

<b>SUBMIT SEALED PROPOSAL TO:</b> City of Satellite Beach, City Clerk 565 Cassia Blvd. Satellite Beach, FL 32937	AN EQUAL OPPORTUNITY EMPLOYER	<h1 style="margin: 0;">Request for Proposal Proposal Acknowledgment</h1>
<b>Purchasing Agent:</b> (321) 773-4407 Anissa Calhoun Ext. 116 <a href="mailto:acalhoun@satellitebeach.org">acalhoun@satellitebeach.org</a>		

**PROPOSAL SPECIFICATIONS MAY BE OBTAINED AT:** Satellite Beach, City Hall ,565 Cassia Blvd., Satellite Beach, FL 32937 or online at [www.satellitebeachfl.org](http://www.satellitebeachfl.org) or at the [Venderlink](#) website, as well as the [Onvia DemandStar](#) website.

<b>Proposal Advertisement Date:</b> 9/3/2020	<b>Proposal Title:</b> Disaster Debris Monitoring Services for the Cities of Satellite Beach and Indian Harbour Beach	<b>Proposal Number:</b> 19-20.07	<b>Opening Date:</b> 9/29/2020 2:00pm
<b>PRE-PROPOSAL MEETING DATE, TIME, AND LOCATION:</b> A pre-proposal meeting will be held on 9/10/2020 at 10:00am Satellite Beach City Hall Council Chambers, 565 Cassia Blvd., Satellite Beach, FL 32937			<b>PROPOSALS RECEIVED AFTER ABOVE DATE AND TIME WILL <u>NOT</u> BE ACCEPTED OR OPENED.</b>
<input type="checkbox"/> <b>Mandatory</b> <input checked="" type="checkbox"/> <b>Non-Mandatory</b>			

**▼ PROPOSER MUST COMPLETE THIS AREA AND RETURN FORM ▼**

<b>LEGAL NAME OF PROPOSER AND BUSINESS ADDRESS:</b>   <b>TELEPHONE NUMBER/TOLL-FREE NUMBER:</b> (        )	<b>FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN):</b>  If returning as a "no proposal," state reason:
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I certify that this proposal is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a proposal for the same materials, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer. In submitting a proposal to the City of Satellite Beach and Indian Harbour Beach the proposer offers and agrees that if the proposal is accepted, the proposer will convey, sell, assign, or transfer to the City of Satellite Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular materials or services purchased or acquired by the City of Satellite Beach and Indian Harbour Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tender's final payment to the proposer.	The proposer acknowledges that information provided in this RFP is true and correct.  <input checked="" type="checkbox"/>  AUTHORIZED SIGNATURE (MANUAL) _____ Name (Printed) _____ Title _____ Date _____
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**\*THE AUTHORIZED SIGNATURE ABOVE MUST BE NOTARIZED AND RETURNED WITH YOUR PROPOSAL\***

Sworn to and subscribed before me this _____ day of _____ 20____. Personally known: <input type="checkbox"/> Or produced identification: <input type="checkbox"/> Type of ID: _____ _____ SIGNATURE OF NOTARY PUBLIC STATE _____ _____ NAME OF NOTARY PUBLIC (PRINTED) My commission expires: _____	<div style="border: 1px solid black; padding: 10px; width: 100%;"> <b>(AFFIX SEAL or STAMP)</b> </div>
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**PROPOSER MUST PROVIDE:** **BOND DATA**

Yes, <input checked="" type="checkbox"/>	No	BID BOND	<u>See Special Conditions (page 9)</u>
Yes, <input checked="" type="checkbox"/>	No	PERFORMANCE BOND	_____
Yes, <input checked="" type="checkbox"/>	No	LABOR, MATERIAL, PERFORMANCE BOND	_____

In cases where the amount of a surety bond exceeds \$500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:

BOND AMOUNT UP TO:	FINANCIAL CLASS I	BOND AMOUNT UP TO:	FINANCIAL CLASS V
\$ 1,000,000	II	\$ 25,000,000	VI
\$ 2,000,000	III	\$ 50,000,000	VI
\$ 5,000,000	IV	\$ 100,000,000	I
\$ 10,000,000			

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

**PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL FIRST TIME VENDORS MUST SUBMIT A W-9 FORM.**

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Disaster Debris Monitoring Services for the  
Cities of Satellite Beach and Indian Harbor Beach

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### CHECK LIST OF MINIMUM REQUIRED SUBMITTALS

This “Standardized Check List” has been provided to assist the Proposer with the submission of their Proposal package. This Check List cannot be construed as identifying all required submittal documents for this project. Proposers remain responsible for reading the entire Proposal document to ensure that they are in compliance.

The Cities, in their sole discretion, reserves the right to reject any and all Proposals, to waive any and all formalities and reserves the right to disregard all nonconforming, non-responsive or incomplete Proposals. The Cities specifically reserve the absolute right to determine the seriousness of any proposer’s failure to specifically conform to the requirements of the proposal document. Proposers cannot utilize the Cities determination of the seriousness of any specific non-conformance as a basis to protest the award of any proposal. Proposals may be considered subject to rejection if in the sole opinion of the Cities: there is a serious omission, unauthorized alteration of form, an unauthorized alternate proposal, incomplete or unbalanced unit price, or irregularities of any kind. The Cities may reject, as non-responsive, any or all proposals where Proposers fail to acknowledge receipt of Addenda as prescribed.

SUBMITTALS	Included		
	YES	NO	N/A
Proposer has completed, signed (blue ink) and included Request for Proposal Cover Sheet (page 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Proposer has completed, signed (blue ink) and included the Check List of Minimum Required Submittals (page 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Proposer has provided One (1) Original hard-copy Proposal (marked “ORIGINAL”), signed (blue ink), plus three (3) copies and (1) electronic PDF copy on compact disk (CD) or flash drive of the proposal complete with all supporting documentation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Proposer submittal is organized (to include all information requested under each tab) in tabbed format as described in section III. (page 19-20)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Proposer has confirmed that their proposal reflects all Addenda for this project (all Addenda will be posted to Demandstar.com and PublicPurchase.com for notification and retrieval) (page 23)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Proposer has included the Drug Free Workplace Certification form (page 66)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Proposer has completed, signed (blue ink) and included their Proposal Form (page 23-24)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If applicable, Proposer has provided a signed Conflict of Interest statement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Proposer completed and included their Reference Form (page 25)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Proposer has completed, signed (blue ink) and included their Identical Tie Proposal sheet with signature – (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Proposer has initialed (blue ink) and included their Proposer’s Insurance Requirements Acknowledgement (page 33)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Proposer has included a copy of business tax receipt (occupational license)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Proposer has signed and notarized & included their Non-Collusion Affidavit (page 26)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Proposer has included the Bid Bond	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Proposer has completed and included the Public Crimes Form (page 63-64)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Proposer has read, understood, and submitted all required documentation for proposal evaluation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

<b>GENERAL CONDITIONS TERMS AND PROVISIONS</b>
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**DEFINITIONS**

- a. **CITIES** - The term "CITIES" herein refers to the City of Satellite Beach and the City of Indian Harbour Beach, Florida, and their duly authorized representatives.
  - b. **PROPOSER** - The term "PROPOSER" used herein refers to any dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the proposal.
  - c. **MATERIALS** - The term "MATERIALS" used herein refers to any of various supplies, goods, merchandise, food, equipment and other personal property, purchased, leased or otherwise contracted for the Cities and their agencies.
  - d. **WINNING PROPOSER** - The winning proposer who has the capability in all respects to fully perform the proposal requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by the multiple City staff of the proposer or its subcontractors' past performance for the Councils, an any other information required by the different Council policies.
  - e. **RESPONSIVE PROPOSER** - A proposer who has submitted a proposal, which conforms in all respects to the requirements of the proposal package, including, but not limited to, submission of the proposal on required forms with all required information, signatures, and notarizations at the place and time specified.
  - f. **DUE CAUSE** – An applicable reason affecting and concerning the ability and fitness of the contractor(s) to perform to the specifications and requirements of the contract.
2. **SUBMISSION OF PROPOSALS:** All proposals shall be submitted in a sealed envelope or sealed box. The proposal number, title, and opening date shall be clearly displayed on the outside of the sealed envelope or box. The actual physical delivery of said proposal to The City of Satellite Beach City Clerk's office, at 565 Cassia Blvd., Satellite Beach, FL 32937 prior to the specified opening date and time is solely and strictly the responsibility of the proposer. Any proposals received in the City Clerk's after the specified date and time will not be accepted or opened.
  3. **Unless otherwise noted in the proposal document, Proposers shall submit one proposal packet only.**
  4. **EXECUTION OF PROPOSAL:** Proposal must contain a manual signature of an authorized representative in the space(s) provided. Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by proposer to any proposal entry must be initialed. The company name and Federal Employer Identification Number (FEID) number shall appear in the space(s) provided n page 1.
  5. **INSURANCE COMPLIANCE:** The winning proposer at its sole cost and expense, will procure, and maintain throughout the term of the Disaster Debris Monitoring Services for the Cities of Satellite Beach and Indian Harbour Beach project, the following minimum insurance coverages:
    - a. **Workers Compensation:** Coverage to apply for all employees for statutory limits and compliance with applicable state and federal laws.
    - b. **Comprehensive Commercial General Liability Insurance:** Coverage shall be on an "occurrence" basis. The insurance policy must have coverage for at least \$1,000,000 for each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 fire damage.
    - d. **Automobile Insurance:** To include all vehicles owners, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 per accident and for property damage and bodily injury with contractual liability coverage for all work performed.

Each City shall be named as an additional insured on separate individual comprehensive commercial general liability policy and the automobile insurance policy. All certificates of insurance must be on file with and approved by the Cities before commencement of any work activities under this winning proposal/awarded contract. Any and all deductibles to the above referenced policies are the responsibilities of the winning proposer. Insurance coverages procured by the winning proposer as required herein shall be considered, and the winning proposer agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any insurance , or self-insurance, available to the Cities, and that any other insurance, or self-insurance available to the Cities shall be considered secondary to, or in excess of, the insurance coverages(s) procured by the winning proposer as required herein. Such certificates must contain a provision for notification to the Multiple Cities Council (30) days in advance of any material change in coverage or cancellation.
  6. **INDEMNIFICATION:** The proposer shall defend, indemnify and hold harmless each City and each of the City's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collections expenses, attorney's fees, and court costs which may arise because of the negligence (Whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of proposer , its officers, agents or employees in performance or non-performance of its obligations under the agreement. The proposer shall hold each City harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors or omissions liability arising out of performance of the Agreement, unless such claims are the result each of the City's sole negligence. The proposer recognizes the broad nature of this indemnification and hold harmless clause, as well as the requirement to provide a legal defense to each City when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by each City in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. Compliance with any insurance requirements elsewhere within this proposal shall not relieve the proposer of its liability and obligation to defend, hold harmless and indemnify each City as set forth herein.
  7. **PROPOSAL OPENING:** Proposal opening shall be public on the date and time specified. Sealed proposals received by the City pursuant to invitations to proposal are exempt from the provisions of s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to Florida Statutes. 120.57(3)(a) or within 30 days after bid or proposal opening, whichever is earlier. In accordance with Florida Statute 119.071(1)(b)2, the names of the firms submitting a competitive solicitation will be read aloud at this time of the opening. No proposal may be modified after opening. No proposal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

8. **CLARIFICATION/CORRECTION OF PROPOSAL ENTRY:** Each City reserves the right to allow for the clarification of questionable entries and for the correction of OBVIOUS MISTAKES.
9. **INTERPRETATION:** No interpretation of the meaning of the specifications, or other contract documents will be made orally to any proposer. Every request for such interpretation must be in writing, addressed to Purchasing Services at 565 Cassia Blvd., Satellite Beach, FL 32937, or emailed to the attention of the City's Purchasing Agent, Anissa Calhoun, [acalhoun@satellitebeach.org](mailto:acalhoun@satellitebeach.org). To be given consideration, any requests for interpretation must be received at least five (5) business days prior to the date fixed for the opening of the proposal. Any and all such interpretation and supplemental instructions will be in the form of a written addendum. Failure of any proposer to receive any such addendum or interpretation shall not relieve said proposal from any obligation under the proposal as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful proposer received a copy of such addendum, it being understood that all proposers are responsible to verify that they have received any such addenda prior to submitting their proposal.
10. **EEO STATEMENT:** Proposers must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate. The City of Satellite Beach and Indian Harbour Beach are equal opportunity employers.
11. **PRICING:** Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges, fuel surcharges and delivery, unless otherwise indicated, to any point within the City to a secure area or inside delivery. All prices, costs, and conditions shall remain firm and valid for 90 days from the date of opening. The obligations of the City of Satellite Beach and Indian Harbour Beach under this award are subject to the availability of funds lawfully appropriated for its purpose by each Cities Council.
12. **ADDITIONAL TERMS & CONDITIONS:** The Cities of Satellite Beach and Indian Harbour Beach as it may be amended by the Cities as provided herein reserves the right to reject proposals containing any additional terms or conditions not specifically requested in the original conditions and specifications of the Request for Proposal.
13. **TAXES:** The Cities of Satellite Beach and Indian Harbour Beach are exempt from Federal excise taxes and all sales taxes.
14. **DISCOUNTS:** All discounts, EXCEPT THOSE FOR PROMPT PAYMENT, shall be considered in determining the lowest net cost for proposal evaluation purposes.
15. **MEETS SPECIFICATIONS:** All equipment and accessories furnished under the proposal specifications shall be new, the latest model in current production, and shall be of good quality, workmanship, and material. The proposer represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to. The proposer shall be responsible for performing the work necessary to meet Cities standards in a safe, neat, good, and workmanlike manner.
16. **BRAND NAME OR EQUAL:** If items called for by this invitation have been identified in the specifications by a "Brand Name or Equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and specifications of products that will be acceptable. Proposals offering "equal" products will be considered for award if such products are clearly identified in the proposal and are determined by the Cities to meet fully the salient specification requirements listed in the specifications. Unless the proposer clearly indicates in his proposal that he is offering an "equal" product, the proposal shall be considered as offering the same brand name product referenced in the specifications. If the proposer proposes to furnish an "equal" product, the brand name if any, or the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified.
- The evaluation of proposals and the determination as to equality of the product offered shall be the responsibility of the Cities and will be based on information furnished by the proposer. Purchasing Services is not responsible for locating or securing any information, which is not identified in the proposal and reasonably available to Purchasing Services. To ensure that sufficient information is available the proposer shall furnish as a part of the proposal, or prior to proposal opening, as indicated, all descriptive material necessary for Purchasing Services to determine whether the product offered meets the salient specs required by the specifications established by the Band Name and establish exactly what the proposer proposes to furnish and what the Cities would be binding itself to purchase by making an award.
17. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.
18. **ASSIGNMENT:** Any purchase order (PO) issued by the multiple cities pursuant to this proposal and the moneys, which may become due hereunder is not assignable except with the prior written approval of the individual Cities Managers.
19. **PATENTS AND ROYALTIES:** The proposer, without exception shall indemnify and save harmless the Cities of Satellite Beach and Indian Harbour Beach and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the Cities of Satellite Beach and Indian Harbour Beach. If the proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.
20. **TRAINING:** If specified, any winning proposer may be required at the convenience of the Cities, to provide employees training in the operation and maintenance of any items(s) purchased from this proposal.
21. **ACCEPTANCE:** Items may be tested for compliance with specification. Items delivered not conforming to specifications may be rejected and returned at winning proposer's expense. Those items not delivered as per delivery date in proposal and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Proposer. Any violations of these stipulations may also result in the Proposer name being removed from the proposal list and the Proposer disqualified from doing business with the Cities.
22. **WARRANTY:** The proposer agrees that, unless otherwise specified, the commodities and/or services furnished under this proposal shall be covered by the most favorable commercial warranty the proposer gives to any customer for comparable quantities of such commodities and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Cities by any other provision of this proposal.

23. **AWARDS:** The Cities of Satellite Beach and Indian Harbour Beach Councils will award individual contracts to the lowest and best responsible offeror. As the best interest of the Cities may require, the right is reserved to each of the Cities to make award(s) by individual items, group of items, all or none, or a combination thereof; on a geographical basis and/or on a countywide basis with one or more proposers; to reject any and all proposals or waive any minor irregularity or technicality in proposals received. Proposers are cautioned to make no assumptions unless their proposal has been evaluated as being responsive and qualified. All awards made as a result of this proposal shall conform to each of the applicable ordinances of the individual Cities. The Cities Council may return, for full credit, any unused items received which fail to meet the Council's performance standards. The Cities reserves the right to cancel an awarded contract upon due cause—i.e., Proposer misrepresentation, Proposers negligence, non-performance, etc. via written notice.
24. **CONFLICT OF INTEREST:** The award hereunder is subject to provisions of State of Florida Statutes. All Proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of City of Satellite Beach and Indian Harbour Beach. Further, all proposers must disclose the name of any Cities employee who owns, directly or indirectly, any interest in the proposer's firm or any of its branches.
25. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES:** The Cities of Satellite Beach and Indian Harbour Beach permits the awarded Proposer(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the Proposer's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded Proposer(s).
26. **DRUG-FREE WORKPLACE:** Whenever two or more proposals, which are equal with respect to price, quality, and service, are received by the Cities for the Purchasing of commodities or contractual services, a proposal received from a business that has implemented a drug-free workplace program per 287.087, Fla. Stat. shall be given preference in the award process.
27. **LOBBYING STATEMENT:** All Proposers are hereby placed on notice that the Cities Council and staff shall not be contacted about this Proposal. Firms and their agents are hereby placed on notice that they are not to contact members of the Cities Council or staff. Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/commodities requested by the Request for Proposal; and written correspondence concerning Proposals may be submitted to the multiple cities Manager. Failure to adhere to these requirements could result in Council action to disqualify your firm from consideration of award.
28. **PUBLIC ENTITY CRIMES:** All Proposers are hereby placed on notice that a person or affiliate who has been placed on the convicted Proposer list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in 287.017 Fla. Stat. for CATEGORY TWO (currently \$35,000) for a period of thirty-six (36) months from the date of being placed on the convicted Proposer list.
29. **DISCRIMINATORY PROPOSAL LIST:** An entity or affiliate placed on the Discriminatory Proposer List shall not submit a Proposal for a contract to provide goods or services to a public entity, shall not submit a Proposal on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit Proposals for leases of real property to a public entity, shall not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and shall not transact business with any public entity per 287.134(3)(d), Fla. Stat.
30. **SCRUTINIZED COMPANIES:** Section 287.135, Fla. Stat., prohibits agencies from contracting with companies for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to Section 215.473, Fla. Stat.
31. **LICENSES, CERTIFICATIONS, AND PERMITS:** The successful Proposer will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. **Submitted with the proposal, the proposer will be required to provide proof of license and/or certification.** The Brevard County Contractor Licensing Regulation & Enforcement (LR&E) office is responsible for the county licensing of trades: General Building, drywall, plumbing, electric, HVAC, roofing, etc. If you have questions concerning the licensing requirements for a Brevard County contractor's license, please Contact the Brevard County LR&E office at (321) 633-2058, option 0, for any questions.
- The awarded contractor shall fully comply with all federal and state laws, county and municipal ordinances and regulations in any manner affecting the performance of the work. The winning proposer is responsible for obtaining all permits necessary to construct the project. The Cities of Satellite Beach and Indian Harbour Beach do not exempt itself from permitting requirements. The Owner shall pay all permit, inspection and impact fees required for the project or services required under this contract; all other fees for permits required by agencies/municipalities other than the Cities shall be the responsibility of the awarded Contractor. A copy of issued permit shall be provided to the User Department of the City for their records.
32. **ERRORS:** In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the proposer's total offer will be adjusted accordingly.
33. **CANCELLATION AND REINSURANCE:** If any insurance should be canceled or changed by the insurance expiring during the period of this proposal award, the proposer shall be responsible for securing other acceptable insurance to provide the coverage specified in the proposal to maintain continuous coverage during the life of the award.
34. **INCURRED COST:** The City of Satellite Beach nor Indian Harbour Beach are not liable for any cost incurred by any proposer prior to an award. Costs for developing a response to this request for proposal, presentations or proposal protest are entirely the obligation of the proposer and shall not be chargeable in any manner to City.
35. **MATERIALS/COMMODITIES:** No materials or commodities for the work shall be purchased by the proposer or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller.
36. **SUBCONTRACTORS:** The proposer shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by him. The proposer shall require that their subcontractors comply with all obligations of the successful proposer.
37. **LITIGATION VENUE:** All litigation shall take place in a court of competent jurisdiction in Brevard County, Florida or in the United States Middle District Court of Florida, Orlando Division. The proposer waives venue or jurisdiction in any other court.

38. **ADDITION, DELETION, OR MODIFICATION OF SERVICES:** The Cities reserve the right at its sole discretion to increase, decrease, or delete any portion of this agreement/contract at any time without cause, and if such right is exercised by the Cities, the total fee shall be reduced by a prorated basis. If work has already been accomplished on the portion of the contract to be increased, decreased, or deleted, the contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the Cities, the contractor, and the Cities Manager upon completion of such portion.
39. **OPERATION DURING DISPUTE:** In the event the Cities have not canceled the contract in accordance with the terms of the contract, and there remains a dispute between the proposer and the Cities, the proposer agrees to continue to operate and perform under the terms of the contract while such dispute is pending. Further, the proposer agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate and fulfill the project scope until the final adjudication of such suit by the court.
40. **CONTRACT TERMINATION:** The contract resulting from this proposal shall commence upon issuance and acceptance of the fully executed contract. The contract may be canceled by the Winning Proposer, for good cause, upon ninety (90) days prior written notice. The Cities retain the right to terminate the contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by either party as provided herein, the Winning Proposer shall be paid for services performed through the date of termination.
41. **SPECIAL ACCOMMODATIONS:** In accordance with the Americans with Disabilities Act (ADA) and Section 286.26, Fla. Stat., persons with disabilities needing special accommodations to participate should contact the ADA Coordinator at (321) 733-4407 and must be made no later than 48 hours prior the public meeting/hearing in order to provide the requested service.
42. **PROPOSER RESPONSIBILITIES:** Proposers, by submitting a proposal, certify that it understands all planning, coordinating, and implementation of the described services shall be done through personal contact between the proposer and the Purchasing Agent, and that telephone contact and mail correspondence may, in some cases, not be appropriate. The Cities approved representatives of the proposer shall be available to meet with the Purchasing Agent, as may be required, to accomplish the Cities' objectives as effectively and efficiently as possible, during all phases of this agreement/contract/proposal.
43. **SUPERVISION OF CONTRACT PERFORMANCE:** The winning proposer's performance of the contract will be notified by the Public Works Director of each City. The winning proposer shall be notified of lack of performance in writing by the Public Works Director. If at any time during the term of the contract, performance satisfactory to the Public Works Director shall not have been made, the winning proposer, upon written notification by the individual City Manager, shall within three (3) days increase the force, tools and equipment as needed to properly perform the contract. The failure of the Public Works Director to file such notification shall not relieve the winning proposer of the obligation to perform the work at the time and in the manner specified by the contract. If the winning proposer does not increase the force or neglects to do the work properly, the Public Works Director can withhold a percentage of payment or withhold the entire dollar amount due as per the contract.
44. **MISUNDERSTANDING:** To prevent misunderstanding and any litigation, the individual City Manager and/or the Public Works Director shall decide any and all questions, which may arise concerning the quality and acceptability of the work, and services performed, the sufficiency of performance, the interpretation of the provisions of the contract, and the acceptable fulfillment of the contract on the part of the winning proposer. The City Manager and/or The Public Works Director will determine whether or not the amount, quantity, specs and quality of the work performed are satisfactory,
- which determination shall be final, conclusive and binding upon both the winning proposer and the City. The City Manager and/or the Public Works Director shall make such explanation as may be necessary to complete, explain, or make definite the provisions of the contract, and his findings and conclusions shall be final and binding upon both parties.
45. **GREEN PURCHASING POLICY:** The City of Satellite Beach promotes the purchase and use of Environmentally Preferred Products as defined by the United States Environmental Protection Agency. Environmentally Preferred Products (EPP) are those products and services that have a reduced effect on the human health and the environment when compared to other products and services that serve the same purpose. EPP produces encourage (1) waste reduction; reduced exposure to hazardous materials; (3) natural resource conservation; and (4) energy efficiency.
46. **MONITORING OF WORK:** The proposer shall provide the Public Works Director with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the contract. The proposer shall designate, in writing, a person to serve as liaison between the proposer and the City. The City Manager must approve of the liaison.
47. **PROMPT PAYMENT:** For payment promptness, the City of Satellite Beach shall remit payment in accordance with the Florida Prompt Payment Act, Section 218.70, Fla. Stat., et seq. The City of Satellite Beach does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Proposers may offer cash discounts for prompt payment but they will not be considered in determination of award. If a proposer offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last. Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all required inspections shall represent an incomplete invoice and will delay payment.
48. **RIGHT TO AUDIT RECORDS:** The Proposer shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the proposer in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the proposer for a period of three years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), Fla. Stat.
49. **UNAUTHORIZED ALIEN WORKERS:** The Cities of Satellite Beach and Indian Harbour Beach will not accept proposals from Proposers who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S. Code § 1324a(e) (Section 274A(e) of the Immigration and Nationality Act "INA"). The Cities shall consider a Proposer's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded proposal.

50. **COMPLIANCE WITH ORDERS AND LAWS:** Successful proposers shall comply with all local; state and federal directives, ordinances, rules, orders and laws as applicable to this Request for Proposal and subsequent contracting including, but not limited to
- Occupational, Safety and Health ACT (OSHA)**
  - Environmental Protection Agency 9EPA)**
  - National Institute of Occupational Safety Hazards (NIOSH)**
  - City of Satellite Beach, City Ordinances**
51. **CITY SEAL:** Use of the Cities Seal without the express approval of the Satellite Beach Council is a violation of 165.043, Fla. Stat. punishable as a misdemeanor.
52. **FLORIDA PUBLIC RECORDS LAW:** Both parties understand that the Cities are subject to the Florida Public Records Law, Chapter 119, Fla. Stat. and all other applicable Florida Statutes. If the materials provided by the Proposer do not fall under a specific exemption, under Florida or federal law, materials provided by the proposer to the Cities would have to be provided to anyone making a public records request. It will be the Proposers duty to identify the information, which it deems is exempt under Florida/federal law, and identify the statute by number, which exempts that information. Should any person or entity make a public request of the Cities— which requires or would require the Cities to allow inspection or provide copies of records which the proposer maintains are exempt from Public Records Law or are confidential—it shall be the proposers obligation to provide the Cities within 24 hours (not including weekends and legal holidays), of notification by the Cities to the Proposer of the request, of the specific exemption or confidentiality provision so the Cities will able to comply with the requirements of 119.07(1)(e) and (f) , Fla. Stat.

Should the Cities face any kind of legal action to require or enforce inspection or production of any records provided by the Proposer to the Cities which the proposer maintains are exempt or confidential from such inspection/production as a public record, then the Proposer shall hire and compensate attorney(s) who shall represent the interest of the Cities as well as the Proposer in defending such action. The proposer shall also pay any costs to defend such action and shall pay any costs and attorney fees, which may be awarded pursuant to 119.12, Fla. Stat. All material submitted becomes the property of the Cities and may be returned only at the Cities' option. The Cities have the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of any proposal does not affect this right.

53. **REFERENCE GIVEN TO COMMODITIES MANUFACTURED, GROWN, OR PRODUCED IN FLORIDA:** In accordance with 287.082, Fla. Stat., whenever two or more competitive sealed proposals are received, one or more of which relates to commodities manufactured, grown, or produced within this State, and whenever all things stated in such received proposals are equal with respect to price, quality, and service, the commodities manufactured, grown, or produced within this State shall be given preference.
54. **COOPERATIVE AGREEMENTS WITH OTHER GOVERNMENT AGENCIES:** The submission of a proposal in response to this Request for Proposals constitutes a contractual agreement, at the option of the Successful Proposer, for the same prices, terms and conditions, to other governmental and quasi-governmental agencies.
55. **UNAUTHORIZED ALIEN WORKERS:** The Cities of Satellite Beach and Indian Harbour Beach will not accept bids from Contractors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S. Code § 1324 a(e) (Section 274A(e) of the Immigration and Nationality Act "INA"). The Cities shall consider a Contractor's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded proposal. The CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Cities during the term of the Contract and shall expressly require any subcontractors performing work of providing services pursuant to the Contract to likewise utilize the [U.S. Department of Homeland Security's E-Verify system](#) to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. **If the Cities are unable to electronically verify the lowest responsive responsible contractor participates in the E-Verify Program; the lowest responsive responsible CONTRACTOR SHALL be required to submit a copy of the fully executed E-Verify Memorandum of Understanding before the Cities will enter into a contract or issue notice to proceed with contractor.**



**SPECIAL CONDITIONS****1. PROJECT OVERVIEW**

The Cities of Satellite Beach and Indian Harbour Beach are co-requesting a proposal through this RFP. The City of Satellite Beach and Indian Harbour Beach, Purchasing Services, is preparing for future Disasters by entering into individual pre-event contracts for debris removal monitoring services based on the results of this RFP. The City of Satellite Beach and Indian Harbour Beach will accept proposals from qualified contractors with experience in disaster debris removal monitoring services. It is the intent of the City of Satellite Beach and Indian Harbour Beach to award individual contracts to one (1) primary contractor and one (1) secondary contractor. The primary contractor will be responsible for all debris removal monitoring operations listed within this contract. The Cities reserve the right to activate both contractors at the same time dependent upon the severity of the storm and availability of the contractors.

The successful Proposer (Consultant) shall be responsible for monitoring the recovery efforts of the Cities Debris Removal Contractor (DRC) in the field in accordance with the Stafford Act and Federal Emergency Management Administration (FEMA) policies and guidelines. Services include monitoring debris collection, temporary debris storage and removal sites (TDSRS), as well as data reporting and other related services. Awarded proposer (Consultant) shall monitor the DRC's progress and suggest and assist with implementing recommendations to improve efficiency. The Cities of Satellite Beach and Indian Harbour Beach all have the right to increase or decrease the contractor's assignment and/or areas of operation within the scope of their contract.

The proposal should outline the ability to provide expert guidance with the current FEMA guidelines and regulations as they relate to disaster generated debris. All work will be in general conformity with the guidelines provided in FEMA Manual 325, latest revision.

**2. INFORMATION OR CLARIFICATION**

For information concerning procedures for responding to this proposal, contact Anissa Calhoun, Purchasing Services by email at [acalhoun@satellitebeach.org](mailto:acalhoun@satellitebeach.org). Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through Purchasing Services and posted to the City website at [www.satellitebeachfl.org](http://www.satellitebeachfl.org) and on line at the [Onvia Demandstar](http://Onvia Demandstar) website and on the [Venderlink.com](http://Venderlink.com) website. The Cities will not notify proposers of addenda. It is the sole responsibility of the proposers to check the websites prior to submitting a proposal to verify receipt of all documents to include written addendum. Proposers shall promptly notify Purchasing Services, prior to submission of their proposal, of any ambiguity, inconsistency or error, which they may discover upon examination of the proposal documents. No interpretation of the meaning of specifications or other documents will be made to any proposer orally, nor may proposer rely on any such pre-proposal statements in completing the proposal. Every request for such interpretation must be in writing addressed to Purchasing Services at 565 Cassia Blvd., Satellite Beach, FL 32937 or emailed to the attention of Anissa Calhoun at [acalhoun@satellitebeach.org](mailto:acalhoun@satellitebeach.org). To be given consideration, such requests must be received in writing no later than five (5) business days prior to the date for opening of the proposals.

**3. RECEIVING OF PROPOSALS**

Proposals must be received by the City of Satellite Beach City Clerk's office at 565 Cassia Blvd., Satellite Beach, FL 32937 **no later than 9/29/2020 at 2:00pm**. Proposals must be submitted on City format to be considered. Proposals shall be submitted in one (1) original and three (3) copies with the "Original" clearly marked. Paper documents must be provided, but should be accompanied by an equivalent electronic PDF file. Provide one original and three copies on paper, plus one (1) compact disc (CD) or USB flash drive.

**Note\*** Please ensure that if you use a third-party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your proposal only to the City Clerk's office at the above address. **Delivery via the USPS is at the Proposer's risk.** To be considered, **a proposal must be accepted in the City Clerk's office no later than the RFP closing date and time.** If the proposal is delivered anywhere else, it may not reach the City Clerk's office in time.

**4. BID BOND**

PROPOSAL SECURITY: Proposal Security shall be submitted by the proposer with their proposal package and shall be made payable to City of Satellite Beach, in an amount of ten-thousand dollars (\$10,000.00) and in the form of a certified or cashier's check or a Proposal Bond issued by a licensed Surety. The Proposal Bond shall be issued by a company having a registered agent in the State of Florida. Personal or business checks are not acceptable.

The Proposal Security of the successful Proposer will be retained until such Proposer has executed the agreement, whereupon the Proposal Security will be returned. If the successful Proposer fails to furnish the qualifications submittals or fails to execute and deliver the agreement within fifteen (15) days of the Notice of Award, the City will annul the Notice of Award and the Proposal Security of that Proposer will be forfeited. The Proposer Security of any Proposer whom the City believes to have a reasonable chance of receiving the award may be retained by the City until the ninety-first (91st) day after the Proposal Opening. Proposal Security of other Proposers will be returned approximately seven (7) days after the Proposal Opening.

**5. PRE-PROPOSAL MEETING**

A non-mandatory pre-proposal meeting/walk through shall be held on 9/10/2020 at 10:00am., located at the Satellite City Hall Council Chambers, 565 Cassia Blvd., Satellite Beach, FL 32937. Interested Proposers are highly encouraged to attend.

**6. TERM** - The period of the Agreement shall begin on the Effective Date of the Agreement, ending on September 30, 2021. This Agreement may, by mutual written assent of the parties, be extended for four (4) additional twelve (12) month periods.

**SECTION II**

**Disaster Debris Monitoring Services for the Cities of Satellite Beach  
and Indian Harbour Beach**



**SCOPE OF WORK**

The successful Proposer (Consultant) shall be responsible for monitoring the recovery efforts of the City of Satellite Beach and Indian Harbour Beach Debris Removal Contractor (DRC) in the field in accordance with the Stafford Act and Federal Emergency Management Administration (FEMA) policies and guidelines. Services include monitoring debris collection, Temporary Debris Storage & Removal Sites (TDSRS), as well as data reporting and other related services. Consultant shall monitor the DRC's progress and suggest and assist with implementing recommendations to improve efficiency.

The successful firm must adhere to all requirements and regulations established by FEMA, the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Natural Resources Conservation Service (NRCS), U.S. Army Corps of Engineers (USACE) and any other governmental agency with jurisdiction over response and recovery actions.

It is the Cities belief that the service required is adequately described herein. Therefore, any negotiated contract, which may result from this RFP, will include the entire effort required of the proposer to provide the service described.

**DEFINITIONS**

**Clean As You Go Policy** means clearing all debris from each street or work zone on the first pass, whenever possible.

**Construction and Demolition Debris (C&D Debris)** means damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning (HVAC) systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly as found in Chapter 62-701, Florida Administrative Code.)

**Consultant** means the successful Proposer, whether a corporation, partnership, individual or any combination thereof, and its successors, personal representatives, executors, administrators and assignees.

**Debris Removal Contractor (DRC)** means the firm under contract with the individual City to provide Disaster Debris Management services and its subcontractors.

**Electronic Waste (E-Waste)** means loosely discarded, damaged, obsolete, or broken electrical or electronic devices including, but not limited to, computers, computer monitors, televisions, and microwaves.

**Eligible Debris** as determined by FEMA Section #325 Debris Management Guide means debris resulting from a Presidentially declared disaster whose removal, as determined by the individual City Manager or his designee, is in the public interest because it is necessary to (1) eliminate immediate threats to life, public health and safety; (2) eliminate immediate threats of significant damage to improved public or private property; or (3) ensure economic recovery of the affected community to the benefit of the community at large.

**Federal Aid Eligible Roads** means roads that are paved, gravel or dirt and are eligible for repair or replacement. Roads not eligible for public assistance are private, homeowner association and roads that fall under the authority of the Federal Highway Administration.

**FDEP** means the Florida Department of Environmental Protection.

**FDOT** means the Florida Department of Transportation.

**FEMA** means the Federal Emergency Management Administration. **FFWC** means the

Florida Fish and Wildlife Conservation Commission. **FHWA** means the Federal

Highway Administration.

**Global Positioning System (GPS)** means a global navigation satellite system that provides location and time information in all weather conditions, anywhere on or near the Earth, where there is an unobstructed line of sight to four or more GPS satellites.

**Hazardous Waste** means materials and products from institutional, commercial, recreational, industrial, and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the U.S. Environmental Protection Agency: 1) toxic; 2) flammable; 3) corrosive; and/or 4) reactive, in accordance with Environmental Protection Agency (EPA) Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.

**Household Hazardous Waste** means used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the U.S. Environmental Protection Agency: 1) toxic; 2) flammable; 3) corrosive; and/or 4) reactive. Examples of Household Hazardous Waste include small quantities of normal household cleaning and maintenance products, latex and oil-based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, and propane gas cylinders in accordance with Environmental Protection Agency (EPA) Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.

**Hazardous Stump** means an uprooted tree or stump (i.e., 50% or more of the root ball is exposed) on a public right-of-way, improved public property or improved property owned by certain private nonprofit organizations, and the exposed root ball poses an immediate threat to life, public health and safety.

**Mixed Debris** means a mixture of various types of debris including, but not limited to, C&D Debris, White Goods, E-Waste, Household Hazardous Waste, metals, abandoned vehicles, tires, etc.

**Notice of Need** means the written notice given by the individual City Manager(s) to Consultant of the date and time the Consultant's representative is to be physically present in the City of Satellite Beach and the City of Indian Harbour Beach.

**Notice to Proceed** means the written notice given by the City Manager or Public Works Director of each individual cities to Consultant of the date and time for work to start.

**NRCS** means Natural Resources Conservation Service

**OSHA** means the U.S. Department of Labor's Occupational Safety and Health Administration.

**Project Manager** means the individual appointed annually by Consultant to be the Cities primary point-of-contact and who is responsible for all services and personnel that are provided by Consultant pursuant to this RFP and contract.

**Proposer** means any person, partnership or corporation submitting a proposal pursuant to this RFP.

**Temporary Debris Storage & Removal Site (TDSRS)** means a location where debris is temporarily stored, reduced, segregated, and/or processed prior to final disposal.

**Vegetative Debris** means clean, woody debris and other organic materials that can be chipped and mulched.

**White Goods** means all appliances; including, but not limited to, refrigerators, freezers, stoves, washers, dryers and HVAC units.

#### **PROJECT MANAGEMENT AND PROCESS OVERSIGHT**

Project management and process oversight activities shall include, but not be limited to, the following:

1. Consultant shall appoint a Project Manager for each individual city who will be the Cities primary point-of-contact and will be responsible for all services and personnel that are provided by Consultant. The Project Managers shall be appointed for a minimum of one (1) year to fully understand the scope and responsibilities of the recovery plan. It is recommended that personnel substitution commence at the annual meeting, which generally occurs in May.
2. The Project Manager and other key personnel shall report to the location designated by each individual City's Public Works Director / Assistant Director within twelve (48) hours of Notification of Need. Commencement of work shall begin within twenty-four (24) hours of issuance of Notice to Proceed. The Cities may issue Notice to Proceed twenty-four (24) to forty-eight (48) hours prior to a storm event depending upon the magnitude of the event to allow sufficient time to prepare for commencement of operations.
3. The Project Manager shall assist the Cities in developing a Debris Removal Action Plan for the specific occurrence. Consultant may also be requested to assist in other debris recovery planning efforts, such as identifying adequate TDSRS, estimating debris quantities, and developing disaster plans for debris clearance following a disaster event.
4. The Project Manager shall attend all meetings and briefings designated by the individual Cities. Daily meetings will be conducted by the Cities with Consultant, DRC and other essential personnel in order to confirm daily debris recovery activities and schedules, address and resolve problems, and discuss progress of the debris recovery effort.

5. Consultant shall provide trained personnel to observe, direct and document the activities of the DRC. Consultant shall be responsible for scheduling work for all its personnel on a daily basis. Consultant shall assist the Cities in coordinating work assignments for the DRC.
6. Consultant shall monitor the DRC's progress and record the progress daily, including mapping all streets and locations where debris was collected. Electronic monitoring is required.
7. The expectation is that the consultant shall be operational at the completion of the first push (first 70 work hours). DRC and Cities employees will report to the Field Operations Center to obtain work orders and field monitors from the Consultant before work is commenced. Consultant shall also prepare project worksheets, right-of-entry forms, and any other required forms for the work group.
8. Consultant shall track and coordinate with Cities personnel to respond to problems in the field and to citizen's complaints, including commercial or residential property damage claims as a result of debris removal.
9. Consultant shall prepare FEMA worksheets and review such worksheets with Cities staff.
10. Consultant shall provide the following annual services at no cost to the Cities contained herein:
  - Consultant shall attend one (1) meeting annually; generally held in May.
  - Consultant shall prepare and present a written plan of operations, including a clear description of the percentage of work Consultant may subcontract out and a list of subcontractors, at an annual meeting with each individual City.
  - Consultant shall annually review and visit, with each City staff, the TDSRS to be used during the coming year.
  - Consultant shall provide phone consultations and reference information to the individual City staff upon request.

#### **DOCUMENTATION AND REIMBURSEMENT**

1. Consultant shall use electronic load tickets that provide real-time and automated reporting for all eligible debris. Consultant shall ensure that digital load tickets meet the requirements of FEMA and all other Federal or State reimbursement agencies.
2. Consultant shall be responsible for retaining completed digital load tickets into a master electronic file and providing a summary spreadsheet identifying each truck and ticket.
3. Consultant shall document all recovery work to ensure that proper records are maintained for load tickets and recovery costs for reimbursement purposes. During the first seventy (70) work hours following a presidential declared disaster, this may require documenting times that DRC manpower and equipment used in order to document reimbursements. This shall also include any photographs or other means of confirming debris load information for reimbursement purposes.
4. Consultant shall assist the Cities in preparing reports necessary for reimbursement by FEMA, FHWA and any other applicable Federal, State or local agencies.
4. Consultant shall provide daily reports throughout the disaster event, including updates for the daily briefing meetings; reports on the review and validation of the DRC; cubic yard/tonnage reports that provide the number of trucks and volume/tonnage of debris received at each TDSRS as well as a total for all TDSRS; and a final report following completion of debris recovery operations.
5. The Consultant shall retain records as specified by **Attachment A, Federal Contract Provisions** and **Attachment B – FHWA Form 1273.**

**FIELD COLLECTION MONITORING**

To obtain FEMA reimbursement for Eligible Debris, all loads must be monitored in the field by collection monitors. Specific activities shall include, but not be limited to, the following:

1. Consultant shall provide personnel to serve as Field Monitors and Field Supervisors. The primary function of the Field Monitors is to verify that debris picked up by the DRC recovery crews is Eligible Debris and to issue debris load tickets for such Eligible Debris. Field Supervisors shall oversee and coordinate the work of the Field Monitors.
2. Consultant shall have trained Field Monitors and Supervisors to ensure that proper FEMA documentation protocol requirements are instituted and followed. Consultant shall equip all Field Monitors with vehicle transportation and with state-of-the-art technology, which shall include cameras, computers, communication devices, GPS devices, and other equipment as deemed necessary and/or appropriate.
3. Consultant will have Field Monitors stationed at designated TDSRS Towers. Consultant will also have roving monitors that will observe DRC operations to ensure that only Eligible Debris is removed from the areas designated by the Cities and to verify the proper loading and compaction of debris into debris recovery equipment. Photographs of debris shall be taken as directed by the Cities to verify the source and type of debris for reimbursement purposes. Trucks that are observed picking up material outside of the designated rights-of-way or that is ineligible will have all loads hauled that day deducted and the load tickets invalidated.
4. If a Field Monitor finds that the DRC's work is not performed as specified by the Cities, the Field Monitor shall notify their field supervisor. The Consultant should then notify the individual City Manager or designee in order to issue a stop work order. All stop work orders must be documented and reported to the individual City's Project Manager.
5. Field Monitors shall survey their assigned areas for special needs and record detailed information, including GPS and photo documentation, specific location, specific threat, and any special circumstances regarding the following: Hazardous Stumps, and leaning trees (leaners), as well as, a random sample of hanging limbs (hangers). For Hazardous Stumps, Field Monitors shall also record the stump's diameter measured two feet up the trunk from the ground and the quantity of material to fill the hole. Field Monitors shall also document, in detail, removal of the Hazardous Stumps, leaners or hangers.
6. Field Monitors shall enforce the DRC's Clean as You Go Policy.

**TDSRS MONITORS**

Consultant shall provide Site Monitors for each TDSRS. TDSRS locations will be provided to the Consultant when the contract is activated. Consultant shall be prepared for the Cities to begin hauling debris to the TDSRS within twelve (12) hours after commencement of clean-up operations. TDSRS Monitor responsibilities shall include, but not be limited to, the following:

- Ensure all loads of debris brought to the site by the DRC and all loads of debris exiting the site are documented with properly completed load tickets. By signing the load ticket, the Site Monitor is certifying that all information on the document is complete and accurate, including load volumes.
- Photograph loads of debris, as directed by the Cities, and record load information on the photograph.
- Collect all load tickets and provide copies of them to the DRC's designated personnel.
- Obtain and verify the DRC's fleet documentation. Consultant will obtain from the DRC such documentation, including the make; model; license plate number; DRC equipment number; measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to transport debris; and any other information necessary to comply with FEMA requirements. The measured volume shall be calculated from actual physical measurement performed by DRC and the reported volume shall be the same as shown on the signs affixed to each piece of equipment.
- Certify all debris vehicles at the TDSRS beginning twenty-four (24) to forty-eight (48) hours after the storm passes. Consultant shall update the fleet documents as the DRC adds or deletes vehicles from the collection fleet or when measurement calculations are modified through the random verification process. Consultant shall also periodically and randomly perform volume capacity verifications of recovery vehicles.
- Verify that all DRC equipment has been completely emptied prior to leaving the TDSRS.
- Observe all vehicles entering and exiting the TDSRS to ensure that all vehicles are in good repair and safe with secure sideboards and tailgate.

Consultant shall provide or arrange for field operation trailers and generators at all TDSRSs for use by its staff.

Consultant shall be responsible for the following items at all TDSRS:

- Verify that all sites have access control and security.
- Monitor the type of debris entering the sites, classify debris by FEMA protocols and ensure each type of waste is placed in the proper location.
- Assist with coordinating the logistics of the site to ensure efficient traffic flow.
- Conduct periodic safety inspections to ensure the DRC is complying with safety regulations such as utilizing spotters, properly controlling traffic and wearing proper safety equipment.
- Be responsible for end-of-day activities such as ensuring all operations have ceased for the day and all sites are closed and secured.
- Report safety or other hazards to the Cities.

#### **OTHER RELATED SERVICES**

Consultant shall provide other related services as requested by the Cities. Such services may include, but would not be limited to, the following:

- Perform damage assessments to determine areas impacted, quantities of debris and types of debris.
- Assist the Cities in obtaining any necessary permits, licenses and certificates as may be required to perform debris management work and in clarifying and resolving any compliance issues.
- Provide training to Cities staff as directed by the Project Manager.
- Be prepared with appropriate supervisors, staff, and watercraft to oversee clearing of debris from canals and waterways.

#### **CONSULTANT PERSONNEL**

Consultant shall secure, at its expense, all necessary personnel required to perform the services under this RFP. Such personnel shall not be employees of or have any contractual relationship with the Cities or the individual City's DRC.

Consultant shall have a professional staff with the knowledge, skills and training to monitor the disaster recovery process efficiently and effectively. Extensive knowledge of FEMA, FHWA, NRCS, FDOT, FDEP, FFWC and other applicable Federal, State or local agency laws, regulations and policies is required.

Consultant and Project Manager shall have experience in the FHWA, FEMA, and other applicable Federal, State, and/or local programs to assist the Cities in its disaster response and recovery efforts. Proper documentation by Consultant as required by FHWA and FEMA is required for all debris removal monitoring operations to ensure reimbursement to the Cities from the appropriate agency. If necessary, Consultant's personnel shall possess any certifications or licenses that are required by Federal, State or local law in order to perform such services.

At the annual meeting with the Cities, Consultant shall submit an operations report that identifies key personnel and positions/classifications dedicated to this contract. Consultant shall update the operations report for any changes such as additions or deletions of staff. Any changes in key personnel, such as, but not limited to, the Project Manager and Field Supervisors, must be approved by each City. The Cities retains the right to request personnel replacements.

Consultant's staffing plan shall include the positions listed below. Consultant may use other positions as necessary and as approved by the Cities. All such positions and applicable hourly rates, inclusive of any associated costs to provide services, shall be listed in the Price Proposal Form provided herein.

- Data Entry – Responsible for tracking, verifying, and entering load tickets into a database application, digitizing source documentation.
- Data Manager – Responsible for overseeing the processing of load ticket information and ensure documentation is maintained in accordance with all federal, state and local requirements.

- Debris Site Security – Unarmed and non-sworn security at TDSRSs and Drop-Off Sites when sites are not open.
- Field Monitor – Responsible for overseeing the DRC’s debris recovery activities and issuing load tickets.
- Field Supervisor – Responsible for a crew of Field Monitors.
- GIS Specialist – Responsible for coordinating GIS application with Cities GIS staff members.
- Project Manager – Primary point-of-contact to the Cities and overall responsible for all Consultant services and personnel.
- Recovery / Grant Management Analyst – Assist in the preparation and submittal of FEMA documentation.
- Recovery / Grant Management Consultant – Manage the preparation and submittal of FEMA documentation.
- TDSRS Monitor – Responsible for recording the volume of debris brought to a TDSRS by the DRC.

Consultant’s TDSRS personnel must wear OSHA-required safety equipment whenever on a TDSRS and must adhere to all DRC site safety requirements. Field personnel shall be identifiable with safety vests and vehicle placards.

It is each City’s belief that the service required is adequately described herein. Therefore, any negotiated contract, which may result from this RFP, will include the entire effort required of the proposer to provide the service described.

#### **LIQUIDATED DAMAGES**

Should the CONTRACTOR fail to complete requirements set forth in this scope of work, the CITIES shall suffer damage. The amount of damage suffered by the CITIES is difficult, if not impossible, to determine at this time. Therefore, the CONTRACTOR shall pay the CITIES, as liquidated damages, the following:

- \$5,000.00 per calendar day of delay to mobilize in the CITIES with the resources required to begin emergency roadway debris removal operations, within twenty-four (24) hours of being issued a Task Order.
- \$1,000.00 per load of disaster debris collected in the CITIES that is not monitored Application of liquidated damaged does not release the CONTRACTOR of all liability associated with hauling and depositing material to an unauthorized location.
- The amounts specified above are mutually agreed upon as reasonable and proper amount of damage the CITIES should suffer by failure of the CONTRACTOR to complete requirements set forth in the scope of work.



## SECTION III

### Disaster Debris Monitoring Services for the Cities of Satellite Beach and Indian Harbour Beach



**REQUEST FOR PROPOSAL TIME LINE**

The **anticipated** schedule for this RFP is as follows:

Proposal Issue Date	9/3/2020
Pre-Proposal Meeting	9/10/2020 10:00am
Deadline for Questions	9/22/2020 5:00pm
Submission Deadline (RFP close date)	9/29/2020 2:00pm
RFP Opening Date	9/29/2020 2:00pm
Short List Created	TBD
Interviews/Presentations	TBD if Needed
Final Selection	TBD
Council Consideration	TBD
Contract Award	TBD
Contract Effective Date	TBD

**EVALUATION PROCEDURE**

All proposals will be subject to a review and evaluation process. It is the intent of the cities that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The Cities will consider all responsive and responsible proposals received in its evaluation and award process.

Proposals shall include all of the information solicited in this RFP deemed pertinent to the understanding and evaluating of the proposal. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on the criteria herein addressed.

An adjective-based scoring system shall be applied to the non-price factors throughout the evaluation process for the evaluation of the written responses and the oral presentation/informal interviews (if requested). A score of 0 is the least favorable and a score of 5 is the most favorable in all sections. For evaluation purposes, the term “Responsible” means: A business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required and be able to fully document the ability to provide good faith performance.

The Proposer’s response will be scored by Committee members in accordance with the following scale:

**Description**

- 0= No information provided for the specific criteria. Proposer failed to address the criteria. No documentation was provided.
- 1= **“Poor”**: Proposal is lacking or inadequate in most basic requirements for the specific criteria.
- 2= **“Below Average”**: Proposal meets many of the basic requirements for the specific criteria, but is lacking in some essential aspects.
- 3= **“Average”**: Proposal adequately meets the minimum requirements of the specific criteria, and is generally capable of meeting each City’s needs.
- 4= **“Above Average”**: Proposal more than adequately meets the minimum requirements of the specific criteria, and exceeds those requirements in some aspects.
- 5 = **“Excellent”**: Proposal exceeds the minimum requirements in most aspects of the specific criteria.

NOTE: The Committee member’s score times the “weighted value” assigned to the different sections listed here equals the total score for that section. (EXAMPLE: Maximum score of **5 X’s** weighted value of **10** = Maximum of **50-Points**).

Proposers submitting the required criteria will have their proposals evaluated by an evaluation committee and scored for the non-price factors to include technical response, qualifications and experience. Weights for cost and location will not be assigned by the evaluation committee.

During the evaluation process and at the sole discretion of the Cities, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the Cities in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the Cities may have on a proposer's submittal. After written clarification is completed, the Committee members will have an opportunity to revise their individual scores for the non-price factors.

### **CRITERIA**

Proposers shall include the following information in their written response document.

- Sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page.
- **Submit packages in the format outlined below. Use of this format is MANDATORY.**
- **Submittals should be concise and provide only the information requested. Additional data will not be considered.**

#### **Title Page: (Non-scored)**

Title Page shall show the request for proposal's subject, title and proposal number; the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.

#### **Tab 1 - Transmittal Letter: (Non-scored)**

The response shall contain a cover letter signed in blue ink by a person who is authorized to commit the offeror to perform the work included in the proposal, and should identify all materials and enclosures being forwarded in response to the RFP.

#### **Tab 2 – Completed Forms: (Non-scored)**

- Proposer's Information Form (page1)
- Check List of Submittal Requirements (page 2)

#### **Tab 3 - Table of Contents: (Non-scored)**

The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

#### **Tab 4 - Executive Summary: (Non-scored)**

The Executive Summary of the proposal shall be limited to three single-spaced typewritten pages. The purpose of the Executive Summary is to provide a high-level description of the offeror's ability to meet the requirements of the RFP to include a statement that they are financially capable to perform the scope of work required for this project.

#### **Tab 5 - Summary of Qualifications: (maximum 5 x 7 = maximum 35 points)**

##### **Provide the following information:**

- Firm's background, including the number of years the firm has been involved with disaster debris monitoring; principals of the company; organization of the management team; and the firm's history and experience working with debris removal companies or major subcontractor(s).
- List the name, title or position and project duties of those persons who will have a management or senior position working with the Cities if awarded this contract. For each individual, include a resume or summary of qualifications and experience that demonstrates the person's knowledge and understanding of the types of services to be performed.
- Provide documentation that demonstrates the firm's knowledge of Federal, State, and local laws and regulations governing this type of work and familiarity with FEMA, NRS, FHWA, FDOT, FDEP, FFWC, and other Federal, State and local regulatory agencies.
- Description of the firm's experience and success in filling and receiving Federal (FEMA, FHWA, etc.) and State reimbursements for disaster recovery work.

#### **Tab 6 – Approach/Operational Plan for City: (maximum 5 x 4 = maximum 20 points)**

Proposer should describe its proposed plan for providing the services identified in this RFP. Proposer should highlight proven strategies and demonstrate its willingness to design the best response plan to meet the City of Satellite Beach and the City of Indian Harbour Beach's needs in the event of a disaster. This section should demonstrate the firm's ability to manage tasks simultaneously and expeditiously and to resolve problems, as well as to handle multiple contractual obligations in the event of a regional or statewide disaster involving a number of public entity clients under contract for similar support. At a minimum, the Proposer should include the following:

- Response times and operational plans for monitoring debris recovery and TDSRS to ensure FEMA guidelines are met and to provide adequate fraud protection for the Cities.
- Procedures for documentation and verification functions.
- An organizational chart noting supervisory and other key personnel, the team, and project management structure, and the ratio of supervisors to field staff.

**Tab 7 – Resource & Availability: (maximum 5 x 4 = 20 points)**

This section shall clearly define the availability of the Proposers managers and key personnel, as well as demonstrate the Proposer’s financial capability. At a minimum, the Proposer shall provide the following:

- Estimate of the Proposers current workload and future commitments to other disaster monitoring contracts both in man-hours per year and as a percentage of total workload for all key project personnel.
- List of all current contractual obligations within Florida for similar disaster monitoring services and consultant’s management and supervisory personnel assigned to or proposed for each contract. The Proposer should explain its plan for managing multiple contracts in the event of a regional or statewide disaster, and the company’s ability to respond to the Cities with the full force of manpower committed in its proposal.
- Narrative of financial capability and resources. The Cities reserves the right to request in a separate sealed envelope, exempt from Public Records Law, with the Proposer’s Balance Sheet and Statement of Profit and Loss for the preceding two (2) calendar or fiscal years, certified by either an appropriate Corporate Officer or an independent Certified Public Accountant.

**Tab 8 – Past Performance: (maximum 5 x 2 = 10 points)**

Proposer shall provide information that documents its ability to successfully and reliably perform the types of services required in this RFP. At a minimum, the Proposer shall provide the following:

- Description, references and contact information for at least three (3) full-service Disaster Debris Monitoring contracts in which the Proposer, or principals assigned the project, successfully performed work as the primary contractor. Preferably, references should be United States government entities and have populations of at least 110,000 residents.
- List of all government agencies in Florida for which it provided disaster debris monitoring services within the last five (5) years. Proposer should note whether it was part of a joint venture and if it was the primary or secondary consultant. Proposer should provide the following information for each agency: government agency name, address, phone number and e-mail address;

project/event title; contact person and telephone number; contract term; performance period; fees charged for services provided during each year; and a brief description of the work completed.

Using the form enclosed (page 25) or on Proposer’s form, containing the same information, provide list of references, preferable in the southeastern United States.

*NOTE: The Cities may, at its sole discretion, require a complete list of customers from proposer(s) being considered for award. At the discretion of the Evaluation Team, the Procurement Chairman may request and tabulate written references and make a report to the Team or assign a Team member to do so. Reference checks are typically completed on the short-listed firms only; however, the Cities reserves the right to expand reference checks to other firms or during other phases of the evaluation process. Consideration of responses received from reference checks may be given during the final selection process.*

- List of all closed, active, and pending FEMA disputes, audits, or lawsuits, and the judgment or outcome of each, involving the corporation, partnership or individuals with more than ten percent (10%) interest that are related to the services to be provided under this RFP.
- List and explanation of all unrecovered FEMA reimbursements that occurred on Disaster Debris Monitoring projects for which the Proposer served as the primary consultant during the last five (5) years.

**Tab 9- Proposed Cost: (maximum 20 points)**

All costs associated with delivering the requested services shall be detailed in the format requested on pages 27 through 30.

Calculation of points for cost will be completed as described in the following **EXAMPLE**. Lowest Cost Proposed with a weighted multiplier of 85% of an available 100% total value (85-points):

	PROPOSAL COST	LOWEST COST PROPOSED	% OF LOW	MULTIPLIER	TOTAL POINTS ASSIGNED
Company #1	\$100,000.00	\$100,000.00	100.0%	85	85.0
Company #2	\$108,000.00	\$100,000.00	92.6%	85	78.7
Company #3	\$120,000.00	\$100,000.00	83.3%	85	70.8

**Tab 10 - Additional Required Proposal Submittal Forms: (Non-scored)**

Identical Tie Proposal Sheet (if applicable); Insurance Acknowledgement Form; Non-Collusion Affidavit; DUNS, CCR and Certification Regarding Debarment Form, Certification Regarding Lobbying, Corporate Resolution,

**Quality of Proposal Submittal: (maximum 5 x 1 = maximum 5 points)**

Completeness of the proposal document and degree to which it responds to and complies with all of the requirements and

requests for information; to include use of tabbed format and inclusion of information placed in the appropriate sections (Tabs).

### **SELECTION PROCESS**

In general, the Cities wish to avoid the expense to the Cities and to proposers of unnecessary oral interviews. Therefore, the Cities will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Procurement Department to schedule the top ranked firm(s) for oral presentations/interviews.

Formal Oral Presentations/Interviews (If Requested) (maximum 5 X 2 = maximum 10 points)

The Cities may choose to conduct oral interviews with, or receive oral presentations from, one or more of the proposers. If the Cities chooses to allow oral interviews and/or presentations, such interviews or oral presentations are exempt from Public Meeting requirements (Section 286.011, Florida Statutes).

The Cities' Procurement Department will establish the schedule and proposers will be notified within a reasonable time period (generally 7-calendar days) in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to proposers with the notifications.

The Cities will allot equal time for each proposer divided into three sequential parts: formal presentations, questions and answers, and discussion.

Oral interviews/presentations will provide an opportunity for the proposers to demonstrate their ability to use time efficiently, effectively and economically. The times allotted are maximums and no firm will be penalized for using less than the allotted time.

### **FINAL RANKING AND RECOMMENDATION FOR AWARD**

After Oral Presentations/Interviews, the Committee members will have the opportunity to score oral presentations/interviews for all selected proposers and determine a final ranking of proposers considered to be most capable of performing the required project in the best interest of the Cities.

The Committee's final ranking will be provided to the Purchasing Departments. Additional clarification may be requested during this process. The Purchasing Departments will work with the Department Directors for recommendation and award of contracts where the value is less than \$100,000.00.

In the event of contract awards that are equal to or in excess of \$100,000.00, the Cities will rank all complete written proposals received and/or formal presentations/interviews in order of preference and submit this ranking to the Purchasing Department. The Purchasing Department will make a recommendation for further action, if required by Ordinance, to the City Managers for review and placement on the Agenda for consideration by the City Councils. The Purchasing Departments decision (or City Council's when required by Ordinance) will be final.

## SECTION IV

### Disaster Debris Monitoring Services for the Cities of Satellite Beach and Indian Harbour Beach



**Disaster Debris Monitoring Services for the Cities of Satellite Beach and Indian Harbour Beach**

**RFP#19-20.07  
PROPOSAL FORM  
Sheet 1 of 2**

The undersigned declares that, after examining the Proposal Documents for the above referenced project, she/he does hereby submit a response to the proposal and warrants that:

- a. She/he is an officer of the organization.
- b. She/he is authorized to offer a proposal in full compliance with all requirements and conditions, as set forth in the RFP.
- c. She/he has fully read and understands the RFP and has full knowledge of the scope, nature, quantity and quality of the work to be performed, and the requirements and conditions under which the work is to be performed.
- d. If the proposal is accepted, a Purchase Order and/or Contract will be issued as proposed subject to any revisions mutually agreed-upon by the City and the Proposer.

**ACH PAYMENTS**

Does your company accept ACH Payment Method? \_\_\_\_\_ Yes / \_\_\_\_\_ No

**ADDENDUM ACKNOWLEDGMENT**

Proposer acknowledges receipt of amendments by indicating amendment number and its date of issue.

Add. No. \_\_\_\_\_ Dated \_\_\_\_\_ // Add. No. \_\_\_\_\_ Dated \_\_\_\_\_

Add. No. \_\_\_\_\_ Dated \_\_\_\_\_ // Add. No. \_\_\_\_\_ Dated \_\_\_\_\_

**I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications and pricing for Proposal RFP#19-20.07 /Disaster Debris Monitoring Services for the Cities of Satellite Beach and Indian Harbour Beach.**

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_ AUTHORIZED

SIGNATURE \_\_\_\_\_ PRINTED

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_\_ TELEPHONE # \_\_\_\_\_ FAX # \_\_\_\_\_

\_\_\_\_\_

EMAIL \_\_\_\_\_

**PROPOSAL FORM**  
**Disaster Debris Monitoring Services for the Cities of Satellite Beach and Indian Harbour Beach**  
**SHEET 2 OF 2**  
**FEE SCHEDULE**

Proposer shall provide hourly rates for the following key personnel and services. These rates shall include all applicable taxes, benefits, handling charges, overhead and profits (including lodging, meals and transportation); and all fees associated with the use of an ADMS handheld, if applicable.

Item #	POSITION	HOURS **	HOURLY RATE	TOTAL PRICE (Hours x Hourly Rate)
1	Data Entry	360	\$	\$
2	Data Manager	360	\$	\$
3	Debris Site Security	360	\$	\$
4	Field Monitor	360	\$	\$
5	Field Supervisor	360	\$	\$
6	GIS Specialist	360	\$	\$
7	Project Manager	360	\$	\$
8	Recovery / Grant Management Analyst	360	\$	\$
9	Recovery / Grant Management Consultant	360	\$	\$
10	TDSRS Monitor	360	\$	\$
<b>TOTAL PROPOSAL PRICE</b>				<b>\$</b>

*\*\* Hours shown above are for price proposal evaluation purposes only and do not represent actual or anticipated volume of contract work.*

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

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Printed Name & Title

\_\_\_\_\_  
 City, State, Zip Code

\_\_\_\_\_  
 Company

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

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Fax Number

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

\_\_\_\_\_  
 Cell Phone Number



**Disaster Debris Monitoring Services for the  
Cities of Satellite Beach and Indian Harbour  
Beach  
RFP#19-20.07  
REFERENCE FORM**

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided.

**Note:** A contact person shall be someone who has personal knowledge of the proposer’s performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the City may be calling them. Do not list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: \_\_\_\_\_  
 Date of Services: \_\_\_\_\_  
 Description of Services: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City, State, ZIP Code: \_\_\_\_\_  
 Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

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Ref #2. Customer/Client: \_\_\_\_\_  
 Date of Services: \_\_\_\_\_  
 Description of Services: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City, State, ZIP Code: \_\_\_\_\_  
 Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

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Ref #3. Customer/Client: \_\_\_\_\_  
 Date of Services: \_\_\_\_\_  
 Description of Services: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City, State, ZIP Code: \_\_\_\_\_  
 Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

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Ref #4. Customer/Client: \_\_\_\_\_  
 Date of Services: \_\_\_\_\_  
 Description of Services: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City, State, ZIP Code: \_\_\_\_\_  
 Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

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Ref #5. Customer/Client: \_\_\_\_\_  
 Date of Services: \_\_\_\_\_  
 Description of Services: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City, State, ZIP Code: \_\_\_\_\_  
 Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

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PROPOSER NAME \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 PRINTED SIGNATURE \_\_\_\_\_  
 AUTHORIZED SIGNATURE \_\_\_\_\_  
 TELEPHONE # \_\_\_\_\_ FAX# \_\_\_\_\_ DATE \_\_\_\_\_  
 EMAIL \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes and says that:

- (1) He/she is \_\_ of \_\_\_\_\_, \_\_\_\_\_ Title Firm/Company the Proposer that has submitted the attached Proposal.
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal.
- (3) Such Proposal is genuine and is not a collusive or sham Proposal.
- (4) Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other Proposer, firm or person, to submit a collusive or sham Proposal in connection with the Agreement for which the attached Proposal has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of Satellite Beach or Indian Harbour Beach, Florida, or any person interested in the proposed Agreement.
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

(Signed) \_\_\_\_\_

\_\_\_\_\_  
(Title)

STATE OF FLORIDA  
COUNTY OF  
BREVARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
(Signature of Notary Public)  
\_\_\_\_\_  
(Name of Notary Typed, Printed  
or Stamped) Notary Public  
\_\_\_\_\_  
(Serial Number)

**EXAMPLE SERVICE  
AGREEMENT FOR  
DISASTER DEBRIS MONITORING SERVICES FOR THE  
CITIES OF SATELLITE BEACH AND INDIAN HARBOUR  
BEACH**

**THIS AGREEMENT**, made this \_\_\_\_ day of, \_\_\_\_\_ 2020, by and between the \_\_\_\_\_ (CITY NAME) (CITY ADDRESS), a Florida municipal corporation and political subdivision of the State of Florida, hereinafter referred to as City and CONTRACTOR NAME (FEI/EIN Number \_\_\_\_\_), CONTRACTOR ADDRESS, hereinafter referred to as "Contractor", for the term specified herein, with the City having the option to extend this Agreement for an additional period of time, upon mutual agreement of the parties, therefore, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

**WITNESSETH:**

**I. DOCUMENTS**

The following documents are hereby incorporated into and made part of this agreement.

- (i) Specifications and Contract Documents prepared by the City of Satellite Beach and Indian Harbor Beach, Disaster Debris Monitoring Services RFP #19-20.07
- (ii) Proposal for the City of Satellite Beach and Indian Harbour Beach, FL prepared by Contractor dated \_\_\_\_\_, 2020, (Exhibit B).

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. Specific direction from the City Manager (or designee).
- B. This Agreement dated \_\_\_\_\_, 2020 and any attachments, including Federal Contract Requirements and FHWA 1273.
- C. Exhibit A
- D. Exhibit B

**II. SCOPE**

The Contractor is to perform the Work under the general direction of the City as defined in the Request for Proposal and amendments, if any, the Request for Proposal and any amendments thereto being attached hereto as Exhibit "A" (CITY's Request for Proposal documents), incorporated by reference herein and made a part thereof as fully as if herein set forth.

Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the Work.

By signing this Agreement, the Contractor represents that it has thoroughly inspected the work site (as described in the Documents) and the weather, soil and water conditions that may affect it, and has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the work and the conditions under which the work is to be performed.

**III. TERM OF AGREEMENT**

The period of this Agreement shall begin on the Effective Date of the Agreement, ending on September 30, 2021. This Agreement may, by mutual written assent of the parties, be extended for four (4) additional twelve (12) month periods.

**IV. COMPENSATION**

The Contractor agrees to provide the services and materials as specified in its proposal to the City at the unit price cost specified in said proposal, Exhibit B, and amendments, if any, the proposal and

any amendments thereto being attached hereto as Exhibit "B", incorporated by reference herein and made a part hereof as fully as if herein set forth.

The amount as specified in Exhibit "B" may be increased or decreased by the City under this Agreement, through the issuance of a written Addendum.

Any prices specified in this Agreement or Addendum thereto, will remain firm for the term of this Agreement or Addendum period.

**V. PAYMENT**

Upon acceptance of work by using department of the City, employees and others, the City shall make payment to the Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using City department. All invoices shall be directed to the Accounts Payable Section, City of Satellite Beach, 565 Cassia Blvd, Satellite Beach, FL 32937.

**NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY PURCHASE ORDER NUMBER.**

**VI. GENERAL CONDITIONS****A. Patents**

The Contractor shall pay all royalties and assume all costs arising from the use of, including but not limited to, any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. For other good and valuable consideration, Contractor shall, at its own expense, hold harmless and defend the City, and all persons and entities defined as the "City" elsewhere in this Agreement (hereinafter and through the Agreement as "City"), against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of the United States or any other country. The Contractor shall pay all damages and costs awarded against and/or assessed or paid by the City and acknowledges other and additional good and valuable consideration for this provision. This provision is supplemental to the following Section B.

**B. Indemnification**

For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor, including but not limited to the Contractor's officers, officials, employees, representatives, agents, contractors officers, etc., subcontractors and their officers, etc. (hereinafter Contractor) hereby agrees to indemnify, hold harmless and defend the City of Satellite Beach, including but not limited to its officers, agents, subcontractors, officers, officials, representatives, volunteers, employees and all those others acting on the City's behalf (hereinafter City) against any and all liability, loss, cost, damages, expenses, claims or actions of whatever type or nature, including but not limited to attorney and expert fees and suit cost, for trials and appeals, that the City may pay, sustain, or incur arising wholly or in part due to any negligent or deliberate act, error or omission of Contractor in the execution, performance or non-performance or failure to adequately perform Contractor's obligation pursuant to this Agreement.

Nothing contained in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28. No claim or award against the City shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest.

In addition, Contractor shall indemnify, defend and hold harmless City against all liability, costs, expense, expert witnesses' fees, attorney's fees, claims, losses or damages that the City may incur arising from the following:

1. A violation by Contractor of any applicable federal, state or local law, rule or regulation including, without limitation, performance conditions in this Agreement;
2. Any penalty or fine incurred by or assessed against City to the extent caused by any act of the Contractor;
3. Any injury, illness, disease, death or other harms suffered or incurred by any employee of Contractor, resulting from the failure of Contractor to comply with applicable health and safety procedures, regardless of whether or not the entity involved has adopted OSHA or EPA safety and health protocols and procedures;
4. Any patent or copyright infringement by Contractor;
5. Any lien or other claim by contractor inconsistent with this Agreement;
6. Any obligation of City resulting from Contractor's errors, omissions or breach of obligation.

**C. Environmental Health and Safety**

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all federal, state and local requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

Nothing contained in this Agreement shall affect Contractor's status as an independent contractor. Contractor shall ensure that the provisions of this Agreement are made binding on all persons or entities who perform on Contractor's behalf. A violation of this provision shall be considered to be a material and substantial breach of this Agreement.

**D. Termination**

The City reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to terminate.

The City may terminate with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of the City.

In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the contractor of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the City.

**E. Notice of Deficiency**

If the Contractor is notified in writing of a fault, deficiency or error in the equipment, materials, Work or criminal records of employees provided within ten (10) days from the discovery of any fault, deficiency or error of the Work, the Contractor shall, at the City's option, either: 1) re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or 2) refund to the City, any amounts paid by the City that are attributable to such portions of the faulty, defective or erroneous Work, including the costs for re-performance of the work provided by other Contractors.

**F. Default**

An event of default shall mean a breach of this Agreement by Contractor as determined by City. An event of default shall include but not be limited to the following:

- Contractor has not performed services on timely basis;
- Contractor has refused or failed to supply enough properly-skilled personnel;
- Contractor has failed to make prompt payment to subcontractors or suppliers for any services;
- Contractor has failed to fulfill representations made in this Agreement;
- Contractor has refused or failed to provide the Services as defined in this Agreement; or
- Contractor has failed to timely address a fault, deficiency or error in the equipment, materials, Work or criminal records of employees as provided in the Notice of Deficiency.

If a contractor is in default on its contract with the City, the City shall follow the procedures contained herein:

- a. The City shall notify, in writing, the Contractors to adhere to contract terms and conditions. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure within a reasonable time period. The notice will also provide that, should it fail to perform within the time provided, the contractor will be found in default and removed from the City's approved vendor list.
- b. Unless the Contractor corrects its failure to perform within the time provided, or unless the City determines on its own investigation that the Contractor's failure is legally excusable, the City shall find the Contractor in default and shall issue a second notice stating (i) the reasons the Contractor is considered in default, (ii) that the City will reprocure or has reprocured the commodities or services, and (iii) and the amount of the reprocurement if known.
- c. The defaulting Contractor will not be eligible for award of a contract by the City until such time as the City is reimbursed by the defaulting Contractor for all reprocurement costs. Reprocurement costs may include both administrative costs and costs or price increases incurred or to be incurred as a result of the reprocurement.
- d. Pursuant to Section 38.14, Procurement Code of Ordinance, the defaulting Contractor will be advised of their right to initiate written protest proceedings pursuant to Section 38.13 of the Procurement Ordinance within five (5) business days after the date of notification.
- e. Until such time as it reimburses the City for all reprocurement costs and the City is satisfied that further instances of default will not occur, the defaulting Contractor shall not be eligible for award of a contract by the City. To satisfy the City that further instance will not occur; the defaulting Contractor shall provide a written corrective action plan addressing the original grounds for default.

The forgoing provisions do not limit, waive or exclude the City's remedies against the defaulting contractor at law or in equity.

**G. Warranty**

The Contractor warrants that the Work including, but not limited to the equipment, materials and employees provided shall conform to professional standards of care and practice in effect at the time the Work is performed, shall be of the highest quality and be free from all faults, defects or errors. Whenever required by the specifications of the Request for Proposal, the Contractor warrants that all equipment and materials provided shall be new. If the Contractor is notified in writing of a fault, deficiency or error in the equipment, materials, Work or criminal records of employees provided within ten (10) days from the discovery of any fault, deficiency or error of the Work, the Contractor shall, at the City's option, either: 1) re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or 2) refund to the City, any amounts paid by the City that are attributable to such portions of the faulty, defective or erroneous Work, including the costs for re-performance of the work provided by other Contractors.

**ALL EQUIPMENT AND MATERIALS PROVIDED AND USED BY THE CONTRACTOR SHALL BE MERCHANTABLE AND BE FIT FOR THE PURPOSE INTENDED. THE CONTRACTOR SHALL BE LIABLE FOR SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE RESULTING FROM ANY WORK PERFORMED UNDER THIS AGREEMENT.**

**H. Time of Completion**

The parties understand and agree that time is of the essence in the performance of this Agreement. Neither the Contractor nor the City shall be liable for any loss or damage resulting from any delay or failure to perform its contractual obligations within the time specified due to but not limited to acts of God, any force majeure, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, natural or man-made disasters, or any other causes, contingencies or circumstances not subject to either the Contractor's or City's control, that prevent or hinder the performance of the Contractor's or City's contractual obligations. Any such causes of delay, even though existing on the date of the Agreement or on the date of the start of Work, shall extend the time of the Contractor's or City's performance by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City may at its discretion, cancel this Agreement at its sole discretion for the convenience of the City and the Contractor shall only be entitled to compensation for all work satisfactorily performed and the limitation of damages provision contained in Section VII - LIMITATION OF LIABILITY shall apply.

**I. Liquidated Damages**

Parties agree that damages are difficult to determine but the following liquidated damages are agreed to be a reasonable cost for any delays: If the Contractor shall neglect, fail or refuse to complete the Work within the time specified, or any proper extension thereof granted by the City, then the Contractor hereby agrees, as part consideration for awarding the Agreement, to pay the City the sum of One-Hundred Dollars (\$100.00), for each and every calendar day that the Contractor shall be in default after the time stipulated in the Agreement for completing the Work. The Contractor and City acknowledge and agree that said sum is not a penalty but liquidated damages for breach of contract.

The City and Contractor agree that the damages that will be incurred by the City as a result of Contractor's delay in meeting a completion date are of a kind difficult to accurately estimate, and the Contractor further agrees that the amount herein provided is a reasonable forecast of the damages that will actually be incurred by the City in the event of any such delay and not a penalty.

**J. Insurance Requirements:**

The Contractor, and its subcontractors, subconsultants, assignees and suppliers, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:

- a. **Commercial General Liability:** The contractor shall provide combined single minimum limits of \$1,000,000.00 each occurrence / \$1,000,000.00 general aggregate for bodily injury and property damage liability. This shall include premises/operations, products, completed operations, personal and advertising injury, and contractual liability, specifically confirming and ensuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing to any insurance maintained by the City of Satellite Beach and shall name the City of Satellite Beach as an additional insured. The policy of insurance shall be written on an "occurrence" basis and form.



**b. Automobile Liability:**

Contractor shall provide minimum limits of liability of \$1,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:

- Owned Automobiles
- Hired Automobiles
- Non-Owned Automobiles

**c. Umbrella / Excess Liability:**

Contractor shall provide umbrella/excess coverage with limits of no less than \$1,000,000.00 excess of Commercial General Liability, Automobile liability and

Employers Liability. **\*\*This coverage is optional if the Contractor has \$2,000,000 General Aggregate under the Commercial General Liability Policy\*\***

**d. Workers' Compensation Coverage:**

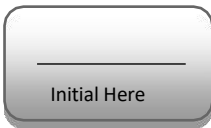
Full and complete Workers' Compensation Coverage, including coverage for Employer's Liability, as required by State of Florida law, shall be provided. **Should the Named Vendor utilize a Professional Employer Organization, said Vendor acknowledges and agrees that all employees sent to the City of Satellite Beach MUST be included on that PEO roster.**

**Insurance Certificates:**

The (CONTRACTED CITY) is to be specifically included as an additional insured on all certificates of insurance (with exception to Workers Compensation).

**Waiver of Subrogation is required for Commercial General Liability and Automobile Liability.** All certificates must be received prior to

commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty - (30) days prior to said expiration date. The certificate shall provide a thirty - (30) day notification clause in the event of cancellation or modification to the policy.



The Contractor shall declare any self-insured retention or deductible amount in excess of \$5,000 for any policy. The City reserves the right to reject any self-insured retention or deductible in excess of \$5,000.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the contractor to ensure that all subcontractors comply with the insurance requirements set forth in this Agreement. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier.

Contractor shall obtain insurance on an "occurrence" basis if such insurance is available at commercially reasonable premium costs. Any insurance on a "claim made" basis shall be maintained for at least three (3) years after acceptance of the Work.

**K. Acceptance**

The City will be deemed to have accepted the Work after the Purchasing Agent is notified by the appropriate City department(s) of its satisfaction that the work for their respective department(s) is completed.

**L. Correction of Work**

The Contractor shall promptly correct all Work rejected by the City for failing to conform to this Agreement. The Contractor shall bear all costs of correcting such rejected Work.

**M. Right to Audit Records**

The City reserves the right to audit the records of the Contractor related to this Agreement at any reasonable time during the prosecution of the work included herein and for a period of three (3) years after termination of the date of the contract. The Contractor agrees to provide copies of any records necessary to substantiate payment requests to the City as may be requested by the City, solely at the cost of reproduction.

**N. Public Records**

The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records law. Specifically, the Contractor shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service.
- b. Provide the agency with access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfers to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of the Contractor to comply with the provisions set forth in this section shall constitute a material breach of Agreement and shall be cause for immediate termination of the Agreement.

**If the Contractor has questions regarding the application of Chapter 119 Florida Statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records at the City of Satellite Beach purchasing and Contracts Division, 565 Cassia Blvd, Satellite Beach, Florida 32937; 321-773-4407; or [acalhoun@satellitebeach.org](mailto:acalhoun@satellitebeach.org).**

**O. Time is of the Essence**

The parties agree that time is of the essence in the completion of the Work called for under this Agreement. By executing this Agreement, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

The Contractor agrees that all Work shall be prosecuted regularly, diligently, and uninterrupted at such a rate of progress that will ensure full completion thereof within the time specified.

**P. Information**

All information, including but not limited to data, documents, plans, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to this Agreement, excluding previously copywritten materials, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

**Q. Extra Work**

The City, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by written Addenda to this Agreement, and shall be executed under the applicable conditions of the Agreement.

If the Contractor plans to make a claim for an increase in the Agreement price or an extension in the Agreement Schedule/Term, written notice shall first give to the City within ten (10) calendar days after the occurrence of the event giving rise to such a claim. The Contractor shall give this written notice to the City, together with written approval secured from the Purchasing Agent before proceeding to execute the Work.

No claim for extra work will be considered valid by the City unless first approved by the City in writing with Contractor's claim submitted in writing.

**R. Familiarity with The Work**

The Contractor by executing this Agreement acknowledges full, total and complete understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for or be bound by

any claimed misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as its stated unequivocal commitment to fulfill all the conditions referred to in this Agreement.

**S. Title and Risk of Loss**

The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work.

**T. Independent Contractor, Assignment and Subcontracts**

In the performance of the Work, Contractor shall operate and have the status of an independent contractor and shall not act as or be an agent or employee of City.

This Agreement cannot be assigned without the written approval of the City. Assignment may be made solely at the discretion of the City, and the City's decision will be final. Contractor shall obtain the consent of City, in writing, of each subcontractor it intends to use before entering into a contract with any subcontractor.

Contractor shall advise each prospective subcontractor of these requirements and shall assure that each subcontractor complies with them.

**U. Inspection and Non-Waiver**

Contractor shall permit the representatives of City to inspect and observe the Work at all times.

The failure of City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as waiver of City’s right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

**V. Notices**

All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following: To the Contractor:

To the City: (CITY ON CONTRACT)

(City Address)

With a copy to:

City Manager

(City ON CONTRACT)

(City Address)

**W. No Liens**

Contractor acknowledges that Contractor or any other person directly or indirectly acting for or through Contractor are legally unable to file a mechanic’s or construction lien against the real property on which the work is performed or any part thereof or against any personal property or improvements thereon or make a claim against any monies due or to become due from the City to Contractor for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, Contractor agrees to inform all subcontractors of such inability and further agrees to satisfy, remove, or discharge any liens or claims that may be filed at its own expense by bond, payment, or otherwise within twenty (20) days of the filing thereof or from receipt of written notice from the City.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining such. If Contractor shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation hereby, include attorney’s fees, litigation costs, fees and expenses and all court costs and assessments.

**VII. LIMITATION OF LIABILITY**

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City’s liability for any cause of action arising out of this Agreement. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor’s recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the

contract value less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the City shall include attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest. This section shall not prevent the City from taking corrective action against the Contractor.

**VIII. MISCELLANEOUS PROVISIONS**

- A. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.
- B. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless written and signed by the City Manager.
- C. The Contractor shall procure all permits, licenses, and certificates for the proper execution and completion of the Work under this Agreement, including any approvals of plans or specifications as may be required or federal, state and local laws, ordinances, rules, and regulations.
- D. Award of this contract shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.
- E. This Agreement shall be governed by and construed according to the laws of the State of Florida, and the rights of the parties hereto shall be construed and be subject to the laws of the State of Florida. The parties hereby waive the right to a trial by jury in any action, proceeding or counterclaim brought or filed by either of them against the other. Venue for any court action arising out of this Agreement shall be in Brevard County, Florida.
- F. The undersigned hereby certify that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that he/she is authorized to enter into this Agreement and to execute it on behalf of the Contractor as the act of the said Contractor, and the City will rely upon such execution by the Contractor's representative.
- G. This Agreement is for the exclusive benefit of the parties. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.
- H. This Agreement, including Exhibits "A" and "B", contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
- I. If any term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of this Agreement shall be unaffected thereby and each remaining term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals on the date first written above

Approved by City Council On: \_\_\_\_\_

**CITY OF SATELLITE BEACH, FLORIDA**

ATTEST:

\_\_\_\_\_  
(Acting, City Clerk)

By: \_\_\_\_\_  
(Acting, City Mayor)

**CONTRACTOR**

WITNESS:

\_\_\_\_\_  
Name – Printed

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip

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

## Attachment A

**FEDERAL CONTRACT PROVISIONS** - Contractor agrees to recognize and comply with all applicable standards, orders or regulations issued pursuant to Appendix II of 2 CFR Part 200. Standards, orders or regulations that are not applicable to the scope of work will not be required of the Contractor.

### **ACCESS TO RECORDS [All FEMA grant / cooperative agreement programs]**

The following access to records requirements applies to this contract:

1. The contractor agrees to provide the Cities, (insert name of recipient), the Federal awarding agency Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The contractor agrees to provide the Federal awarding agency Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.
4. The contractor shall retain records for three (3) years after the termination date of the contract.

### **BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED) [All FEMA grant / cooperative agreement programs]**

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

For contracts over \$100,000, please sign and return the separate document called **CERTIFICATION REGARDING LOBBYING** with your submittal.

### **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT [all contracts over \$100,000.00]**

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

### **COMPLIANCE WITH THE COPELAND 'ANTI-KICKBACK' ACT [Emergency Management Preparedness Grant Program, Homeland Security Grant Program; does NOT apply to other FEMA grant / cooperative agreement programs including Public Assistance Program; all construction contracts in excess of \$2,000.00 including CDBG]**

1. 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 contract.
2. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal awarding agency 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.

3. 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.P.R.§ 5.12.

**COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS [All FEMA grant / cooperative agreement programs]**

This is an acknowledgement that Federal awarding agency financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, Federal awarding agency policies, procedures and directives.

**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT [All FEMA grant / cooperative agreement programs over \$100,000.00 including CDBG]**

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. 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, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) 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 (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) 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 (2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

**DAVIS BACON ACT** as amended (40 U.S.C. 3141-3144, and 3146-3148). [Emergency Management Preparedness Grant Program, Homeland Security Grant Program; does NOT apply to other FEMA grant / cooperative programs including Public Assistance Program; all construction contracts in excess of \$2,000.00 including CDBG]

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis- Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5 "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be



required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

#### **DEBARMENT AND SUSPENSION [All FEMA grant / cooperative agreement programs]**

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

Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the Proposer must certify the following, as required by the regulations implementing Executive Order 12549. Contractor's certification is a material representation upon which the contract award was based.

##### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions**

###### Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of

records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, 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 prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### **DHS SEAL, LOGOS AND FLAGS [All FEMA grant / cooperative agreement programs]**

The contractor shall not use the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials without specific Federal awarding agency pre-approval.

#### **ENERGY EFFICIENCY [all construction contracts in excess of \$2,000.00 including CDBG]**

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan as defined in *F.S. 163.08 Supplemental Authority for Improvements to Real Property*.

#### **EQUAL EMPLOYMENT OPPORTUNITY [All FEMA grant / cooperative agreement programs; CDBG]**

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

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

- (4) The contractor will send to each labor union or representative of workers with which it has a

collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**(5)** The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

**(6)** The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

**(7)** In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**(8)** The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **HANDICAPPED ACCESSIBILITY – SECTION 504 [CDBG]**

Section 504 of the Rehabilitation Act of 1973 provides that no qualified person with handicaps shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance (Ref: Sec 794 24 CFR Part 8).

#### **LEAD-BASED PAINT (Housing Built Before 1978) – 24 CFR Part 35 [CDBG]**

Any housing unit that is rehabilitated with CDBG funds meets the Lead Safe Housing Rule. This rule applies to all housing built prior to 1978. The amount of work required will depend on the amount of Federal assistance per unit or the rehab hard costs per unit, whichever is lower.

#### **MINORITY BUSINESSES AND WOMEN'S BUSINESSES [Applicable to all including CDBG]**

As required by CFR Title 2, §200.321 (b)(6), Contractor must take the following affirmative steps in the hiring of any subcontractors:

- i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's enterprises; and
- v) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**NO OBLIGATION BY FEDERAL GOVERNMENT [All FEMA grant / cooperative agreement programs]**

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.

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS [All FEMA grant / cooperative agreement programs]**

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

**PROCUREMENT OF RECOVERED MATERIALS [All FEMA grant / cooperative agreement programs; CDBG]** 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:

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

**RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement", the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

## Attachment B

FHWA-1273 -- Revised May 1, 2012

### REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

#### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minorities, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

**III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

**IV. DAVIS-BACON AND RELATED ACT PROVISIONS**

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

**1. Minimum wages**

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or



will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency 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 the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**4. Apprentices and trainees**

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes' clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and

7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

**2. 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, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) 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 (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency 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 (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

**VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

**VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

**VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

**IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

**1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. 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 any Federal 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.

b. 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 Federal 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.

2. 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. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT B Cont. –****EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
  - a. To the extent that qualified persons regularly residing in the area are not available.
  - b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
  - c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



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

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

1. This sworn statement is submitted to the Cities of Satellite Beach and Indian Harbour Beach.

by: \_\_\_\_\_

(print individual's name and title)

for: \_\_\_\_\_

(print name of entity submitting sworn statement)

whose business address is:

\_\_\_\_\_

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

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

\_\_\_\_\_ - \_\_\_\_\_.)

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

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control 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 person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Agreement and which bids or applies to bid on Agreements for the

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

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 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 INTO AN AGREEMENT 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 Printed Name

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Personally, known \_\_\_\_\_  
OR  
Produced identification \_\_\_\_\_ Notary Public – State of \_\_\_\_\_

\_\_\_\_\_  
Type of identification My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed or stamped name of notary public

## **Drug Free Workplace Certification Form**

In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services; a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied respondents have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1) notify employees that as a condition of working on the commodities or contractual services that are under contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo-contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
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 respondent complies fully with the above requirements.

---

Respondent's Signature

- SAMPLE

**PERFORMANCE BOND**

STATE OF FLORIDA  
THE CITY OF \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_ as Principal, hereinafter called Contractor, and \_\_\_\_\_ as Surety, hereinafter called Surety, are held and firmly bound unto the City of \_\_\_\_\_, Florida, as obligee, hereinafter called the City of \_\_\_\_\_, in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_, 20\_\_\_\_, entered into a Contract with City of \_\_\_\_\_ for:

PROJECT CONSISTS OF:

in accordance with all specifications contained within this proposal RFP#19-20.07 which is by reference made a part hereof and is hereinafter referred to as the Bid and/or proposal resulting contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that, if the Principal shall in all respects promptly and faithfully perform and comply with the terms and conditions of said PROPOSAL and/or resulting contract and its obligations there under and shall indemnify the City of \_\_\_\_\_ and save it harmless against and from all costs, expenses and damages arising from the performance of said PROPOSAL and/or resulting contract or the repair of any work there under, then this obligation shall be void; otherwise, this Bond shall remain in full force and effect, in accordance with the following terms and conditions:

1. The Principal and Surety jointly and severally agree to pay the City of \_\_\_\_\_ any difference between the sum to which the said Principal would be entitled on the completion of the Contract, and that sum which the City of \_\_\_\_\_ may be obliged to pay for the completion of said work by BID and/or resulting contract or otherwise, and any damages, direct or indirect or consequential, **including without limitation those for delay**, expenses, costs, and attorney's fees including appellate proceedings, which the said the City of \_\_\_\_\_ may sustain on account of such work, or on account of the failure of said Contractor to properly and in all things, keep and execute all of the provisions of said Contract.
2. And this Bond shall remain in full force and effect for a period of one (1) year from the date of acceptance of the project by the City of \_\_\_\_\_ and shall provide that the Contractor guarantees to repair or replace for said period of one (1) year all work performed and materials and equipment furnished that were not performed or furnished according to the terms of the BID and/or resulting contract, and shall make good, defects thereof which have become apparent before the expiration of said period of one (1) year. If any part of the project, in the judgment of the City of \_\_\_\_\_ < for the reasons above stated needs to be replaced, repaired or made good during that time, the City of \_\_\_\_\_ shall so notify the Contractor in writing. If the Contractor refuses or neglects to do such work within five (5) days from the date of service of such Notice, the City of \_\_\_\_\_ shall have the work done by others, and the cost thereof shall be paid by the Contractor or its Surety.
3. And the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the PROPOSAL and/or proposal resulting contract or to the work to be performed there under or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive Notice of any change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.
4. The surety presents and warrants to the City of \_\_\_\_\_ that they have a Best's Key Rating Guide General Policyholder's Rating of " \_\_\_\_\_ X \_\_\_\_\_ " and Financial Category of "Class \_\_\_\_\_ B \_\_\_\_\_".

IN WITNESS WHEREOF, the above bounded parties executed this instrument under their several seals, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, A.D., the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS:

(If Sole Ownership or Partnership, two (2) Witnesses required).

(If Corporation, Secretary Only will attest and affix seal).

PRINCIPAL:

\_\_\_\_\_  
\_\_\_\_\_  
Authorized Officer [Affix Seal]

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Title  
\_\_\_\_\_  
Business Address  
\_\_\_\_\_  
City State

WITNESS:

\_\_\_\_\_ [Affix

\_\_\_\_\_  
Corporate Surety

\_\_\_\_\_  
Attorney-in-Fact Seal]

\_\_\_\_\_  
Business Address  
\_\_\_\_\_  
City State

\_\_\_\_\_  
Name of Local Insurance Agency

Phone ( ) \_\_\_\_\_

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Principal in the within bond; that \_\_\_\_\_ who signed the said bond on behalf of the Principal, was then \_\_\_\_\_ of said Corporation; that I know the signature, and that the signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

\_\_\_\_\_  
Secretary Seal \_\_\_\_\_ Corporate

STATE OF FLORIDA

THE CITY OF \_\_\_\_\_

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared \_\_\_\_\_ to me well known, who being by me first duly sworn upon oath, says that this person is the Attorney-in-Fact, for the \_\_\_\_\_ and that this person has been authorized by \_\_\_\_\_ to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of \_\_\_\_\_, Florida.

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A.D.

[Attach Power of Attorney to Original Bid Bond and Financial Statement from Surety Company]

\_\_\_\_\_  
Notary Public  
State of Florida-at-Large

My Commission Expires \_\_\_\_\_

\* \* \* \* \*

END OF PERFORMANCE BOND

SAMPLE

- **SAMPLE**  
**PAYMENT BOND**  
STATE OF FLORIDA  
THE CITY OF \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_ as Principal, hereinafter called Contractor, and \_\_\_\_\_ as Surety, hereinafter called Surety, are held and firmly bound unto the City of \_\_\_\_\_ of Brevard County, Florida, as obligee, hereinafter called City of \_\_\_\_\_, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_, 20\_\_\_\_, entered into a Contract with City of \_\_\_\_\_ for:  
Emergency Response & Disaster Recovery Services

PROJECT CONSISTS OF

**The furnishing of emergency response, disaster recovery, and debris management and removal after a storm, natural disaster or similar event**

In accordance with all specifications contained within this proposal, which is by reference made a part hereof and is hereinafter referred to as the PROPOSAL and/or resulting contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that, if the Principal shall promptly make payments to all claimants, as herein below defined, then this obligation shall be void; otherwise, this Bond shall remain in full force and effect, subject to the following terms and conditions:

1. A claimant is defined as any person supplying the Principal with labor, material and supplies, used directly or indirectly by the said Principal of any subcontractor in the prosecution of the work provided for in said Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the City of \_\_\_\_\_ that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after performance of the labor or after complete delivery of materials and supplies by such claimant, may sue on this Bond for the use of such claimant, prosecute the suite to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The City of \_\_\_\_\_ shall not be liable for the payment of the costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
  - a. Unless claimant, other than one having a direct contract with the Principal, shall within ninety (90) days after such claimant's performance of the labor or complete delivery of materials and supplies, deliver to the Principal written notice of the performance of such labor or delivery of such material and supplies and the nonpayment therefore.
  - b. After the expiration of one (1) year from the performance of the labor or completion of delivery of the materials and supplies; it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof such limitations shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  - c. Other than in a state court of competent jurisdiction in and for the City of \_\_\_\_\_ or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The Principal and the Surety jointly and severally, shall repay the City of \_\_\_\_\_ any sum which the City of \_\_\_\_\_ may be compelled to pay because of any lien for labor or materials furnished for any work included in or provided by said Contract.
5. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of or addition to the terms of the Contract or to the work to be performed there under or the Specifications applicable thereto shall in any way affect its obligations on this Bond, and the Surety hereby waives notice of any such change, extension of time, alterations of or addition to the terms of the Contract, or to the work or to the Specifications.

6. The Surety represents and warrants to the City of \_\_\_\_\_ that they have a Best's Key Rating Guide General Policyholder's rating of " \_\_\_\_\_ X \_\_\_\_\_ " and Financial Category of "Class \_\_\_\_\_ A \_\_\_\_\_ ".

IN WITNESS WHEREOF, the above bounded parties executed this instrument under their several seals, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, A.D., the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS:  
(If Sole Ownership or Partnership, two (2) Witnesses required).

(If Corporation, Secretary Only will attest and affix seal).

PRINCIPAL:

\_\_\_\_\_

Authorized Officer

[Affix Seal]

Title

Business Address

City

State

SURETY:

Corporate Surety

Attorney in Fact

[Affix Seal]

Business Address

City

State

Name of Local Insurance Agency  
Phone ( ) \_\_\_\_\_

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

WITNESS:

\_\_\_\_\_

SAMPLE



CERTIFICATES AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Principal in the within bond; that \_\_\_\_\_ who signed the said bond on behalf of the Principal, was then \_\_\_\_\_ of said Corporation; that I know the signature, and that the signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

\_\_\_\_\_  
Secretary Corporate Seal

STATE OF FLORIDA  
THE CITY OF \_\_\_\_\_

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared \_\_\_\_\_ to me well known, who being by me first duly sworn upon oath that this person is the Attorney-in-Fact, for the \_\_\_\_\_ and that this person has been authorized by \_\_\_\_\_ to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of \_\_\_\_\_, Florida.

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A.D.

[Attach Power of Attorney to Original Bond and Financial Statement from Surety Company]

\_\_\_\_\_  
Notary Public  
State of Florida-at-Large

My Commission Expires \_\_\_\_\_

\* \* \* \* \*  
- END PAYMENT BOND -

**Disaster Debris Monitoring Services for the Cities of Satellite Beach and Indian Harbour Beach  
RFP#19-20.07**

**STATEMENT OF NO PROPOSAL**

NOTE: If you do not intend to proposal on this requirement, please return this form to:

The City of Satellite  
Beach 565 Cassia Blvd.  
Satellite Beach, FL 32937

We the undersigned have declined to proposal on your Proposal No. RFP#19-20-.06for the following reason(s):

\_\_\_\_ Specifications too "restrictive," i.e., geared toward one brand or manufacturer only (*please specify below*)

\_\_\_\_ Insufficient time to respond to the Request for Proposal

\_\_\_\_ We do not offer this commodity/service or equivalent

\_\_\_\_ Our product schedule would not permit us to perform

\_\_\_\_ Specifications unclear (*please specify below*)

\_\_\_\_ Unable to meet bond or insurance requirements

\_\_\_\_ Remove our company from Proposer database for this commodity/service

\_\_\_\_ Other (*please specify below*)

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PLEASE PRINT

COMPANY NAME \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

PRINTED SIGNATURE \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

