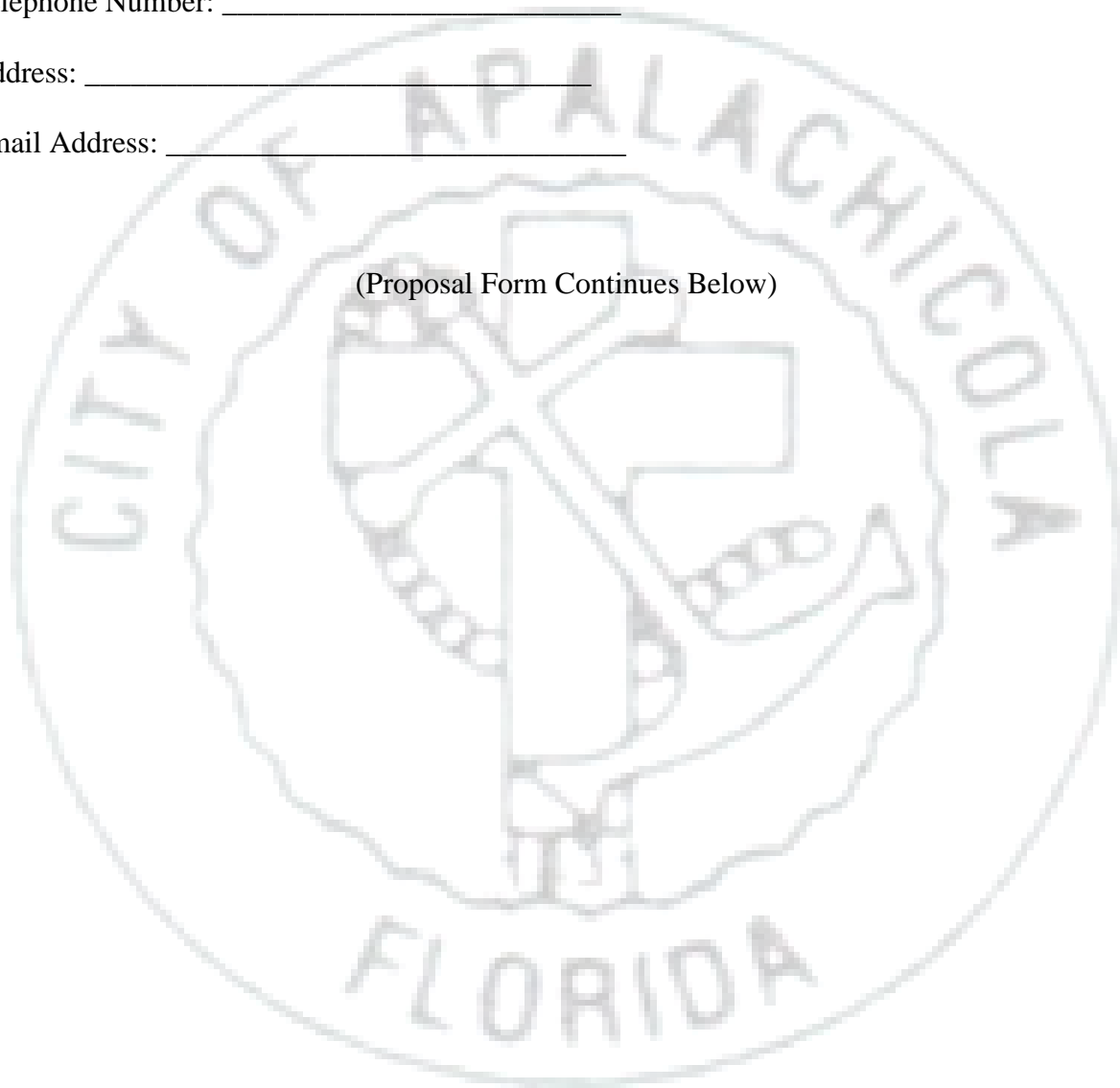
Person to contact concerning this Proposal:

Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_



(Proposal Form Continues Below)

**Information Sheet  
for Transactions and Conveyances  
of Corporation Identification**

The following information will be provided to the City Attorney 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 or federal government.

(Please Circle One)

**Is this a Florida Corporation:  
If not a Florida Corporation,**

**Yes** or **No**

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 or other State Certificate of City  
Document No.: \_\_\_\_\_

**Does it use a registered fictitious name:** Yes or No

Names of Officers:

President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Vice President: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Director: \_\_\_\_\_

Director: \_\_\_\_\_

Other: \_\_\_\_\_

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: \_\_\_\_\_

**Corporate Identification**

**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:**

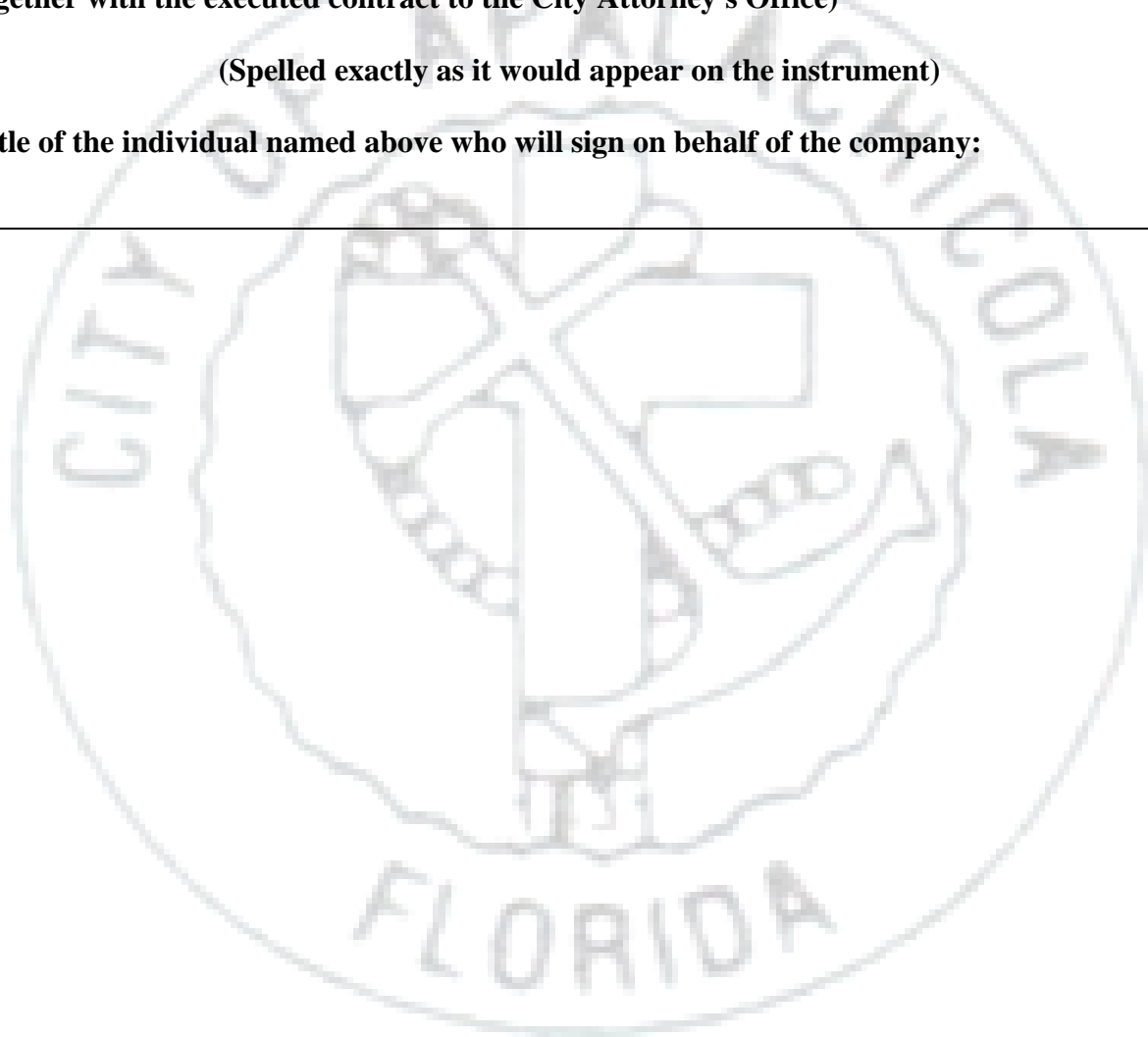
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**(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit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

**(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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**2 - SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

1. This sworn statement is submitted to the City of Apalachicola

by \_\_\_\_\_  
(print individual's name and title)

for \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is \_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: \_\_\_\_\_

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

3. I understand that "convicted" or "conviction" 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 record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, non-jury trial or entry of a plea of guilty or nolo contendere.

4. 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 any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who



knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. 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 any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has 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 its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT IDS FORM IS VALID THOROUGH 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 INTO 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)

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
\_\_\_\_\_ who personally appeared before me at the  
time of notarization, and who is personally known to me or who has produced \_\_\_\_\_  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My commission expires:



### **3 - DRUG-FREE WORKPLACE CERTIFICATION**

The below signed company certifies that, in accordance with Florida Statute 287.087, it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in the City's Request for Proposal 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 contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

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

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Signature

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Date

**4 - CONFLICT OF INTEREST DISCLOSURE FORM**

Project (RFP) Number/Description: 2020-10-04 - COMMUNITY DEVELOPMENT  
BLOCK GRANT-DISASTERRECOVERY (CDBG-DR) AND ECONOMIC  
DEVELOPMENT GRANT WRITING, PROGRAM MANAGEMENT AND  
CONSULTING SERVICES

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of the City of Apalachicola (the "City"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the City.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the City. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultants/contractors professional judgement when completing work for the benefit of the City. Additionally, all respondents, must disclose if any City of Apalachicola, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the City.

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Please check the appropriate statement:

I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interest for completing work on the above referenced project.

Legal Name of Respondent: \_\_\_\_\_

Authorized Representative(s) \_\_\_\_\_

Signature

Print Name/Title

Signature

Print Name/Title



**5 - AFFIDAVIT OF SOLVENCY**

PERTAINING TO THE SOLVENCY OF \_\_\_\_\_, being of  
(Respondent Name)  
lawful age and being duly sworn I, \_\_\_\_\_, as \_\_\_\_\_  
(Name of Representative) (Title of Rep.)  
hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, un-matured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Affiant

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My commission expires:

**6 - DISCLOSURE OF LITIGATION**

1. Within the past 7 years, has your organization filed suit or a formal claim against an owner or entity, or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a contract dispute? Yes \_\_\_\_\_ No \_\_\_ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: \_\_\_\_\_ Name (s) of the attorneys representing all parties:

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Amount actually recovered, if any: \_\_\_\_\_

Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.

3. List and explain all litigation and arbitration within the past seven (7) years- pending, resolved, dismissed, etc.

4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

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5. Have you ever abandoned a contract, been terminated for cause? Yes \_\_\_\_\_ No \_\_\_\_\_ if yes, please explain in detail:

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6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes \_\_\_\_\_ No \_\_\_ if no, please explain why \_\_\_\_\_

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7. List the status of all pending claims currently filed against your company:

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### Financial Consequences

1. Has an owner or entity ever withheld payment, assessed fees or penalties, or made a claim against any Performance and Payment Bonds? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain in detail: \_\_\_\_\_

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(Use additional or supplemental pages as needed)

Handwritten Signature of Authorized Principal(s):

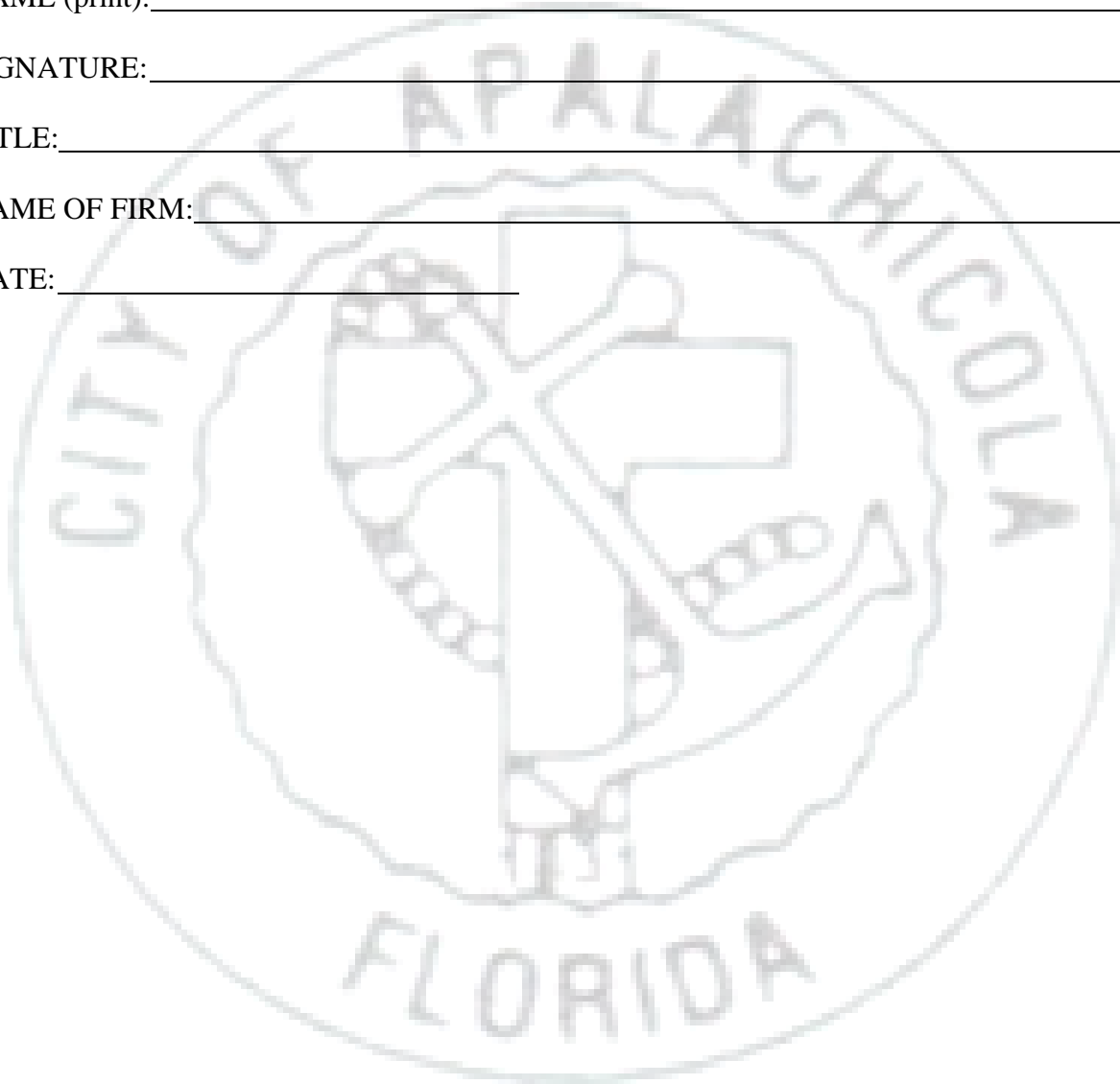
NAME (print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_





**7 - LIST OF PROPOSED SUB-CONTRACTORS (if applicable)**

· Any and all sub-contractors are subject to approval by the City. Each Respondent shall submit any sub-contractors proposed to perform any portion of the required services as provided herein. Each Respondent shall submit any proposed sub-contractors qualifications, licensing, and certifications.

Company Name	Division/Discipline	Primary Contact Name	Contact Number and Email Address

## **8 - EQUAL OPPORTUNITY REPORT STATEMENT**

The Respondent (Proposer) complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of bid:

The awarded Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

During the performance of this contract, the awarded Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, 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 setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) 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.
- (5) The 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.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said 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 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.

- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Contractor 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 a Contractor becomes involved in, or is threatened with, litigation with a sub-Contractor 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.

Handwritten Signature of Authorized Principal(s):

NAME (print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

**9 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,  
AND VOLUNTARY EXCLUSION**

The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
2. have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; 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 for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
4. have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Respondent certifies that it shall perform a debarment verification on any subcontractor, sub-consultant, material supplier or vendor, that it proposes to contract with to perform any work under this RFP, and shall not enter into any transaction with any sub-Contractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the City of Apalachicola.

Handwritten Signature of Authorized Principal(s):

NAME (print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

**10 - BYRD ANTI-LOBBYING COMPLIANCE AND  
CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000). The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 9-26-16 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

Handwritten Signature of Authorized Principal(s):

NAME (print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_



**11 - CERTIFICATION OF NON-SEGREGATED FACILITIES**

The Contractor certifies that he does not maintain or provide for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted construction Contractor certifies that he will not maintain or provide for his employees segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction Contractor agrees that (except where he has obtained identical certifications from proposed sub-Contractors for specific time periods) he will obtain identical certifications from proposed sub-Contractors prior to the award of subcontracts exceeding ten thousand (\$10,000.00) dollars US which are not exempt from the provisions of the equal opportunity clause and that he will retain such certifications in his files.

Handwritten Signature of Authorized Principal(s):

NAME (print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_



**12 - NO CONTACT CLAUSE**

The City prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the City Commission.

The period commences when the procurement document is received by the City and terminates when the City Commission approves an award.

**Except as provided in the RFP, respondents are prohibited from contacting or lobbying the City, City Commissioners, City Staff, or any other person authorized on behalf of the City related or involved with the solicitation.** All inquiries with respect to the RFP may only be submitted to the designated individual described in the RFP.

**Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.**

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I \_\_\_\_\_ representing \_\_\_\_\_  
Signature Company Name

On this \_\_\_\_\_ day of \_\_\_\_\_ 2020 hereby agree to abide by the City’s “No Contact Clause” and understand violation of this policy shall result in disqualification of my proposal/submittal.

**13 - NON-COLLUSION CERTIFICATION**

The City of Apalachicola requires, as matter of policy, that any Firm receiving a contract or award resulting from the Request for Proposal issued by the City of Apalachicola shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of the City of Apalachicola nor any professional management, administrative official or employee of the City, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Proposals submitted in response to the Request for Proposal or in return for execution of a contract for performance or provision of services for which Proposal are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME (print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

**14 - INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent permitted by law, Respondent shall indemnify and hold harmless the City, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

Handwritten Signature of Authorized Principal(s):

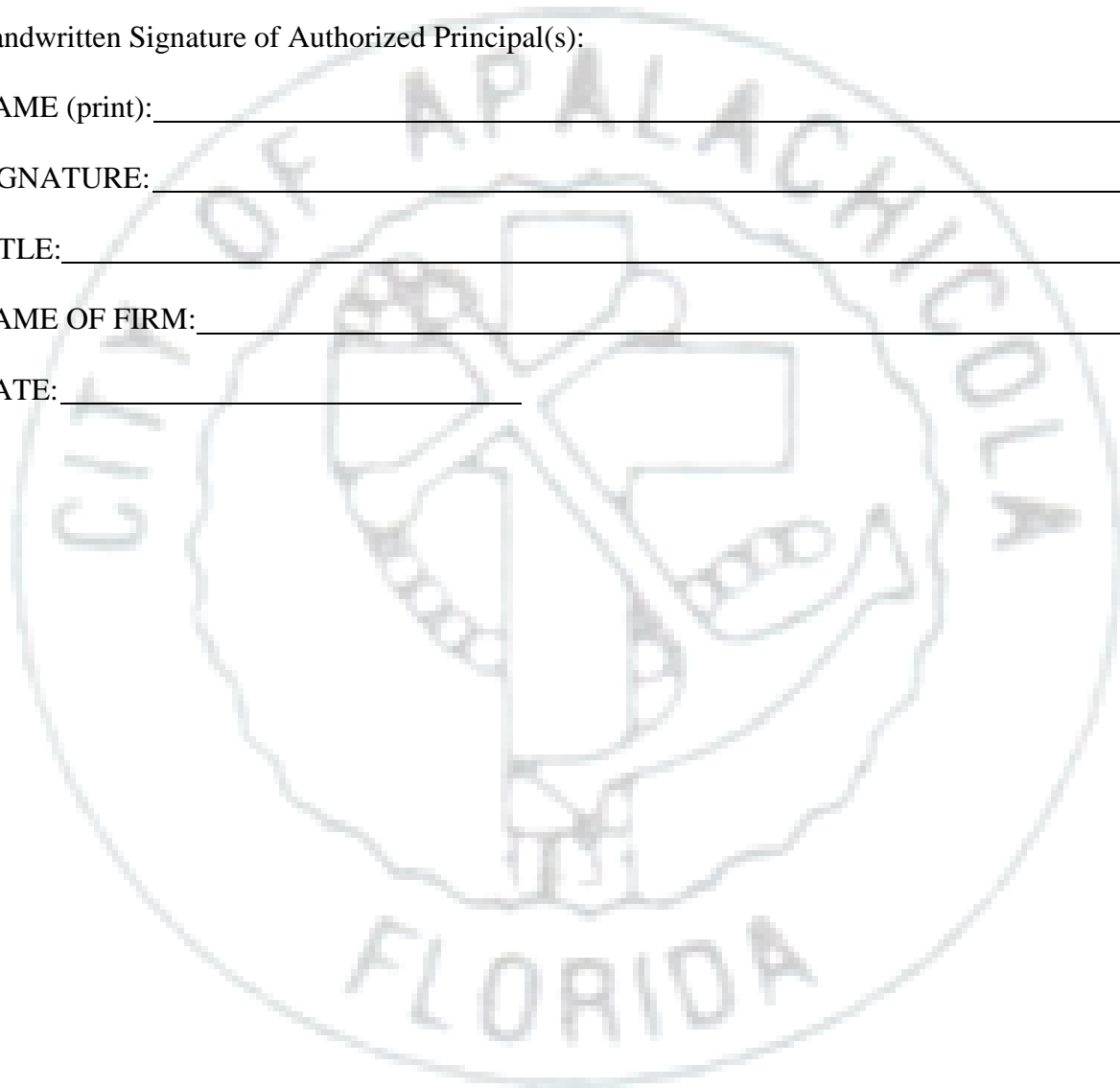
NAME (print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

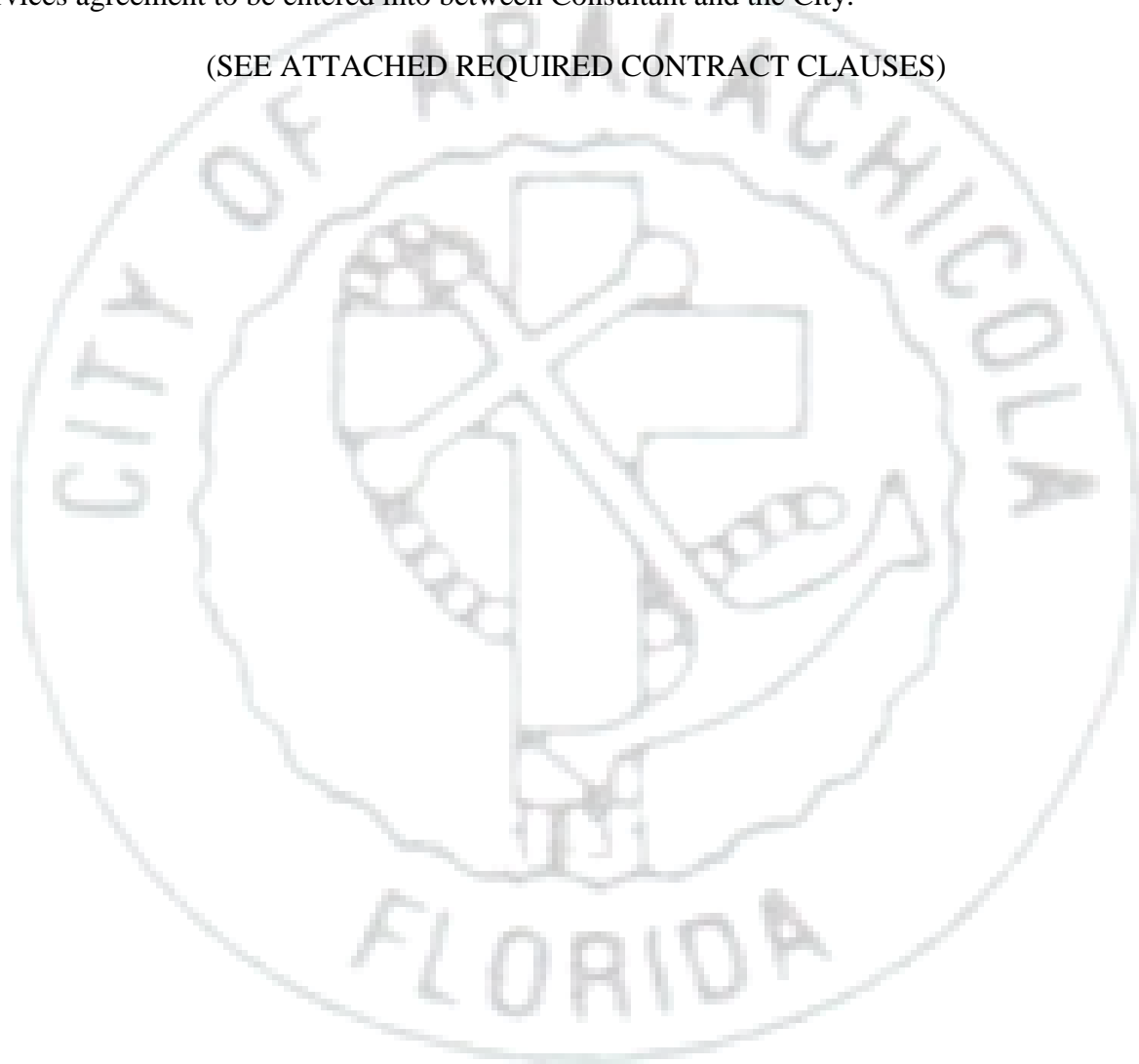


**15 - FEDERALLY REQUIRED CONTRACT CLAUSES:**

Execute the acknowledgement set forth below representing you have reviewed the attached mandatory contract clauses that shall be required for proper submittal of all proposals and included language in all agreements:

I, \_\_\_\_\_, as authorized representative on behalf, \_\_\_\_\_ (Consultant) submitting this proposal in response to the City of Apalachicola's RFP \_\_\_\_\_, herein acknowledge, consent to and accept the following mandatory contract clauses in any consulting services agreement to be entered into between Consultant and the City.

(SEE ATTACHED REQUIRED CONTRACT CLAUSES)



## FEDERALLY REQUIRED CONTRACT CLAUSES

### 1. Equal Employment Opportunity.

a. The contractor agrees to comply with the requirements of Chapter 760, Florida Statutes, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended.

b. If this contract is in excess of \$10,000 and meets the definition of a "federally assisted construction contract" as provided in 41 C.F.R. § 60-1.3, the following shall apply to the contractor's performance under this contract:

- i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, 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 setting forth the provisions of this nondiscrimination clause.
- ii. 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 considerations for employment without regard to race, color, religion, sex, or national origin.
- iii. 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 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.
- iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of

the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- v. 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.
- vi. The 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.
- vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said 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 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.
- viii. The contractor will include the portion of the sentence immediately preceding paragraph (a) and 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 the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a 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.

For the purposes of this section, "federally assisted construction contract" means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

For the purposes of this section, "construction work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also

includes the supervision, inspection, and other onsite functions incidental to the actual construction.

## **2. Davis Bacon Act.**

a. This section applies to all construction contracts in excess of \$2,000.

b. In accordance with the requirements of the Davis Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction), the contractor shall 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, the contractor shall pay wages not less than once a week.

c. Award of this contract to the contractor is conditioned upon the contractor's acceptance of the current prevailing wage determination issued by the Department of Labor as provided in the solicitation for this contract.

## **3. Copeland Anti-Kickback Act.**

a. This section applies to all contracts and subcontracts in excess of \$2,000 for construction or repair.

b. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract. Specifically, the contractor is 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.

c. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above 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.

d. 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.

## **4. Contract Work Hours and Safety Standards Act.**

a. This section applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.

b. As provided in 40 U.S.C. § 3702, and as supplemented by Department of Labor regulations (29 C.F.R. Part 5), the contractor shall 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.



c. The requirements of 40 U.S.C. § 3704, as supplemented by 29 C.F.R. Part 5, shall apply 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.

d. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

e. In the event of any violation of the clause set forth in paragraph (d) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (d) 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 (d) of this section.

f. 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 (e) of this section.

g. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (c) through (f) of this section and also 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 (c) through (f) of this section.

## **5. Compliance with Clean Air Act.**

a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. 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.

c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided through Community Development Block Grant Disaster Recovery funds.

## **6. Compliance with Federal Water Pollution Control Act.**

a. 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.

b. 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.

c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided through Community Development Block Grant Disaster Recovery funds.

## **7. Debarment and Suspension.**

a. This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The contractor must comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This 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. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, in addition to remedies available to the state of Florida and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **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.

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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all 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

## **9. Procurement of Recovered Materials.**

a. In the performance of this contract, the contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery Act. The contractor shall make maximum use of products containing recovered materials that are EPA designated items, as set forth in 40 C.F.R. Part 247, Subpart B, 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. The requirements of this section apply to the purchase or acquisition of any procurement item where the purchase price of the item exceeds \$10,000 or where the quantity of such item or of any functionally equivalent item purchased or acquired in the course of the previous fiscal year is \$10,000 or more.

## **10. Section 3 Clause.**

a. The work to be performed under this agreement is a project assisted under a program providing direct federal financial assistance from the U.S. Department of Housing and Urban Development (HUD) and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities to low- and very low-income persons residing in the metropolitan area in which the project is located.

b. The parties to this agreement agree to comply with the requirements of 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this agreement, the parties certify that they are under no impediment what would prevent them from complying with these requirements.

c. 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 advertising the contractor's commitments under this Section 3 clause. The contractor shall post copies of this notice in conspicuous places at the worksite 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 the minimum number and job titles subject to hire, the availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each position, and the anticipated date the work shall begin.

d. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with the regulations set forth in 24 C.F.R. Part 135 and agrees to take appropriate action, as provided in the applicable provision of the subcontract, or in this Section 3 clause, upon

finding that the subcontractor is in violation of the regulations set forth in 24 C.F.R. Part 135. The contractor shall 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 C.F.R. Part 135.

e. 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 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 135.

f. Noncompliance with the regulations set forth in 24 C.F.R. part 135 may result in sanctions, termination of this agreement for default, and debarment or suspension from future HUD-assisted contracts.

g. With respect to work performed in connection with Section 3-covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this agreement. Section 7(6) 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 agreement 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).

## **11. Compliance with Federal Law, Regulations, and Executive Orders.**

This is an acknowledgement that this contract is funded entirely or in part by Community Development Block Grant Disaster Recovery funds. The contractor will comply will all applicable federal law, regulations, executive orders, and Department of Housing and Urban Development policies, procedures, and directives, including, but not limited to:

- a. The Housing and Community Development Act of 1974, as amended;
- b. Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155), as amended;
- c. Section 18 of the Small Business Act (14A U.S.C. § 647), as amended;
- d. 44 C.F.R. § 206.191 (Duplication of Benefit), as amended;
- e. Federal Register, Vol. 76, No. 221, November 16,2011 (76 FR 71060): Clarification of Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees;
- f. Public Law 114-223: Continuing Appropriations Act, 2017;



- g. Public Law 114-254: Further Continuing and Security Assistance Appropriations Act, 2017;
- h. HUD Federal Register Notice published at 81 FR 83254 dated November 21, 2016;
- i. HUD Federal Register Notice published at 82 FR 5591 dated January 18, 2017; and
- j. HUD Federal Register Notice published at 82 FR 36812 dated August 7, 2017.

**12. 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.

**13. Fraud and False or Fraudulent or Related Acts.**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**14. Utilization of Minority and Women Firms (M/WBE).**

The contractor must take all 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. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Prior to contract award, the contractor shall document efforts (see Attachment B) to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

**Florida Department of Management Services (Office of Supplier Diversity)  
Florida Department of Transportation  
Minority Business Development Center in most large cities and  
Local Government M/DBE programs in many large counties and cities**

ATTACHMENT A

CONSULTANT SERVICES AGREEMENT

CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF  
APALACHICOLA, FLORIDA

AND

CONTRACT ID

(Federal Funding)

**THIS CONSULTANT SERVICES AGREEMENT** (hereinafter referred to as the “Agreement”) is made this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Apalachicola, a political subdivision of the state of Florida, (hereinafter referred to as the “City”), with a mailing address of 192 Coach Wagoner Boulevard, Apalachicola, Florida 32320, and \_\_\_\_\_, a \_\_\_\_\_ authorized to do business in the State of Florida (hereinafter referred to as “Contractor”) whose Federal I.D. # is \_\_\_\_\_.

**RECITALS**

**WHEREAS**, the City is in need of a contractor to provide \_\_\_\_\_ (“Services”); and

**WHEREAS**, pursuant to the City of Apalachicola Purchasing Manual, the City issued an \_\_\_\_\_ to competitively procure the Services and received responses to perform these Services. A copy of the procurement and Contractor’s responsive to the procurement is included as Attachment “A”; and

**WHEREAS**, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

**WHEREAS**, the City wishes to enter into this Agreement with Contractor to provide the Services to the City for an amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), as further detailed below.

**NOW THEREFORE**, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

**1. Recitals and Attachments.** The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

- Attachment “A” – RFP\_\_\_ and Contractor’s Response;
- Attachment “B” – Insurance Requirements;
- Attachment “C” – Title VI list of pertinent nondiscrimination acts and authorities;
- Attachment “D” – Scrutinized Companies Certification;
- Attachment “E” – Special Conditions – Additional Federal Requirements;

Attachment "F" – Grant or Agreement \_\_\_\_\_ (if applicable);

**2. Services.** Contractor agrees to perform the following services,

\_\_\_\_\_.

The Services to be provided are further detailed in the Contractor's proposal attached as Attachment "A" and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the City. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the City's needs and pursuant to the terms of this Agreement and shall report to the City accordingly. Contractor agrees to immediately inform the City via telephone and in writing of any problems that could cause damage to the City. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

**3. Term and Renewal.** The term of this Agreement shall begin \_\_\_\_\_, and shall continue for a period of \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_ from the date of full execution of this Agreement, subject to the City's ability to terminate in accordance with Section 7 of this Agreement. The terms of Section 23 entitled "Indemnification and Waiver of Liability" shall survive termination of this Agreement.

This agreement may be renewed upon mutual written agreement of the parties for a period of up to \_\_\_\_\_, \_\_\_\_\_ renewals.

**4. Compensation.** The Contractor agrees to provide the Services to the City, including materials and labor, in a total amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

a. Contractor shall submit an invoice to the City upon \_\_\_\_\_. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the City with any additional documentation requested to process the invoices.

b. Disbursement. Check one:

There are no reimbursable expenses associated with this Agreement.

The following are reimbursable expenses associated with this Agreement:





- c. **Payment Schedule.** Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating City Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the City after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.
- d. **Availability of Funds.** The City's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the City Commission.

Contractor shall make no other charges to the City for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the City. If the City disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the City's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

**5. Ownership of Documents and Equipment.** All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the City only. Any other use by Contractor or other parties shall be approved in writing by the City. If requested, Contractor shall deliver the documents to the City within fifteen (15) calendar days.

**6. Insurance.** Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the City and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

**7. Termination and Remedies for Breach.**

- a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the City shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the City shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor \_\_\_\_ (\_\_\_\_) days to cure such default. If the default remains uncured after \_\_\_\_ (\_\_\_\_) days the City may terminate this Agreement, and the City shall receive a refund from the Contractor in an amount equal to the actual cost of

a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, City shall pay for services rendered as of the date of termination.

- i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the City and the City shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
  - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the City for damages sustained by it by virtue of a breach of the Agreement by Contractor and the City may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.
- b. Termination for Convenience of City. The City may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Paragraph a(i) and a(ii) above shall be applicable hereunder.
  - c. Termination for Insolvency. The City also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
  - d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

**8. Governing Law, Venue and Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Franklin County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the City to file a lawsuit to enforce any term or provision under this Agreement, then the City shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28, Florida Statutes.

**9. Public Records.** Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the City to perform the service.
- b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- d. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**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 CUSTODIAN OF PUBLIC RECORDS, [INSERT PERSON], AT 192 COACH WAGONER BOULEVARD, APALACHICOLA, FL 32320 PHONE: (850) \_\_\_\_\_, [ADD E-MAIL ADDRESS].**

**10. Audit.** The City and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

**11. Notices.** All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

<b>If to the City:</b>		<b>With a copy to:</b>
<b>If to the Contractor:</b>		

**12. Assignment.** Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the City. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the City.

**13. Subcontracting.** Contractor shall not subcontract any services or work to be provided to City without the prior written approval of the City's Representative. The City reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The City's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the City prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and federal regulations.

**14. Civil Rights.** The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

**15. Compliance with Nondiscrimination Requirements.** During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

- a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".
- b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the

discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the City or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the City will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the City to enter into any litigation to protect the interests of the City. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**16. Procurement of Recovered Materials**. Contractor and any subcontractors agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:



1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or

2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at [www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products](http://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products).

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

**17. Debarment and Suspension.** Contractor as part of the procurement response, Attachment “A” has submitted to the City a certification that Contractor and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. Contractor now agrees to verify, to the extent applicable, that for each lower tier subcontractor that exceeds \$25,000 as a “covered transaction” under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The Contractor agrees to accomplish this verification by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

**18. Minority/Women’s Business Enterprises.** Contractor must take all 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. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Information regarding certified M/WBE firms can be obtained from (the following list is not exhaustive):

- Florida Department of Management Services (Office of Supplier Diversity);
- Florida Department of Transportation;
- Minority Business Development Center in most large cities; and
- Local Government M/DBE programs in many large counties and cities.

**19. Compliance with Laws.** Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

**20. Conflict of Interest.** The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

**21. Independent Contractor.** Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the City as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the City's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

**22. Third Party Beneficiaries.** It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

**23. Indemnification and Waiver of Liability.** The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the City its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the City to enforce any of

the provisions hereof shall not be construed to be a waiver of the right of the City thereafter to enforce such provisions.

**24. Taxes and Assessments.** Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the City in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify City from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The City is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Contractor authorized to use the City's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

**25. Prohibition Against Contracting with Scrutinized Companies.** Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the City's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the City's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

**26. Special Conditions – Additional Federal Requirements.** As some or all of the Services to be provided under this Agreement may be funded with federal funds. Contractor agrees to adhere to the required additional federal requirements set forth in Attachment "E" and incorporated herein by reference.

**27. Grant or Agreement Requirements.** The City is in receipt of a grant or agreement identified as \_\_\_\_\_ (attached as Attachment "F" and incorporated herein by reference) with \_\_\_\_\_



which shall be funding some or all of the Services to be provided under this Agreement. Contractor agrees to adhere to all of the requirements of the Grant or Agreement.

**28. Inconsistencies and Entire Agreement.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

**29. Severability.** If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

**30. Entire Agreement.** This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

**31. Representation of City to Contractor/Signatory.** The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the City that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

**(Remainder of Page Intentionally Left Blank)**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

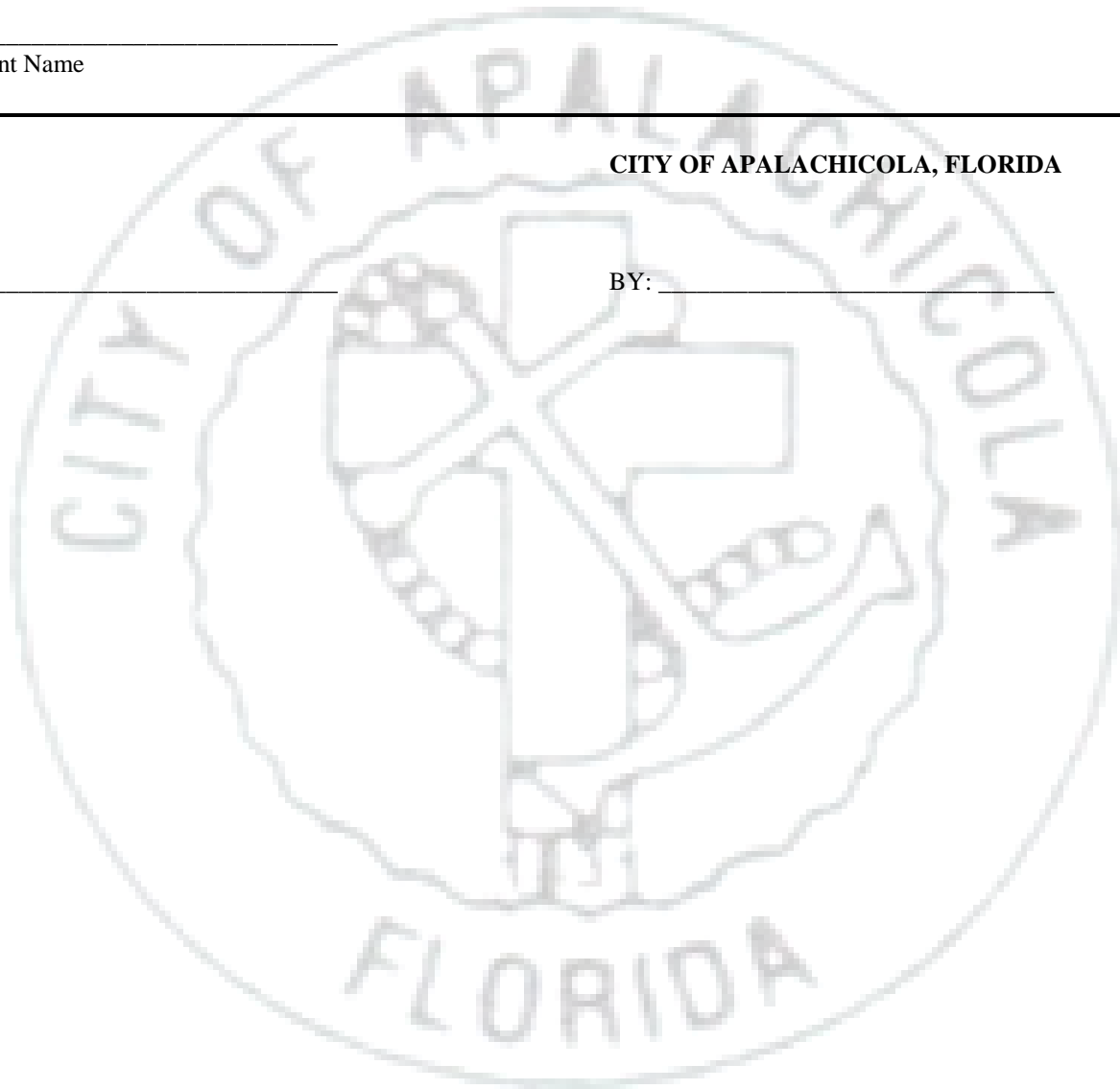
**WITNESS:**

\_\_\_\_\_ BY: \_\_\_\_\_ Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
**CITY OF APALACHICOLA, FLORIDA**

\_\_\_\_\_  
BY: \_\_\_\_\_



**Attachment "A"**



**Attachment “B”  
Insurance Requirements**



**Attachment "C"**  
**Civil Rights Clauses**



## Attachment “C”

### Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*)

**Attachment "D"**  
**Scrutinized Contractors Certificate**



**Attachment “E”  
Special Conditions  
Additional Federal Requirements**





