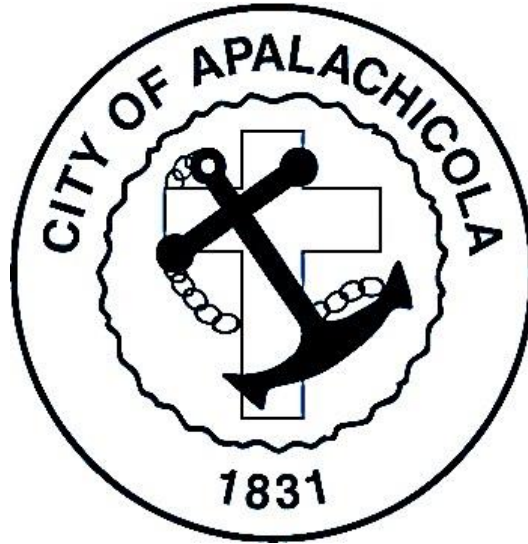


CITY OF APALACHICOLA



COMMUNITY PLANNING TECHNICAL ASSISTANCE GRANT – WORKFORCE HOUSING PLAN

REQUEST FOR PROPOSAL 2024-01

**Apalachicola City Commission
192 Coach Wagoner Blvd.
Apalachicola, FL 32320**

**This Entire Package Is for Convenience Only and to Assist in Filling Out the Proposal.
Do Not Return with Your Proposal**

**APALACHICOLA CITY COMMISSION
REQUEST FOR PROPOSAL
COMMUNITY PLANNING TECHNICAL ASSISTANCE GRANT - WORKFORCE HOUSING PLAN**

The Apalachicola City Commission is requesting proposals to obtain a firm for the development of a Workforce Housing Plan for the City of Apalachicola.

Response Deadline: Wednesday, March 27, 2024, at 1:00 EST

No principle is presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation on this transaction by any Federal Department or Agency.

Detailed information for the RFP may be picked up, received by email from the Grant Coordinator, sbourque@cityofapalachicola.com or viewed and printed from our website at www.cityofapalachicola.com. To ensure a fair, competitive and open process, once a project has been advertised, all communications between the interested firms and the city must be directed to Sarah Bourque, Grant Coordinator.

If interested, qualified firms are required to submit an electronic copy of their response to Sarah Bourque, sbourque@cityofapalachicola.com. **All bids must be submitted by the response deadline. When sending, please select “read receipt” to ensure that Ms. Bourque receives your proposal.**

Please indicate in the subject line that this is a proposal for the **RFP 2024-01 – Community Planning Technical Assistance Grant – Workforce Housing Plan.**

PART II – PROPOSAL PREPARATION INSTRUCTIONS

The Letter of Response shall be signed by an authorized representative of the bidder and all information requested must be submitted. Failure to submit all information may result in a lower evaluation of the proposal. Letters which are substantially incomplete or lack key information may be rejected by the City at its discretion.

Information submitted with the letter of response should include documentation to demonstrate the bidder’s qualifications and abilities to provide the scope of services. The submittal should include sufficient information to present a clear understanding of similar past projects, especially in Florida, staff experience and abilities, and any other additional, pertinent details to describe the team’s capabilities. A minimum of five references should be submitted.

The City of Apalachicola selection committee will review the information submitted and rank the bidders based on the scoring factors listed within this RFP. Once all review is complete, the bidders will be ranked by the selection committee with the top ranked bidder being approved by the City Commission.

All prospective submitters are hereby cautioned not to contact any City Commission member after submittals are opened nor attempt to persuade or promote through other channels until notification that the Selection Committee has arrived at a recommendation of the most qualified firm. Until notification is received, all contacts shall be channeled through Sarah Bourque at 850.653.9319 or

sbourque@cityofapalachicola.com. Failure to comply with these procedures will be cause for disqualification of the bidder’s proposal.

The City of Apalachicola hereby notifies all respondents that it will affirmatively ensure that in any contract entered into pursuant to this advertisement and any Disadvantaged Business Enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, gender, religion, age, disability, marital status or national origin in consideration for an award.

The City shall comply with the Local Government Prompt Payment Act in accordance with Florida Statutes Chapter 218 and the Public Records Act in accordance with Florida Statutes Chapter 119.

Any subcontracts between the City of Apalachicola and a subcontractor for work performed shall identify the hourly rate of pay to be charged by the subcontractor and shall require all invoices from the subcontractor to the Grantee to identify the hourly rate of pay, actual hours worked on the grant project, and any expenses incurred by the subcontractor in performing such work.

SUBMITTAL REQUIREMENTS: The respondent shall submit an electronic copy of their response to Sarah Bourque, sbourque@cityofapalachicola.com. **All bids must be submitted by the response deadline. When sending, please select “read receipt” to ensure that Ms. Bourque receives your proposal.**

Please indicate in the subject line that this is a proposal for the **RFP 2024-01 – Community Planning Technical Assistance Grant – Workforce Housing Plan.**

1. LETTER OF RESPONSE

Letter of response prepared by a corporate officer or principal of the bidder authorized to obligate the bidder contractually should at a minimum include the following information:

- a. Project name
- b. Firm’s name and address
- c. Proposed responsible office for consultant
- d. Contact person, phone number, and internet email address
- e. Indication as to whether the prime bidder and/or sub-consultants are disadvantaged business enterprises (DBE)

2. EVALUATION CRITERIA (max score 100 pts.)

| | |
|--|------------|
| Immediate Availability | 35 |
| Experience on Similar Projects | 20 |
| Client References for Similar Projects (Minimum of 5) | 20 |
| Qualifications and Abilities of Professional Personnel | 20 |
| Minority and/or Women-Owned Business Enterprise | 5 |
| TOTAL | 100 |

3. THE REQUIRED BID FORMS ARE LOCATED IN ATTACHMENT A. PLEASE READ INSTRUCTIONS CAREFULLY.

COMPLIANCE WITH REGULATIONS – During the performance of this Contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant” agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired of Federal or Federal-aid programs and projects)
3. Federal-Aid Highway Act of 1973, (23 U.S.C § 324 et seq.), (prohibits discrimination based on sex)
4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age)
6. Airport and Airway Improvement Act of 1982, (49 U.S.C. 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color national origins or sex)
7. 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)
8. Titles II and III of the Americans with Disabilities Act, which prohibits 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 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38

INSURANCE - The consultant shall procure and maintain the following described insurance, except for coverages specifically waived by the City. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The selected contractor shall require and shall be responsible for assuring throughout the time the agreement is in effect that any and all of its subconsultants obtain and maintain until the completion of that subconsultant’s work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others. The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the selected contractor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor’s interests or liabilities, but are merely minimums.

Workers Compensation Coverage: The selected contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers’ liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in

accordance with Section 440.02(13)(d) and 440.10(1)(g) Florida Statutes. The selected contractor shall also purchase any other coverage required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage: The selected contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office. Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required: Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (X,C,U) exposures.

Coverage B shall include personal injury. Coverage C, medical payments, is not required.

The selected contractor is required to continue to purchase products and complete operations coverage, at least to satisfy this agreement, contract, or lease, for a minimum of three years beyond the City's acceptance of renovation or construction projects.

Business Auto Liability Coverage: Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage: Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Professional Liability: \$1,000,000 per occurrence minimum limit.

PART III – SCOPE OF SERVICES

The selected contractor will furnish all supervision, labor, material, and equipment required to complete the work. **The due date for all three listed deliverables of June 15, 2024 is firm and cannot be changed.**

The selected contractor shall prepare a City of Apalachicola Workforce Housing Plan for the area located in the City of Apalachicola. The Workforce Housing Plan shall address City implementation strategies and actions to encourage the development of workforce housing, with particular attention to utilizing publicly owned parcels and lots. The selected contractor shall establish a Workforce Housing Stakeholder Group and conduct stakeholder meetings to inform and guide the project. The selected contractor shall present the Workforce Housing Plan to the City of Apalachicola City Commission. This project furthers the intent of the Apalachicola Bay Protection Act, Section 380.0555, Florida Statutes to provide affordable housing near places of employment in the Apalachicola Bay Area.

Deliverable 1. Stakeholder Group and Meetings

1. Establish a Workforce Housing Stakeholder Group and invite at least the following people to be members of the Stakeholder Group. Prepare a list of the members with contact information of the Stakeholder Group.

- (1) a representative from the Apalachicola City Commission
- (2) a representative from the Franklin County Board of County Commissioners
- (3) Franklin County State Housing Initiatives Partnership (SHIP) Administrator
- (4) a representative from the Franklin County Community Development & Land Trust
- (5) a representative from the Apalachicola Housing Authority
- (6) local affordable housing builders
- (7) local market-rate housing builders
- (8) local business representatives
- (9) local tourism industry representatives
- (10) a representative from the Franklin County Airport Operations and Economic Development Board
- (11) a representative from the Franklin County Department of Corrections

2. Conduct at least two (2) Stakeholder Group meetings (in person or virtual attendance) to present an overview of the grant project and solicit input regarding:

- (1) strategies and recommendations to encourage the development of workforce housing in the city
- (2) preparation of a City of Apalachicola Workforce Housing Plan

The selected contractor shall prepare meeting invitations, an agenda and any Grantee meeting presentation materials and distribute invitations. In addition, the contractor shall prepare a written narrative summary of the input received at each meeting.

Deliverable 2. Report on Workforce Housing for Publicly Owned Parcels/Lots; Post Inventory on Webpage; Stakeholder Meeting; Subcontract or Notice

1. Prepare a draft Report on Workforce Housing for Publicly Owned Parcels/Lots ("Workforce Housing Report") that includes the following information for the area located in the City of Apalachicola:

a. An examination of the workforce income levels within Franklin County and recommendations for the appropriate Area Median Income (AMI) percentage that should be targeted to address the housing needs of the workforce in and around the city. Although Apalachicola Bay is currently not open to the harvesting of oysters due to environmental considerations, the examination and recommendations shall include, but are not limited to, the workforce income levels and AMI percentage for oystermen assuming that Apalachicola Bay is open to the harvesting of oysters.

b. A description of a process and criteria for City staff to determine whether a publicly owned parcel/lot is appropriate for workforce housing development. Such factors may include, but are not limited to, size of parcel/lot, proximity to places of employment, infrastructure capacity and environmental considerations.

c. An inventory of all publicly owned real property in the City which is appropriate for use as affordable housing. The inventory shall include the following:

- (a) address and legal description of each property
- (b) identify the parcel/lot size in acres or square feet

(c) specify whether the property is vacant or improved, identify existing land use and presence and type of existing buildings/structures on the property. Prepare a marketing strategy to inform the building community of the inventory.

d. A description of a strategy for utilizing publicly owned parcels/lots for workforce housing that includes, but is not limited to, the following: (a) draft model Request For Proposal (RFP) language for parcel/lot disposition and selection process for RFP applicants; and (b) criteria for prioritizing certain parcels/lots to be awarded to a Community Land Trust or Land Authority (Section 380.0663, Florida Statutes) that can keep the homes affordable in perpetuity.

e. A summary inventory of federal and state funding programs that could be available to support opportunities to increase workforce housing on publicly owned parcels/lots in the City of Apalachicola. The inventory shall include, but not be limited to, the following:

(a) Florida Housing Finance Corporation Resources

(b) United States Department of Agriculture Rural Development funds

(c) Community Development Block Grant - Small Cities Program

(d) Florida Job Growth Grant (to provide infrastructure in support of workforce housing on publicly owned lands).

2. Post the inventory (inventory of all publicly owned real property in the City which is appropriate for use as affordable housing) on the City internet website and prepare a "screen-shot" of the website homepage of the inventory.

3. Conduct a Stakeholder Group meeting (in person or virtual attendance) to present the draft Workforce Housing Report and to solicit input on this Report. The selected contractor shall prepare meeting invitations, agenda and any meeting presentation materials and distribute invitations. The selected contractor shall prepare a written narrative summary of the input received at the meeting.

4. Prepare a final Workforce Housing Report that revises the draft Workforce Housing Report based on input from the Stakeholder meeting and meets the content requirements for the Workforce Housing Report.

Deliverable 3. Report on Land Development Regulations; Stakeholder Meeting; Workforce Housing Plan; Presentation to City Commission; Subcontract or Notice

1. Prepare a draft Report on Land Development Regulations ("LDRs Report") that includes the following information:

a. A review of the City's Land Development Regulations ("LDRs") that summarizes recommended potential changes to the LDRs that would encourage the development of workforce housing, including but not limited to:

(1) Decreasing the minimum lot size for development (not below the levels allowed in the historic plat)

(2) Decreasing the minimum structure size to allow for smaller homes that are in line with the historic shotgun character that is iconic in the community

(3) Density bonuses

- (4) Allowing for multi-family residential in additional areas
- (5) Accessory Dwelling Units
- (6) Flexible lot configurations
- (7) All allowable fee waivers provided for the development or construction of affordable housing
- (8) Non-conforming lots

b. Recommended amendments (in strike-through and underline format) to the City's Land Development Regulations to encourage the development of workforce housing.

2. Conduct a Stakeholder Group meeting (in person or virtual attendance) to present the draft Report and to solicit input on this Report. The selected contractor shall prepare meeting invitations, agenda and any meeting presentation materials and distribute invitations. The selected contractor shall prepare a written narrative summary of the input received at the meeting.

3. Prepare a final LDRs Report that revises the draft LDRs Report based on input from the Stakeholder meeting and meets the content requirements for the LDRs Report.

4. Prepare a City of Apalachicola Workforce Housing Plan ("Workforce Housing Plan") that includes the following information:

- (1) Executive Summary
- (2) Report on Workforce Housing for Publicly Owned Parcels/Lots
- (3) Report on Land Development Regulations

5. Present the Workforce Housing Plan at an advertised public hearing of the City of Apalachicola City Commission for the purpose of the City Commission considering the Plan and receiving public input on the Workforce Housing Plan. The selected contractor shall prepare a copy of the public hearing public notice and agenda and prepare a written narrative summary of the public input received at the public hearing.

| Deliverables and Tasks | Minimum Level of Service | Deliverable Amount |
|---|--|---------------------------|
| <p>Deliverable 1.</p> <p>Stakeholder Group and Meetings</p> <p>In accordance with the above detail Scope of Work, at a minimum, the selected contractor will:</p> <ul style="list-style-type: none"> 1. Prepare a list of the members of the Stakeholder Group 2. Prepare Stakeholder Group meeting invites, agendas, | <ul style="list-style-type: none"> 1. List of the members of the Stakeholder Group 2. For each Stakeholder Group meeting, a copy of the meeting invite, agenda, presentation materials and written narrative summary of input received at each meeting. <p>The selected contractor shall submit copies of all required documentation identified in the above Scope of Work above on paper or electronically in</p> | <p>\$25,000.00</p> |

| | | |
|---|--|---------------------------|
| <p>presentation materials, conduct Stakeholder Group meetings and prepare written narrative summary of input received at each meeting</p> | <p>MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS 10.3.1 compatible shapefiles if they are available.</p> | |
| <p>Deliverable 2.</p> <p>Report on Workforce Housing for Publicly Owned Parcels/Lots; Post Inventory on Webpage; Stakeholder Meeting</p> <p>In accordance with the above detail Scope of Work, at a minimum, the selected contractor will:</p> <ol style="list-style-type: none"> 1. Prepare a draft Report on Workforce Housing for Publicly Owned Parcels/Lots 2. Post Inventory on webpage 3. Prepare Stakeholder meeting invite, agenda, presentation materials and summary of input received at the meeting 4. Prepare final Report on Workforce Housing for Publicly Owned Parcels/Lots | <ol style="list-style-type: none"> 1. Draft Report on Workforce Housing for Publicly Owned Parcels/Lots 2. Post inventory on webpage 3. Stakeholder meeting invite, agenda, presentation materials and summary of input at the meetings 4. Final Report on Workforce Housing for Publicly Owned Parcels/Lots <p>The selected contractor shall submit copies of all required documentation identified in the above Scope of Work above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS 10.3.1 compatible shapefiles if they are available.</p> | <p>\$25,000.00</p> |
| <p>Deliverable 3.</p> <p>Report on Land Development Regulations; Stakeholder Meeting; Workforce Housing Plan; Presentation to City Commission</p> <p>In accordance with the above detail Scope of Work, at a</p> | <ol style="list-style-type: none"> 1. Draft Report on Land Development Regulations 2. Copy of Stakeholder meeting invite, agenda, presentation materials and written summary of input received at the Stakeholder meeting | <p>\$25,000.00</p> |

| | | |
|--|---|--|
| <p>minimum, the selected contractor will:</p> <ol style="list-style-type: none"> 1. Prepare a draft Report on Land Development Regulations 2. Prepare Stakeholder meeting invite, agenda, presentation materials. Conduct stakeholder meeting and prepare summary input received at the meeting. 3. Prepare a final Report on Land Development Regulations 4. Prepare a City of Apalachicola Workforce Housing Plan 5. Prepare a copy of the City Commission public hearing notice and agenda, present the Workforce Housing Plan to City Commission, and prepare written narrative summary of public input | <ol style="list-style-type: none"> 3. Final Report on Land Development Regulations 4. City of Apalachicola Workforce Housing Plan 5. Copy of the public notice and agenda for the City Commission public hearing. Written narrative summary of input received regarding the City of Apalachicola Workforce Housing Plan at the City Commission public hearing. <p>The selected contractor shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.</p> | |
|--|---|--|

PART IV – EVALUATION OF PROPOSALS

EVALUATION METHOD AND CRITERIA: All proposals will be subject to review and an evaluation process. All proposers responding to the RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received.

Proposals shall include all the information solicited in this RFP, and any additional data that the selected contractor deems pertinent to the understanding and evaluating of the proposal. Each proposer will be ranked based on the criteria herein addressed.

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. Any request for clarification will be requested by the city in written format. Such clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer’s submittal.

Proposals will be reviewed by the Apalachicola City Staff acting as the review committee with final approval by the City Commission selection committee and evaluated based on the format and content outlined in this proposal as follows:

| EVALUATION CRITERIA | POINTS |
|--|---------------|
| Immediate Availability | 35 |
| Experience on Similar Projects | 20 |
| Client References for Similar Projects (Minimum of 5) | 20 |
| Qualifications and Abilities of Professional Personnel | 20 |
| Minority and/or Women-Owned Business Enterprise | 5 |
| TOTAL | 100 |

Schedule: The anticipated schedule is as follows:

| | |
|--|----------------|
| Proposal Advertised and Issued Initially | March 6, 2024 |
| Proposals Due by 1 PM | March 27, 2024 |
| Award Recommendation to City Commission | April 2, 2024 |

ATTACHMENT A REQUIRED BID FORMS

The following documents are to be submitted with and made a condition of this Bid. These documents must be included **in this order.**

Proposal Due: March 27, 2024, at 1p EST

Proposal Submittal Coversheet

This page must be the first page of your submitted proposal.

Required Documents & Items

The following documents are to be submitted with and made a condition of this Bid. These documents must be included **in this order**:

- | | |
|--------------------------|--|
| <input type="checkbox"/> | 1. Bidder Information Sheet |
| <input type="checkbox"/> | 2. List of Proposed Subcontractors |
| <input type="checkbox"/> | 3. Public Entity Crimes |
| <input type="checkbox"/> | 4. Conflict of Interest |
| <input type="checkbox"/> | 5. Drug-Free Workplace |
| <input type="checkbox"/> | 6. Information Sheet for Transactions and Conveyances Corporate Identification |
| <input type="checkbox"/> | 7. Certification Regarding Lobbying |
| <input type="checkbox"/> | 8. Contractor E-Verify Affidavit |
| <input type="checkbox"/> | 9. Anti-Collusion Statement |
| <input type="checkbox"/> | 10. Debarment Form |
| <input type="checkbox"/> | 11. Evidence of authority to do business in the state of the Project; |

Company Name: _____

Submittal Date: _____

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

Printed Name: _____

Signature: _____

Date: _____

BIDDER 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 BID being rejected as non-responsive.

BIDDER NAME: _____

ADDRESS: _____

TELEPHONE: _____

E-MAIL: _____

Name of Person submitting bid and authorized to bind bidder: _____

Title: _____

Signature: _____

Date: _____

If the Bidder is a Joint Venture, there must be a clear statement that the Vendor is a joint venture; the joint venture has been in effect for a period of not less than two (2) years, and representation to act as to authority to act. If there is no such statement and representation, Bidder will not be evaluated as a Joint Venture and it will be assumed the Contractor shown on the transmittal letterhead will be the prime Contractor with whom the County would contract, with all other Contractors being considered as sub-contractors.

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.

Bidder Name

Bidders 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. (Multiple copies of this form may be submitted, if additional space is needed.)

| Subcontractors | | |
|-----------------------------|------------------|------------------|
| | Subcontractor #1 | Subcontractor #2 |
| Company Name: | | |
| Address: | | |
| Contact Name(s): | | |
| Phone: | | |
| Email: | | |
| Description of Work: | | |

Authorized Signature

Title

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

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

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

CONFLICT OF INTEREST DISCLOSURE FORM

Please mark which of the following applies to you/your company:

_____ I hereby attest that no City of Apalachicola employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their corporation/partnership/individual business.

_____ The following person(s) name(s) and position(s) with your business.

NAME(S)

POSITION(S)

| | |
|--|--|
| | |
| | |
| | |
| | |

(Signature)

Title / Date: _____

Business Name: _____

DRUG FREE WORKPLACE CERTIFICATION

The undersigned in accordance with Section 287.087, Florida Statutes hereby certifies that the Firm/Bidder 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.

Firm/Bidder

Title

Authorized Signature

Date

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 of federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No **If not a Florida Corporation,**

In what state was it created: _____

Name as spelled in that State: _____

What kind of corporation is it: “For Profit” or “Not for Profit”

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document #: _____

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 and Title of individual who will sign the instrument on behalf of the company:

(Spelled exactly as it would appear on the instrument)

(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).

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

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

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

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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: _____

ANTI-COLLUSION STATEMENT

I hereby attest that I am the person responsible within my company for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my company.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication, or agreement for the purpose or with the effect of restricting competition with any other company or person who is a bidder or potential prime bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other company or person who is a bidder or potential prime bidder on this project and will not be so disclosed prior to bid opening.
3. Neither the prices nor the amount of the bid of any other company or person who is a bidder or potential prime bidder on this project have been disclosed to me or my company.
4. No attempt has been made to solicit, cause, or induce any company or person who is a bidder or potential prime bidder to refrain from bidding on this project, or to submit a bid higher than the bid of this company, or any intentionally high or noncompetitive bid or other form of complementary bid.
5. No agreement has been promised or solicited for any other company or person who is a bidder or potential prime bidder on this project to submit an intentionally high, noncompetitive, or other form of complementary bid on this project.
6. The bid of my company is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any company or person to submit any intentionally high, noncompetitive or other form of complementary bid.
7. My company has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any company or person, or offered, promised or paid cash or anything of value to any company or person, whether in connection with this or any other project, in consideration for an agreement or promise by any company or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.
8. My company has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any company or person and has not been promised or paid cash or anything of value by any company or person, whether in connection with this or any other project, in consideration for my company's submitting any intentionally high, noncompetitive or other form of complementary bid, or agreeing or promising to do so, on this project.
9. I have made a diligent inquiry of all members, officers, employees, and agents of my company with responsibilities relating to the preparation, approval or submission of my company's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
10. I understand and my company understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from the Florida Department of Transportation, of the true facts relating to submission of bids for this contract.

ANTI-COLLUSION STATEMENT - SIGNATURE

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Signature

Company Name

Title

Address

Date

Phone Number

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

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 COUNTY 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 COUNTY and understands and agrees that the COUNTY 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 COUNTY and understands and agrees that the COUNTY 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 COUNTY. 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 COUNTY 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 COUNTY.

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 with 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.