

**CITY OF APALACHICOLA**  
**REQUEST FOR PROPOSALS (RFP)**  
**RFP 2023-01**

<b>Description</b>	<b>Date/Time</b>
RFP Submission Deadline	March 17, 2023 – 3:00 PM EST
Opening of RFPs	March 17, 2023 – 3:00 PM EST

**Architecture and Engineering Design Services for African  
American History and Culture Museum**

**Request for Proposals**

Potential Bidders: Please read this packet completely before submitting an RFP. Incomplete packets may result in automatic rejection of the RFP.

## NOTICE

Notice is hereby given that the City of Apalachicola is seeking proposals for architecture and engineering services to design an African American History & Culture Museum within City limits. The successful candidate will be responsible for the architecture, engineering design, permits, and inspections of the project.

Sealed RFPs will be received until **March 17, 2023, at 3:00 PM EST**, at the City of Apalachicola City Hall, Attn: Kendall Falkner, 192 Coach Wagoner Blvd., Apalachicola, Florida 32320, for the following:

### Architecture and Engineering Design Services for the African American History and Culture Museum

RFPs will be opened at City Hall on **Friday March 17, 2023 and** will be awarded at the City Commission Meeting on **April 4, 2023**.

RFPs will not be valid unless received by the deadline and in a sealed envelope marked **“Architecture and Engineering Design Services for the African American History and Culture Museum – RFP 2023-01”** to be received until **March 17, 2023, at 3:00 PM EST**. The City of Apalachicola is NOT responsible for lost, late, or undelivered RFPs. It is the sole responsibility of the bidder to ensure delivery of its package. **One original, one electronic copy (thumb drive) and three paper copies must be received in a sealed envelope. Proof of Insurance, Form W-9 and all forms within this packet must be included with any RFP submitted.**

During the RFP process, except as otherwise provided herein, all prospective bidders are hereby prohibited from contacting any member of the City Council or any City employee or agent regarding this Request for Proposals in any respect during the solicitation period. For information concerning procedures for responding to this Request for Proposals, contact Kendall Falkner at [kfalkner@cityofapalachicola.com](mailto:kfalkner@cityofapalachicola.com).

Small Business Entities, Women Owned Businesses and Minority Owned Businesses are encouraged to submit an RFP.

The City reserves the right to waive formalities in any response, to reject any or all responses with or without cause, to waive technical and non-technical or non-material defects in the solicitation or submittal of any responses, including the lack of availability of adequate funds, regulatory agency requirements, to make award in part or completely, and/or to accept the response(s) that, in its, will be in the best interest of the City of Apalachicola.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a RFP on a contract to provide any goods or services to a public entity, may not submit a RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit RFPs on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

## Request for Proposals

### Architecture and Engineering Design Services for the African American History and Culture Museum

#### General Instructions

**Delivery and Receipt of RFPs:** All sealed RFPs will be received until **March 17, 2023, at 3:00 PM EST**, at the City of Apalachicola City Hall, Attn: Kendall Falkner, 192 Coach Wagoner Blvd., Apalachicola, Florida 32320.

**One original, one electronic copy (thumb drive) and three paper copies must be received in a sealed envelope. Proof of Insurance, Form W-9 and all forms within this packet must be included with any RFP submitted.**

The words "**Architecture and Engineering for African American History and Culture and Museum**" shall be **clearly marked on the front and back of the envelope containing an RFP.**

**Insurance Requirements:** Prior to commencement of services on any work order under the Contract, the Contractor shall, at its sole cost and expense, procure and maintain throughout the term of the Contract, insurance in the types and limits set forth herein, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated by a licensed insurance broker, brokerage, or similar licensed insurance professional evidencing such coverage, and naming the City of Apalachicola, a political subdivision of the State of Florida, its officers, agents, employees and volunteers as a named additional insured, as well as furnishing the City, if requested by the City, with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of the requested insurance policies shall be provided prior to performing services on any work order. Said insurance coverages procured by the Contractor as required herein shall be considered, and the Contractor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City, and that any other insurance, or self-insurance available to the City shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Contractor as required herein.

A bidder shall provide proof of, or proof of the ability to acquire, and a Contractor shall comply with the provisions of this section, for the types and limits of insurance as follows:

#### Commercial General Liability

1. General Aggregate	\$1,000,000
2. Products and Completed Operations Aggregate	\$1,000,000
3. Personal and Advertising Injury	\$1,000,000
4. Each Occurrence	\$1,000,000
5. Fire Damage (any one fire)	\$ 50,000
6. Medical Expense (any one person)	\$ 5,000

#### Automobile Liability

Any automobile-Combined bodily injury/property damage, with minimum limits for all additional coverages as required by Florida law

\$1,000,000

#### Workers Compensation/Employers Liability

1. Workers Compensation      Statutory Limits
2. Employers Liability

a. Each Accident	\$ 100,000
b. Disease-Policy	\$ 500,000
c. Disease-Each Employee	\$ 100,000

Professional Liability when required by Contract-per occurrence \$1,000,000

**Execution of Contract and Notice to Proceed:** The awarded Firm will be required to sign a written Contract. Said Contract will evidence in written form the agreement between the parties and shall include, at a minimum, all provisions of this RFP, and the content of any RFP and any presentation provided by the firm. In the event of any conflict between the provisions of the written Contract, this RFP, and any RFP or presentation provided by a firm, the priority of the documents shall be in the order set forth in this sentence.

**Request for Proposals**  
**Architecture and Engineering for the African American History and Culture Museum**  
**Scope of Work and Specifications**

The Scope of Work involves architecture/engineering/design, permitting, testing, inspecting.

The project will entail work on the one-level 2,000 SqFt structure located at 203 Dr. Humphries Street. Design aspects may include but are not limited to the construction of the following: a breezeway; office space; greeting station; small giftshop/kiosk area; high security priority; high ceilings; storage room; ADA bathroom (unisex or men/women depending on space and design); UV windows; affixed displays/stands (if cost allows); controlled lighting. Designs must compliment the adjacent Holy Family Center to mimic it's architectural style. This is a designated Historical Structure build in 1927. Previous experience with museum work is preferable.

Grant funds are allocated for this project. Architecture and engineering design is allocated for permits, testing, inspections, commissioning, architecture design and civil engineering in the amount of \$180,524.

Responsibilities of the firm will include, but are not limited to:

- Architecture/design
- Engineering services
- Permitting
- Testing
- Inspecting

Factors the city will consider in the evaluation of the Request for Proposals include, but are not limited to, the following:

- Experience with project design and related projects – 35 points
- Qualifications and the availability of staff – 35 points
- Demonstrated ability to meet schedules and pricing constraints – 20 points
- References (must include 3) – 5 points
- Small Business Entities, Women Owned Businesses and Minority Owned Businesses- 5 points

This contract prohibits Contingent Fees or payments to the selected firm for favorable outcomes.

**Request for Proposals**  
**Architecture and Engineering for the African American History and Culture Museum**  
**Submittal Requirements**

Responses, at a minimum, shall include the following information:

1. Cover Letter containing the following information:
  - a. Project Name
  - b. Firm name and address
  - c. Proposed responsible office for the Firm
  - d. Contact person, phone number, and e-mail address
  - e. List of sub-contractors and their roles on the project
2. Experience of the firm and qualifications of proposed project team in its area(s) of expertise.
3. Ability to provide cost effective services.
4. Project team's ability to work within project schedule and budget constraints.
5. Project team's ability to apply creative solutions to challenging problems. This should include:
  - a. Firm and project team's familiarity and experience with local governments of similar size
  - b. Resumes for proposed key personnel
  - c. Three Project References
6. Attached Forms:
  - a. Firm Information Form
  - b. Drug-Free Workplace Certification
  - c. Subcontractors Form
  - d. Information Sheet for Transactions and Conveyances Corporate Identification Form
  - e. Florida Statutes on Public Entity Crimes Form
  - f. Debarment Form
  - g. Certification Regarding Lobbying
  - h. Contractor E-Verify Affidavit
  - i. Certification of Non-Segregated Facilities Form

**Proposals that do not include all the above information and documentation will result in a "non-responsive" bid.**

**Request for Proposals**  
**Architecture and Engineering for the African American History and Culture Museum**  
**Firm Information**

Failure to complete all fields in all forms, or to provide any additional documentation or information required in the RFP, may result in your RFP being rejected as non-responsive.

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

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TELEPHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

Name of Person submitting RFP and authorized to bind the firm: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**Request for Proposals**  
**Architecture and Engineering for the African American History and Culture Museum**  
**Drug Free Workplace Certification**

The undersigned in accordance with Section 287.087, Florida Statutes hereby certifies that the Firm does the following:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under this solicitation, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or no contest to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

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Firm	Title
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Authorized Signature	Date
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**Request for Proposals**  
**Architecture and Engineering for the African American History and Culture Museum**  
**Subcontractors Form**

Bidders must provide a list of any subcontractors they intend to use in the performance of services under this Contract. In the event that a contractor desires to hire a subcontractor for the performance of services of any particular work order that has not been provided on this form, that Contractor must obtain prior written approval for each such subcontractor.

Firm Name \_\_\_\_\_

Firms are required to submit subcontractor information, if any, in the spaces below. Attach additional sheets, as necessary. The City of Apalachicola reserves the right to approve/disapprove any proposed subcontractor.

Company Name:
Address:
Contact Name(s):
Phone:
Email:
Description of Work:

Company Name:
Address:
Contact Name(s):
Phone:
Email:
Description of Work:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

**Request for Proposals**  
**Architecture and Engineering for the African American History and Culture Museum**  
**Information Sheet for Transactions and Conveyances Corporate Identification**

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

**(Please Circle One) Is this a Florida Corporation:**     Yes     No  
**If not Florida Corporation,**

In what state was it created: \_\_\_\_\_  
Name as spelled in that State: \_\_\_\_\_

<b>What kind of corporation is it:</b>	<u>“For Profit”</u>	or	<u>“Not for Profit”</u>
<b>Is it in good standing:</b>	<u>Yes</u>	or	<u>No</u>
<b>Authorized to transact business in Florida:</b>	<u>Yes</u>	or	<u>No</u>

State of Florida Department of State Certificate of Authority Document #: \_\_\_\_\_

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

**Name of Officers:**

President: \_\_\_\_\_ Secretary: \_\_\_\_\_  
Vice President: \_\_\_\_\_ Treasurer: \_\_\_\_\_  
Director: \_\_\_\_\_ Other: \_\_\_\_\_

**Name of Corporation (As used in Florida):**

\_\_\_\_\_

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

**Corporate Address:**

Post Office Box: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_  
Street Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_  
(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

**Federal Identification Number:** \_\_\_\_\_

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

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

\_\_\_\_\_

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of

the company. Awarded Consultant shall submit a copy of the resolution together with the executed contract to the Office of Purchasing).

(Spelled exactly as it would appear on the instrument)

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

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**Request for Proposals**  
**Architecture and Engineering for the African American History and Culture Museum**  
**SWORN STATEMENT UNDER FLORIDA STATUTE SECTION**  
**287.133 (3) (A) ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted with RFP, Proposal or Contract for\_\_\_\_\_.
2. This sworn statement is submitted by (entity),\_\_\_\_\_,whose business address is,\_\_\_\_\_,and (if applicable) Federal Employer Identification Number (FEIN) is \_\_\_\_\_(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
3. My name is\_\_\_\_\_and my relationship to the entity named above is \_\_\_\_\_(title).
4. I understand that a "public entity crime" as defined in paragraph 287.133(1) (g) Florida Statute, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to , any bid or contract for goods or services to be provided to any public entity or any agency or public subdivision of any other state or of the United States and involved antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
5. I understand that "convicted" or "convicted" as defined in paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

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

7. I understand that a "person" as defined in paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

Neither the entity submitting this sworn statement, nor any officers, directors, executive, partners,

shareholders, employees, member, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

- The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order)
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)
- The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the department of General Services)

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STATE OF FLORIDA  
COUNTY OF: \_\_\_\_\_

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

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

My Commission expires: \_\_\_\_\_

**Request for Proposals**  
**Architecture and Engineering for the African American History and Culture Museum**  
**Debarment**

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

Contractor Covered Transactions

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

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

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

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

Name and Title Street: \_\_\_\_\_

Address, City, State, Zip: \_\_\_\_\_

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

**Request for Proposals**  
**Architecture and Engineering for the African American History and Culture Museum**  
**44 C.F.R. APPENDIX A, PART 18**  
**CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each RFP).

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

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

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

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

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Signature of Contractor's Authorized Official: \_\_\_\_\_

Name and Title of Contractor's Authorized Official: \_\_\_\_\_

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

**Request for Proposals**  
**Architecture and Engineering for the African American History and Culture Museum**  
**CONTRACTOR E-VERIFY AFFIDAVIT**

I hereby certify that \_\_\_\_\_ [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021, have had and shall have their work authorization status verified through the E-Verify system.

A true and correct copy of \_\_\_\_\_ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Contractor acknowledges that section 448.095, Florida Statutes, requires that if Contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

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

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

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



**Architecture and Engineering for the African American History and Culture Museum**  
**CERTIFICATION OF NON-SEGREGATED FACILITIES**

The federally assisted contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this section is a violation of the Equal Opportunity Clause in this contract. As used in this caption, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, 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 directive or are in fact segregated on the basis of race, color, religion, or national of because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE- The penalty for making false statements in offers is prescribed in 18 U. S. C. 1001.

Contractor Signature \_\_\_\_\_

Typed Name & Title \_\_\_\_\_ Date \_\_\_\_\_

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

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

- A. Contracts for more than the simplified acquisition threshold must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.
- B. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- C. Equal Employment Opportunity – all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b).
- D. Davis-Bacon Act – when required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act.
- E. Contract Work Hours and Safety Standards Act – where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
- F. Rights to Inventions Made Under a Contract or Agreement – where applicable, the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
- G. Clean Air Act and the Federal Water Pollution Control Act – contracts and subcontracts of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Contract Act.
- H. Debarment and Suspension – a contract award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM).
- I. Byrd Anti-Lobbying Amendment – contractors that apply or bid for an award exceeding \$100,000 must file the required certification.
- J. Procurement of recovered materials – a non-Federal entity that is a state agency or agency of a political subdivision and its contracts must comply with section 6002 of the Solid Waste Disposal Act.
- K. Prohibition on certain telecommunications and video surveillance services or equipment in accordance with 2 CFR 200.216.
- L. Domestic preferences for procurements – requirements of 2 CFR 200.322 must be included in all subawards including all contracts and purchase orders for work or products.

### **REQUIRED CLAUSES**

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

1. **Equal Employment Opportunity.** During the performance of this Agreement, the CONTRACTOR agrees as follows:
  - a. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - b. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
  - c. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - d. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - e. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - f. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - g. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, That in the event that CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

**2. Compliance with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act.**

As required by Federal program legislation:

a. CONTRACTOR agrees that it shall comply with the *Davis-Bacon Act (40 USC 3141-3144 and 3146-3148)* as supplemented by the Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

i. In accordance with the statute, CONTRACTOR is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTOR shall pay wages not less than once a week. CONTRACTOR agrees that, for any Task Order to which this requirement applies, the Contract is conditioned upon CONTRACTOR's acceptance of the wage determination.

b. CONTRACTOR agrees that it shall comply with the *Copeland "Anti-Kickback" Act (40 USC 3145)*, as supplemented by the Department of Labor regulations (29 CFR Part 3, "CONTRACTORS and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") and are incorporated by reference into this Agreement.

i. Contractor. The CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.

ii. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a CONTRACTOR and subcontractor as provided in 29 C.F.R. § 5.12.

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

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

b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards,

employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

c. Withholding for unpaid wages and liquidated damages. The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed

by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the *Contract Work Hours and Safety Standards Act*, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

d. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

4. **Rights to Inventions Made Under a Contract or Agreement.** As required by Federal program legislation, CONTRACTOR agrees to comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA.

5. **Clean Air Act and Federal Water Pollution Control Act.** As required by Federal program legislation: CONTRACTOR agrees to comply with the following federal requirements:

a. Clean Air Act.

- i. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. (2)
- ii. The CONTRACTOR agrees to report each violation to the City and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- iii. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

b. Federal Water Pollution Control Act

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

6. **Suspension and Debarment.**

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONTRACTOR is required, and will, verify that neither CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), nor its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
  - b. The CONTRACTOR will comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
  - c. CONTRACTOR's certification is a material representation of fact relied upon by the CITY. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State of Florida the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - d. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period this Agreement. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower-tier covered transactions.
7. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**
- a. The CONTRACTOR certifies to the CITY that it has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. *The required Certification is provided as an addendum to this Agreement.*
  - b. CONTRACTOR will also ensure that each tier of subcontractor(s) shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures will be forwarded from tier-to-tier up to the CITY.
8. **Procurement of Recovered Materials.** As required by federal program legislation, CONTRACTOR agrees to the following:
- a. In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
    - i. competitively within a timeframe providing for compliance with the contract performance schedule;
    - ii. meeting contract performance requirements; or
    - iii. at a reasonable price.
  - b. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
9. **DHS Seals, Logos, and Flags.** The CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
10. **Compliance with Federal Law, Regulations, and Executive Orders.** The CONTRACTOR acknowledges that FEMA financial assistance will be used to fund the contract only. The CONTRACTOR will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
11. **No Obligation by Federal Government.** "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

12. **Program Fraud and False or Fraudulent Statements or Related Acts.** The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR actions pertaining to this Agreement.