



**REQUEST FOR PROPOSAL
BARBY LANE AND INDIAN DRIVE
DRAINAGE IMPROVEMENTS PROJECT**

CITY OF BELLE ISLE

**1600 Nela Avenue
Belle Isle, Florida 32809**

**Telephone: (407) 851-7730
Fax: (407) 240-2222**

Bid# 22-07

November 2022

REQUEST FOR PROPOSAL



Table of Contents

SECTION NO	TITLE	PAGE
	Bid Cover Page	1
	Table of Contents	2
 Bidding Requirements and Contract Forms		
00030	Advertisement for Bids	3
00100	Instructions to Bidders	4
00300	Bid Form	7
	• Drug Free Work Place Certification	9
	• Public Entity Crimes – Sworn Statement	10
00700	Project General Conditions	11
00800	Additional Supplemental Contract Conditions	17

(Attached Separately)

Agreement Between Owner and Contractor for Construction Contract

- Exhibits to Agreements

Standard General Conditions of the Construction Contract

Supplementary Conditions of the Construction Contract

Project Specifications:

Division 01 - General Requirements

Division 02 – Existing Conditions

Division 31 – Earthwork

Division 32 – Exterior Improvements

Division 33 – Utilities



Advertisement for Bids

00030

The City of Belle Isle, Florida is requesting sealed bids for completing the **Barby Lane and Indian Drive Drainage Improvements Project**, including all labor, materials and equipment. The bids will be received at the Office of the City Clerk, City Hall, 1600 Nela Avenue, Belle Isle, Florida, 32809, **until December 1, 2022, no later than 3:00 pm (EST)** at which time bids will be opened in the Council Chambers Room at 1600 Nela Avenue, Belle Isle, FL 32809 and publicly read aloud. Bids received after the above time and date will be returned unopened.

There will be a MANDATORY pre-bid meeting at the site. Before submitting a bid, each Bidder shall have the opportunity to thoroughly examine the Project and fully understand the conditions that in any way may affect the work proposed. This is a mandatory meeting; however failure to inspect the Site will in no way relieve the successful Contractor from the necessity of furnishing any materials or performing any labor necessary for the satisfactory completion of the work.

The pre-bid meeting is scheduled for Tuesday, November 15, 2022, at 9:00 AM. The meeting will be held in the vicinity of the project site (nearby address 6921 Barby Lane, Belle Isle, FL). All Bidders will be invited to tour the site at this time.

The project consists of two separate storm systems. A new system is being installed and an existing system is being upgraded. The work consists of milling and repaving designated asphalt areas, excavating and replacing base course material where drainage piping is proposed, construction of new curbing, and installation of stormwater nutrient baffle box systems and associated drainage structures and piping. This includes all labor, materials, and equipment as outlined in this document.

Copies of the bid package are available for public inspection at the office of the City Clerk in City Hall at 1600 Nela Avenue, Belle Isle, Florida, 32809; 407-851-7730, or by contacting:

Harris Civil Engineers, LLC

Contact: David Taylor or Nicole Lund

Address: 1200 Hillcrest Street, Suite 200, Orlando FL 32803

Phone: (407) 629-4777

Email: davidt@harriscivilengineers.com or nicolel@harriscivilengineers.com

Cost: \$150 for printed hard copies (full size, 36"x24"), \$30 for a CD disk, or free via FTP site link.

No bid may be withdrawn for a period of sixty (60) days after the scheduled closing time for receiving bids. Bid bond of 10% to accompany bid.

It is the City's intent to award the project to the lowest qualified Bidder. However, the City reserves the right to waive all informalities in any bid, to reject any and all bids or any part of any bid with or without cause, re-advertise for all or any part of the work contemplated, and/or accept the bid that in its judgment will be in the best interests of the City.

Bids must be submitted on the Bid Forms provided in this document. No facsimile, telegraphic or e-mail submissions will be accepted.



Instructions to Bidders

00100

Defined Participants

The Owner for this project is the City of Belle Isle, 1600 Nela Avenue, Belle Isle Florida 32809.

The CONTRACTOR for the project is listed as the qualified responsible Bidder to whom OWNER makes an award.

Examination of Contract Documents and Site

Before submitting a Bid, each Bidder must **(a)** examine the Contract Documents thoroughly, **(b)** visit the site to familiarize themselves with local conditions that may in any manner affect cost, progress or performance of the work, **(c)** familiarize themselves with federal, state and local laws, ordinances, rules and regulations that may affect cost, progress or performance of the work, and **(d)** study and carefully correlate Bidder's observations with the Contract Documents.

The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

Pre-Bid Questions and/or Requests for Information

All questions and/or requests for additional information about the Contract Documents shall be formally submitted by the Bidder, in writing, to the City prior to bid submission. All formally written questions will be accepted **until November 22, 2022, no later than 3:00 pm (EST)**.

Bid Form

- All Bids shall be submitted on standard forms, which are furnished in this document.
- Bid Forms must be completed in ink or by typewriter. All blank spaces must be filled in. Where indicated on the Bid Form, the Bid price of each item on the form must be stated in numerals.
- The Bid shall contain an acknowledgement of receipt of all Addenda, if any.

Submission of Bids

- All Bids shall be submitted in sealed envelopes marked – **Bid # 22-07: Barby Lane and Indian Drive Drainage Improvements Project**. In addition, the Bidders name and address shall be shown on the outside of the sealed envelope. Facsimile or e-mail submittals will not be accepted.
- Bids (five (5) bound copies and an electronic PDF copy on a flash drive) should be *mailed or delivered* to the Office of the City Clerk, 1600 Nela Avenue, Belle Isle, Florida, 32809 or *hand delivered* to the Office of the City Clerk at 1600 Nela Avenue, Belle Isle, Florida, 32809.
- The City of Belle Isle is not responsible for the U.S. Mail or private couriers regarding mail being delivered by the specified time so that a bid can be considered. Proposals by telephone, telegraph, FAX or e-mail will not be accepted.

The following documents must be attached to the Bid Form:

- a) Drug Free Workplace Certificate
- b) Insurance Certificates (see Section 00700 General Conditions)
- c) Public Entity Crimes- Sworn Statement
- d) List of References
- e) Equipment and Personnel List



Bid Opening

The bids received will be accepted **until December 1, 2022, no later than 3:00 pm (EST)**, at which time bids will be opened in the Council Chambers Room, and publicly read aloud. The Council Chambers Room is located in City Hall, 1600 Nela Avenue, Belle Isle, Florida. Bids received after the above time and date will be returned unopened.

Bids to Remain Open

All bids shall remain open for sixty (60) days after the day of the Bid Opening.

Award of Contract

It is the City’s intent to award the project to the lowest qualified, responsible Bidder at the **December 6, 2022, City Council meeting**. However, the City reserves the right to waive all informalities in any bid, to reject any and all bids or any part of any bid with or without cause, re-advertise for all or any part of the work contemplated, and/or accept the bid that in its best judgment will be in the best interests of the City.

Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated product of quantities and unit prices and the correct product thereof will be resolved in favor of the correct product. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

Summary of Bid Schedule / Bidding Timeline

RFP / Bid Out.....	November 1, 2022
Mandatory Pre-Bid Meeting.....	November 15, 2022 at 9:00 am
RFIs/Questions Submission Deadline	November 22, 2022 by 3:00 pm
Bid Submission to City	December 1, 2022 by 3:00 pm
Council Review / Approval.....	December 6, 2022
Notice to Proceed By	January 3, 2023

Signing of Agreement

When the City gives a Notice of Award to the Successful Bidder, it will be accompanied by at least five (5) unsigned copies of the Agreement and all other Contract Documents. Within ten (10) days thereafter, the CONTRACTOR shall sign all and deliver at least five (5) copies of the Agreement to the City with the other Contract Documents attached. Within ten (10) days thereafter, the City will deliver fully signed counterparts to the CONTRACTOR.

Interpretations

All questions about the meaning or intent of the Contract Documents shall be submitted to the City Manager. Replies will be issued by Addenda emailed or delivered to all parties recorded by the OWNER as having received the Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or classifications will be without legal effect.

Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services 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 a period of 36 months from the date of being placed on the convicted vendor list.

Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory



vendor list may not submit a bid on a contract to provide any goods or services to a public entity.

A proposed Bidder must sign and submit the Public Entity Crimes Statement, supplied, with the Bid Form.

Insurance Requirements

The CONTRACTOR shall purchase and maintain for the entire life of the project such insurance that meets the requirements stated in this Document.



Bid Forms**00300**

Contractors Name: _____**Project Identification:** **Bid # 22-07: Barby Lane and Indian Drive Drainage Improvements Project****Owner:** **City of Belle Isle****City Bid #:** **#22-07**

- 1) The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in this document to complete all work as specified or indicated in the Project Manual for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the document.
- 2) The Bidder certifies that they have investigated the requirements to do business in the jurisdiction where the project is located, and that they are either qualified to do business or will obtain such pre-qualification before award of the contract.
- 3) The Bidder accepts all of the terms and conditions in this document including, without limitation, those dealing with the disposition of Bid Security (if applicable). This Bid will remain open for 60 days after the day of the Bid Opening. The Bidder will sign the Agreement and other documents required by the Contract Documents within 10 days after the date of City's Notice of Award.
- 4) In submitting this Bid, the Bidder represents, as more fully set forth in the Agreement, that:
 - a) The Bidder has examined copies of all Contract Documents and the following addenda:

Date: _____ Number: _____
 - b) The Bidder has examined the site and locality where the work is to be performed and the conditions affecting cost, progress or performance of the work and has made such independent investigations as the Bidder deems necessary.
 - c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation or solicited any other Bidder to submit a false or sham Bid and the Bidder has not sought by collusion to obtain for themselves any advantage over any other Bidder or over the City.
- 5) BIDDER will complete the Work outlined in the Construction Documents and Specifications as outlined herein.

We / I _____ have carefully examined the construction documents and specifications, and hereby propose to provide the complete installation of new stormwater structures and associated piping, curbing and pavement as outlined, and construction of stormwater nutrient baffle box systems, as well as associated grading and sodding at the project site. The cost indicated below includes all labor, materials, equipment, construction management and testing that is shown in the construction documents and as outlined herein. The cost indicated below also includes all labor, material, equipment, construction management and testing that may not be expressly shown on the construction documents but that are inherently necessary to complete the works.



Complete Project Base Bid as specified Lump Sum: \$ _____.

For the purposes of evaluating potential Change Order requests and/or Add Alternates, the Bidder shall provide the following unit prices listed on the attached form within **Appendix A**.

The Contractor shall evaluate the following bid alternates:

- **Alternate #1** – Provide concrete encasement of the existing water main where proposed storm crosses at/near the intersection of Barby Lane and Indian Drive.

The undersigned hereby declares that they have carefully examined the individual site(s) listed on the bid form and will complete the **BARBY LANE AND INDIAN DRIVE DRAINAGE IMPROVEMENTS PROJECT** according to the specifications herein.

The terms used in this Bid were submitted to the City of Belle Isle on the ____ of _____, ____.

By: _____

Individual's Name - Signature

Individual's Name – Printed

doing business as _____ (business name)

Business Address: _____

Business Phone No.: _____

Business Fax No.: _____

Email: _____

Communications to the BIDDER concerning this Bid shall be addressed to:

Mailing Address: _____

Street Address: _____

City, State and Zip: _____

Telephone No.: _____

Fax No.: _____

Email: _____

**It is understood that the City of Belle Isle reserves the right to accept or reject any or all bids not deemed in the best interest of the City as determined by the City.*



Drug Free Workplace Certification**Section 00300**

Identical or "Tie" Bids:

Preference shall be given to businesses with drug free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug free workplace program shall be given preference in the award process.

In order to have a drug free workplace program, a business shall:

- 1) Publish and pass out to each employee a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace.
- 2) Inform employees about the dangers of drug abuse in the workplace and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Inform employees that the employer must be notified of a violation occurring in the workplace no later than five (5) calendar days after a conviction.
- 4) Impose sanctions 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 employees who is so convicted.
- 5) Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

Name (signature)

Date

Name (printed)

Title



Public Entity Crimes – Sworn Statement**Section 00300**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services 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 a period of 36 months from the date of being placed on the convicted vendor list.

Pursuant to Section 287.134(2) (a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity.

This sworn statement by _____
Name and title of business representative

who is authorized to represent _____,
Business name

hereby specifies that neither the entity submitting this statement, nor any officers, directors, executives, partners, employees, shareholders who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

Signature

Date

STATE OF FLORIDA
COUNTY OF ORANGE

Personally appeared before me, the undersigned authority, on this _____ day of _____, 20_____.

Notary Public

Commission Date

**ARTICLE 1 - PRIOR TO START OF SERVICES**

- 1.1 A PRE-CONSTRUCTION meeting will be held with City officials and representatives prior to any mobilization efforts or start of works to discuss the project in detail.
- 1.2 Must provide evidence of license and General Liability and Workers Compensation Insurance Coverage
- 1.3 The CONTRACTOR will be familiar with and adhere to the requirements of Belle Isle Municipal Code.
- 1.4 Expected completion date is 180 days from the Notice to Proceed date.
- 1.5 Contractor is expected to mobilize within 30 days from the Notice to Proceed date.

ARTICLE 2 - CONTRACTOR'S RESPONSIBILITIES

- 2.1 CONTRACTOR shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the contract documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. CONTRACTOR shall be responsible to see that the finished work complies accurately with the contract documents.
- 2.2 CONTRACTOR shall keep on the job site, at all times during the project, a competent resident superintendent, who shall not be replaced without written notice to OWNER except under extraordinary circumstances. The superintendent will be the CONTRACTOR's representative at the site and shall have the authority to act on the behalf of the CONTRACTOR.
- 2.3 CONTRACTOR shall be responsible for securing all permits necessary from the City of Belle Isle, Saint John's River Water Management District (SJRWMD) and Orange County / EPD (as necessary). The City will assist where it can in acquiring the permits.
- 2.4 CONTRACTOR shall keep on the job site, at all times during the project, a valid building permit issued by the City.
- 2.5 CONTRACTOR will be responsible for maintaining security at the site during normal work hours.
- 2.6 The CONTRACTOR shall submit with his Bid in writing the names, mailing addresses, and work items to be completed by all Subcontractors (if any) proposed for the work. A failure to list all of the proposed Subcontractors for the work will result in the Bid being rejected as incomplete.
- 2.7 The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them. Nothing in the contract



documents shall create any contractual relationship between OWNER and Subcontractor, nor shall it create any obligation on the part of the OWNER to pay or to see to the payment of any moneys due any Subcontractor or other organization, except as required by law.

- 2.8 Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, including employees, and property. The CONTRACTOR shall comply with all laws, regulations or ordinances related to safety and health. The OWNER may order work to be stopped if conditions exist that present an immediate danger to persons or property. A stoppage of work stipulated by the OWNER due to safety concerns will not constitute grounds for a contract time extension to complete the work.
- 2.9 The OWNER, and its agents, employees, and officials, elected and appointed, shall be indemnified and held harmless by the CONTRACTOR from any and all claims resulting in liabilities, damages, losses, and costs. Additionally, the OWNER expressly retains all rights, benefits, privileges, and immunities provided to municipalities by Sovereign Immunity. The CONTRACTOR agrees to pay the cost of the OWNER's legal defense, as may be selected by the OWNER, for all claims described in this paragraph.
- 2.10 The contract price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to the OWNER within fifteen (15) days after the occurrence of the event giving rise to the claim.
- 2.11 The CONTRACTOR is responsible for all maintenance of traffic to safely route traffic through the work area. The CONTRACTOR will provide the proper signage and flagmen to notifying and guide the public safely around and/or through the construction work area(s).

ARTICLE 3 - OWNER'S RESPONSIBILITIES

- 3.1 The OWNER will have the authority to disapprove or reject work which is defective, and will also have the authority to require special inspection or testing of the work whether or not the work is fabricated, installed, or completed.
- 3.2 The OWNER may, at any time, order deletions, additions or revisions in the work; these will be authorized by written Change Orders. If any change order causes an increase or decrease in the Contract Price or an extension or shortening of the contract time, an equitable adjustment will be made as provided.
- 3.3 If the work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, OWNER may order the CONTRACTOR to stop the work until the cause of such order has been eliminated.
- 3.4 If the work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, OWNER may do the work and deduct any and all costs to do the work from the next invoice.



- 3.5 The OWNER will make a final inspection and will notify the CONTRACTOR in writing of all particulars in which this inspection reveals that the work is incomplete or defective. After the CONTRACTOR has completed all such corrections to the satisfaction of the OWNER, the CONTRACTOR can make application for final payment.
- 3.6 The OWNER may terminate the CONTRACTOR if the CONTRACTOR is adjudged a bankrupt; repeatedly fails to supply sufficient skilled workers or suitable materials and equipment; repeatedly fails to make prompt payments to subcontractors; violates any laws; disregards the authority of the OWNER.

ARTICLE 4 - INSURANCE REQUIREMENTS

- 4.1 The CONTRACTOR shall purchase and maintain for the entire life of the project, until its final acceptance by the City, such insurance as will protect the CONTRACTOR from claims under Worker Compensation, disability benefit; from claims for damages due to bodily injury, disease or death; from claims insured by usual and unusual liability coverage and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the CONTRACTOR's operations be by the CONTRACTOR, subcontractor, or by anyone employed by any of them.
- 4.2 These certificates and policies shall contain a provision that the coverage will not be cancelled, non-renewed or materially changed until at least sixty (60) days prior written notice of such change has been given to the City. The CONTRACTOR will be required to replace any expired or cancelled policies in like amount to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the contract documents.
- 4.3 The City shall be listed as a named insured on all policies of insurance and certificates thereof.
- 4.4 The insurance required herein shall be written for not less than the limits of liability specified below based on the bid total of an annual contract (i.e. cost per service of all areas times the number of services in a year) or as required by law, whichever is greater, and shall include the following:
 - (a) Workers Compensation Insurance shall be written for not less than any limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:
 - \$100,000 Each Accident Bodily Injury by Accident
 - \$100,000 Each Employee Bodily Injury by Disease
 - \$500,000 Policy Limit Bodily Injury by Disease
 - (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):



Premises and Operations
 Owners & Contractors Protective
 Products & Completed Operations
 Explosion, Collapse & Underground Conditions
 Blanket Contractual Liability
 Personal Injury Liability
 Broad Form Property Damage Endorsement, including Completed Operations
 Independent Contractors
 Watercraft - Owned and Non-Owned
 Pollution Liability (if applicable)

Certain coverage's outlined above may not be required if they do not relate to the project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0- \$25,000	\$300,000 Each Occurrence \$300,000 General Aggregate* \$300,000 Aggregate Product & Complete Operation \$25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Product & Comp. Operation \$50,000 Fire Damage (any one fire)
\$250,001 -over	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Product & Comp. Operation \$50,000 Fire Damage (any one fire)

**Note: Commercial General Liability Coverage must be purchase on a project basis.*

- (c) Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles- ISO Symbol 1 (any auto) or alternatively a combination of Symbol 2 (owned autos), Symbol 8 (hired autos), and Symbol 9 (non-owned autos).

<u>Contract Value</u>	<u>Limits (not less than)</u>
\$0 - \$25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit



have no further obligation to perform services after the termination date.

ARTICLE 6- PAYMENT

- A. The City will remit full payment on all undisputed invoices within thirty (30) days from receipt by the appropriate person(s) (to be designated at time of contract) of the invoice(s) and proof of acceptance of all services ordered. As consideration for the CONTRACTOR's satisfactorily performing the Scope of Services set forth in the solicitation and complying with other terms of the resulting Purchase Order or Price Agreement, the City shall pay the CONTRACTOR according to the tasks identified in the Scope of Work. Furthermore, CONTRACTOR invoices shall not be submitted or paid until acceptance has been received by the CONTRACTOR from the Project Manager. The Project Manager's acceptance notification shall be attached to CONTRACTOR's invoice.

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**CITY OF BELLE ISLE, FLORIDA
SUPPLEMENTAL CONTRACT CONDITIONS**

The following 2 CFR policy requirements also apply to this assistance listing: 2 C.F.R. Part 25, Universal Identifier and System for Award Management; 2 C.F.R. Part 170, Reporting Subaward and Executive Compensation Information; and 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement). The following 2 CFR Policy requirements are excluded from coverage under this assistance listing: For 2 C.F.R. Part 200, Subpart C; 2 C.F.R. § 200.204 (Notices of Funding Opportunities); 2 C.F.R. § 200.205 (Federal awarding agency review of merit of proposal); 2 C.F.R. § 200.210 (Pre-award costs); and 2 C.F.R. § 200.213 (Reporting a determination that a non-Federal entity is not qualified for a Federal award). For 2 C.F.R. Part 200, Subpart D, the following provisions do not apply to the SLFRF program: 2 C.F.R. § 200.308 (revision of budget or program plan); 2 C.F.R. § 200.309 (modifications to period of performance); C.F.R. § 200.305 (b)(8) and (9) (Federal Payment).

A. Records

1. As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.
2. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <http://dos.myflorida.com/library-archives/records-management/generalrecords-schedules/>.
3. Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and (3) minutes of the meetings must be taken and promptly recorded.
4. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by Florida Statute, all materials made or received by a governmental agency (or



a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

B. COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS.

1. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
2. Federal regulations applicable to this award include, without limitation, the following:
 - a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - b. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - c. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - d. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - e. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - f. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - g. New Restrictions on Lobbying, 31 C.F.R. Part 21.



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:

a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, 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 he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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 rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.



7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions 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 portion of the sentence immediately preceding paragraph 1(a)(ii) of this section and the provisions of subparagraphs (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 the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. COPELAND ANTI-KICKBACK ACT

- a. The Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:
"Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract."
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause in subsection b(i) above and such other clauses as the Secretary 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.
- c. 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 CFR § 5.12.



3. CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

4. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

“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 FEMA and the Regional Office of the Environmental Protection Agency (EPA).”

5. SUSPENSION AND DEBARMENT

If the Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- a. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such the contractor is required to verify that neither the contractor, its principals (defined at 2 CFR § 180.995), nor its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- b. The contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.
- c. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment.



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

6. BYRD ANTI-LOBBYING AMENDMENT

If the Recipient enters into a contract using funds authorized by this Agreement, then any such contract must include the following clause:

“Byrd Anti-Lobbying Amendment, 31 USC § 1352 (as amended). 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.”