

CEDAR KEY WATER AND SEWER DISTRICT
REQUEST FOR PROPOSALS
FOR
GRANT MANAGEMENT AND ADMINISTRATION SERVICES
FOR
CDBG-DR POTABLE WATER SYSTEM HARDENING PROJECT
AND
CDBG-DR WASTEWATER TREATMENT FACILITY HARDENING PROJECT

RFP 26-2

Proposal Due Date/Time: July 17, 2026 @ 3:00 PM EST

The Cedar Key Water and Sewer District (the “District”) is soliciting proposals from qualified consultant firms with the required expertise and capability to provide federal grant management, administration, and compliance for two federal CDBG-DR grant funded projects involving the hardening of the District’s water and wastewater treatment plant facilities. The projects include hardening the District’s critical water and wastewater infrastructure to safeguard public health, prevent untreated discharges, ensure reliable water and wastewater service, and reduce vulnerability to future storm surge and flooding.

Sealed proposals for the above-described services will be received at Cedar Key Water & Sewer District, 510 3rd Street, Cedar Key, Florida 32625 until July 17, 2026, at **3:00 PM Eastern Standard Time**, at which time the proposals will be opened and read aloud. Proposals received after said time will be returned unopened.

If you are interested in submitting a proposal, you **must** obtain the complete RFP package, which contains additional information regarding this solicitation and instructions related to filing a proposal, from the Cedar Key Water and Sewer District website at www.ckwater.org or by contacting Alicia M. Johns at (352)543-5285, alicia@ckwater.org.

All inquiries and requests for clarification concerning the RFP shall be submitted in writing and in accordance with the RFP. Verbal clarifications will not be provided.

The District reserves the right to waive informalities in any proposal; reject any or all proposals, in whole or in part; re-bid a project, in whole or in part; and to accept a proposal that in its judgment is the lowest and best bid of a responsible bidder. The District does not discriminate on the basis of race, color, national origin, sex, religion, age, marital status and disability/handicapped status in employment or provision of service.

ADA – Special Accommodations: Any person requiring accommodations by the District due to a disability should call Alicia M. Johns at (352)543-5285 at least five (5) days prior to any pre-response conference, response opening, or meeting. If you are hearing or speech impaired, please contact Alicia M. Johns via the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

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PROJECT**

RFP 26-2

CEDAR KEY WATER AND SEWER DISTRICT

Date of Issue: June 25, 2026

Responses Due By: July 17, 2026 @ 3:00 PM EST

MAIL OR HAND DELIVER RESPONSES TO:

Alicia M. Johns
Cedar Key Water & Sewer District
P.O. Box 309
510 3rd Street
Cedar Key, Florida 32625
Website: www.ckwater.org
Phone Questions: (352)543-5285
Email Questions: alicia@ckwater.org

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INTENT AND GENERAL INFORMATION

Cedar Key Water and Sewer District ("District"), through Request for Proposals No. 26-2, is soliciting responses from qualified consultant firms with the required expertise and capability to provide federal grant management, administration, and compliance for two federal CDBG-DR grant funded projects involving the hardening of the District's water and wastewater treatment plant facilities. The specific elements are included in the Scope of Services, Section 3.0, of this RFP.

Firms interested in preparing a response for this RFP must complete the requirements set forth in this RFP, its attached documents, and documents incorporated by reference (collectively referred to as the "RFP"). Under the RFP process, the conditions set forth herein are binding on the Respondent as confirmed by the signature of a person with legal authority to bind the Respondent on the cover letter transmitting its Response to the District in response to this RFP.

If this RFP is amended, the District will issue an appropriate addendum to the RFP. If an addendum is issued, all terms and conditions of this RFP that are not specifically modified in the addendum shall remain unchanged. An addendum to this RFP will be issued if any of the dates and/or times change. Specific dates/times will be determined at each phase.

It is understood and the Respondent hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the specifications of this RFP. Failure by the Respondent to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the Work. Respondents are expected to examine the specifications and all instructions pertaining to the required commodities/services. Failure to do so will be at Respondent's own risk.

The District reserves the right to reject any Response found to be non-responsive, vague, or non-conforming. The District also reserves the right at any time to withdraw all or part of this RFP in order to protect its best interests. The District is not liable for any costs incurred by the Respondent in preparing its response, nor is a response an offer to contract with any Respondent. Pursuant to Chapter 119, Florida Statutes, all responses are subject to Florida's public records laws.

While every effort is made to ensure the accuracy and completeness of information in the RFP, it is recognized that the information may not be complete in every detail and that all work may not be expressly mentioned in the RFP. It is the responsibility of the Respondent to include in its Response all pertinent information in accordance with the objectives of the RFP.

Respondents interested in the Work are instructed to submit **one (1) original hard copy and one (1) electronic copy** (USB flash drive) of its **complete** Response in accordance with this RFP, no later than **July 17, @ 3:00 P.M.**, unless otherwise changed through an addendum to this RFP, to the District at P.O. Box 309, 510 3rd St., Cedar Key, FL 32625. Responses received after this date and time will not be considered and shall be returned unopened.

- **Cedar Key Water and Sewer District is an Equal Opportunity Employer.**
- **MBE/WBE businesses are encouraged to participate.**

- **Cedar Key Water and Sewer District strictly enforces open and fair competition.**

ADA – Special Accommodations: Any person requiring accommodations by the District due to a disability should call the District at (352) 543-5285 at least five (5) working days prior to any pre-response conference, response opening, or meeting. If you are hearing or speech impaired, please contact the District by the Florida Relay Service, which can be reached at 1-800-955-8771 (TTY).

The RFP and any addenda issued are available on the Cedar Key Water and Sewer District website at <https://www.ckwater.org/> or by contacting the District at (352) 543-5285. All questions pertaining to this RFP should be submitted in writing in accordance with Section 1.1 of the RFP.

SECTION 1.0 SCHEDULE OF EVENTS

Failure to comply with this or any other paragraph of this RFP shall be sufficient reason for rejection of the Response.

All times listed in the Schedule of Events are Eastern Standard Time (EST).

<i>Event</i>	<i>Date/Time</i>
Proposal Advertisement Date	June 25, 2026
Release of Request for Proposals	June 25, 2026
Questions Due from Prospective Respondents	July 10, 2026
Responses to questions due	July 14, 2026
PROPOSALS DUE TO DISTRICT	July 17, 2026 @ 3:00pm
Oral Presentations*	TBD
Board Consideration and Ranking of Responses	July 27, 2026
Commencement of Services By Successful Respondent	August 2026

*The District reserves the right to eliminate oral presentations and award based upon the evaluations of written Proposals only.

**All times listed are in eastern standard time (EST).

- 1.1 All inquiries and questions concerning this RFP must be in writing (e-mail is acceptable), received in accordance with Section 1.0 Schedule of Events, and must be directed to: Alicia Johns at alicia@ckwater.org.

Questions and responses will be posted on the District's Website according to Section 1.0 Schedule of Events, and, if necessary, an Addendum or Addenda will be issued.

- 1.2 Respondents will be notified of the District's desire to hear oral presentations

SECTION 2.0 CONE OF SILENCE

- 2.1 A Cone of Silence will be in effect for this RFP beginning with the advertisement date of and will terminate upon issuance of Notice of Award. A violation of the "Cone of Silence" renders any award voidable at the sole discretion of the District Superintendent with approval

from the District and may subject the potential Respondent/Consultant or representative to debarment.

- 2.2 The prospective Respondent shall not have any communication with any District officers, agents, or employees regarding this RFP or project. No interpretation of the meaning of the plans, specifications or RFP shall be made to a Respondent orally. Any such oral or other interpretations or clarifications shall be without legal effect.
- 2.3 All requests for interpretations or clarifications shall be in writing, addressed to the contact person as shown in Section 1.0, Schedule of Events. All such requests for interpretations or clarifications must be received in writing in accordance with Section 1.0, Schedule of Events. Any and all such interpretations and supplemental instructions shall be in the form of a written addendum which, if issued, shall be posted on the District's website on the date indicated in Section 1.0, Schedule of Events. Such written addenda shall be binding on the Respondent and shall become a part of the RFP Document(s).

SECTION 3.0 SCOPE OF SERVICES (SOS) / SCOPE OF WORK (SOW)

3.1 GENERAL SCOPE

The District has been awarded the following federally funded grants from Florida Commerce ("Commerce"):

State of Florida Department of Commerce Federally Funded Community Development Block Grant Disaster Recovery (CDBG-DR) Rebuild Florida Infrastructure Repair Program Subrecipient Agreement, Commerce Agreement No. MS027 - Wastewater Treatment Facility Hardening Project (hereinafter the "Wastewater Grant," attached hereto as Appendix D).

State of Florida Department of Commerce Federally Funded Community Development Block Grant Disaster Recovery (CDBG-DR) Rebuild Florida Infrastructure Repair Program Subrecipient Agreement, Commerce Agreement No. MS029 - Potable Water System Hardening Project (hereinafter the "Water Grant," attached hereto as Appendix E).

All Respondents must thoroughly review and familiarize themselves with the terms, conditions, and scope of work included in the Water Grant and the Wastewater Grant.

The District requires comprehensive grant management, administration, and compliance services associated with the Water Grant and the Wastewater Grant. Specific services to be performed by the Successful Respondent include:

- 1) Environmental review administrative activities (Environmental Exemption, Public Notice Publication(s), etc.).
- 2) Draft specific policies required pursuant to the grants.
- 3) Prepared federally compliant procurement documents in conjunction with the District's general counsel
- 4) Prepare list of minority and women business enterprise (MBE/WBE) firms.

- 5) Prepare and submitted public notices for publications.
- 6) Maintain financial records related to project activities.
- 7) Conduct a Fair Housing activity and assist the District in affirmatively furthering fair housing and meeting all other Fair Housing Act requirements in the Water Grant and the Wastewater Grant
- 8) Attend pre-bid conference, bid opening, and/or preconstruction meeting as requested by the District
- 9) Maintain project files.
- 10) Attend project meetings and provided progress reports on project activities.
- 11) Prepare documentation for and/or participate in monitoring and/or site visits conducted by Commerce.
- 12) Prepare and submitted financial activity to Commerce.
- 13) Prepared and submitted detailed monthly and quarterly reports to Commerce.
- 14) Prepared and submit Section 3 reports to Commerce (in compliance with Section 3 of the HUD Act of 1968).
- 15) Respond to citizens' comments and complaints.
- 16) Prepare and submit agreement modification document for Commerce review and approval.
- 17) Prepare and submit responses to monitoring findings and concerns to Commerce or HUD.
- 18) Prepare Project Closeout and Grant Closeout Package for submittal to Commerce.
- 19) Comprehensive grant management and administration for the life of the Project
- 20) Tasks related to ensuring compliance with applicable federal laws, rules, and regulations applicable to the Project.
- 21) Work with the District and the District's Attorney to resolve disputes with Commerce or HUD including but not limited to the preparation of appeals
- 22) Provide the District with the education and training of staff that will or may be involved with the various aspects of administration of the Water Grant or the Wastewater Grant, including the any officials or employees of the District who would derive benefit from training.
- 23) Assist the District in ensuring Davis-Bacon Act compliance for the projects to be funded under the Water Grant and the Wastewater Grant.

SECTION 4.0 RESPONSE REQUIREMENTS

4.1 Overview

- 4.1.1 The use of the terms "shall," "must," or "will" (except to indicate simple futurity) in this RFP indicates a mandatory requirement or condition. The words "should" or "may" in this RFP indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature will not by itself cause rejection of a Response.
- 4.1.2 Responses not meeting all material requirements of this request or which fail to provide all required information, documents, or materials such as request forms, bonds, etc., will be rejected as non-responsive. Material requirements of the Response are those set forth as mandatory, or without which an adequate analysis and comparison of replies is impossible, or those which affect the competitiveness of replies or the cost to the District. A Respondent whose Response, past performance, or current status that does not reflect the capability, integrity or reliability to perform fully and in good faith the requirements of the Contract may be rejected as non-responsible.

- 4.1.3 The District reserves the right to determine which Responses meet the material requirements of the RFP and which Responses are responsible and/or responsive. Further, the District may reject any and all Responses and seek new Responses when it is in the best interest of the District to do so.
- 4.1.4 A Response by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be provided on the Response Transmittal Form, for a Response by a/an:
- a. Partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be provided on the Response Transmittal Form.
 - b. Limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
 - c. Individual shall show the Respondent's name and business address.
 - d. Response by a joint venture shall be executed by each joint venture member in the manner indicated on the Response Transmittal Form. The official address of the joint venture must be provided on the Response Transmittal Form.
- 4.1.5 All names shall be printed in ink below the signatures.
- 4.1.6 The Response shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Response Transmittal Form.
- 4.1.7 The postal and email addresses and telephone number for communication regarding the Response shall be shown.
- 4.1.8 A Respondent seeking to do business with the District shall, at the time of submitting a Response, be appropriately registered with the Department of State in accordance with the provisions of Chapters 605, 607, 617, or 620, Florida Statutes, as applicable. For further information on required filing and forms, please go to the following sites: <http://sunbiz.org/index.html> or <http://www.dos.state.fl.us/doc/index.html>.

The Response shall contain evidence of Respondent's authority and qualification to do business in the state or locality where the Project is located or Respondent shall covenant in writing to obtain such qualification prior to award of the Contract and attach such covenant to the Response. Respondent's state contractor license number, if any, shall also be shown on the Response Transmittal Form.

4.2 Response to the RFP shall be submitted in the format described below:

Responses must be divided as described below and must include the information/documents specified in the applicable tab. Responses that do not adhere to the following format or include the requested information/documents may be considered incomplete and therefore unresponsive by the District.

The District reserves the right to seek additional/supplemental representation on specific issues as needed. Responses should be typed. **No changes in or corrections to Responses will be allowed after the Responses are opened.** The signer of the Response must declare that the Response in all respects fair and in good faith without collusion or fraud and that the signer of the Response has the authority to bind the principal Respondent.

The District will not be liable for any costs incurred by Respondent prior to entering a contract. Therefore, all Respondents are encouraged to provide a simple, straightforward, and concise description of their ability to meet the RFP requirements.

RESPONSE CONSTRUCTION

Each Respondent will construct its Response in the following format as outlined below, and a divider must separate each tab as prescribed.

TAB 1 – EXECUTIVE SUMMARY

- Provide a brief summary of the firm, with general description of the firm background, work history, awards, major accomplishments, etc.
- Statement demonstrating the firm's or individual's understanding as to the District's needs relative to this RFP, including a typical project approach and a statement as the firm's commitment to use the most current tools and technology available to provide the Professional Services.
- Include:
 - The name of the person(s) who will be authorized to make representations for the Proposer, their title(s), address(es), and contact numbers.
 - Provide proof that Proposer's business is licensed, permitted and/ or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.
 - MBE State Certification (if applicable). Certification as a minority business enterprise for the purpose of this RFP is defined by the Florida Small and Minority Business Assistance Act. Proposers certified by the State of Florida should include a copy of the certification with their Proposal.

This executive summary should be no more than ten (10) pages and should include the following information:

- The organization and size of the Respondent, whether it is local, regional, national or international in operations.
- The location of the office from which the work is to be done and the number of professional staff by staff level employed at that office.
- A description of the range of activities performed by the office.
- A statement on the Respondent's staff capability to perform the range of Services required pursuant to this RFP.

TAB 2 – KEY STAFF

Include a summary of leadership and key staff, their role and experience that will be assigned to work with the District. Include behind the summary a resume of each key staff listed in the summary with relevant information to the services be requested (limit one page, front and back, per person). Provide an organizational chart, resumes, and summary of staff qualifications. Demonstrate current capacity and current expertise in federal grant management and administration. Include relevant expertise with managing CDBG-DR grants or other HUD grants. Provide the name and location of the proposed:

- a. Closest office
- b. Principal in charge
- c. Local On-Site Project Manager

If other subcontractors are to participate in the consulting services, those subcontractors shall be required to provide similar information.

TAB 3 – EXPERIENCE OF FIRM AND REFERENCES (ref: Appendix B Form 3)

- Provide a detailed list and examples of relevant experience and qualifications.
- Describe Respondent's experience in managing and administering federal grants. Include any relevant experience specific to CDBG-DR grants or other HUD grants.
- Provide three (3) projects completed within the last eight (8) years of the same or a similar nature of the Services required pursuant to this RFP. Include a project description, location name of project manager, scheduled and actual completion date, and client contact information familiar with the project. If available, include if project was federal or state funded.

TAB 4 – APPROACH AND CAPACITY

Provide a description of the Respondent's approach to the performance of the Services including implementation of the RFP Scope of Services.

Respondent's capacity to perform the services in a timely manner is critical to the District. Respondent's capacity to perform the services could be impacted by other obligations the Respondent may have. Provide a listing of all active grant management and contracts with governmental entities. Provide current obligations of Respondent, including time schedules and staff committed and discuss the Respondent's capacity to perform the required Services in a timely manner.

TAB 5 – COST PROPOSAL/FEE SCHEDULE

Each Respondent must complete and submit a Cost Proposal/Fee Schedule showing hourly rates for each employee classification (i.e. Accountant, Grant Manager, Data Manager, etc.) that will provide the Services as well as an itemized list of all direct and indirect costs associated with the performance of the Services. The hourly labor rates shall include all applicable overhead and profit. All normal expenses shall be absorbed in hourly rates, including lodging, meals, transportation, and per Diem.

TAB 6 – REQUIRED FORMS, DOCUMENTS, AND CERTIFICATIONS (Appendix B)

The following forms must be fully filled out and signed by a person with authority to bind the Respondent:

Form No. 1	Response Transmittal Form
Form No. 2	Qualifications Application and Questionnaire
Form No. 3	References
Form No. 4	Indemnification and Hold Harmless Statement
Form No. 5	Public Entity Crimes Sworn Statement
Form No. 6	Equal Employment Opportunity/Affirmative Action Statement
Form No. 7	Drug Free Workplace Certification
Form No. 8	Conflicts of Interest Disclosure
Form No. 9	Non-Collusion Affidavit
Form No. 10	Byrd Anti Lobbying Certification
Form No. 11	List of Proposed Sub-Contractors
Form No. 12	Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions
Form No. 13	E-Verify Certification
Form No. 14	Insurance Certification
Form No. 15	Comments on Proposed Contract
Form No. 16	Anti-Human Trafficking Affidavit
Form No. 17	Contracting with Entities of Foreign Countries of Concern Affidavit

Please note any concerns with the proposed contract on Form No. 15. Any comments that are included on this form regarding the contract documents will be forwarded to the legal department for review. The District's acceptance of comments does not guarantee any revision to the contract documents. Comments not included on this form **WILL NOT** be considered. Please indicate NONE or Not Applicable (N/A) if there are no comments on the proposed contract documents.

SECTION 5.0 RESPONSE OPENING

- 5.1 All Responses will be opened on the date and time indicated in **Section 1.0, Schedule of Events** (i.e., date Responses are due) or as modified by Addendum.

SECTION 6.0 EVALUTION OF RESPONSES AND SELECTION PROCESS

- 6.1 Responses submitted to this RFP that satisfy the required qualifications and are deemed to be submitted by responsive and responsible Respondents shall be ranked by a Selection Committee, which shall consist of the District Board of Directors.
- 6.2 The District reserves the right to reject any or all Responses, including without limitation, nonconforming, nonresponsive, unbalanced or conditional Responses. The District further reserves the right to reject the Response of any Respondent whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The District also reserves the right to waive all informalities not involving price, time or changes in the Services and to negotiate contract terms with the Successful Respondent.
- 6.3 More than one Response for the same Services from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Respondent has an interest in more than one Response for the Services may be cause for disqualification of the Respondent and the rejection of all Responses in which that Respondent has an interest.
- 6.4 The District may conduct such investigation as it deems necessary to establish the responsibility, qualifications, and financial ability of Respondents, proposed subcontractors, suppliers, individuals or entities to perform the Services in accordance with the Contract document.
- 6.5 In ranking Responses the Selection Committee shall evaluate the Responses on the basis of the information provided by the Respondent, and rank each Response for compliance with the qualifications of each Respondent and compliance with the mandatory requirements of the RFP. The District reserves the right to award to more than one Respondent.
- 6.6 Evaluation of Responses and selection of a monitoring and management firm shall be at the sole discretion of District. The Selection Committee will evaluate the Responses that are responsive to the requirements of this RFP using the following weighted criteria:

CRITERIA	Score
1. Organization and Ability of Consultant and Staff	20
2. References on Recent Projects	20
3. Relevant Firm Experience	30
4. Project Approach (Including Capacity)	20
5. Cost Effectiveness	10
TOTAL POSSIBLE POINTS	100

- 6.7 Respondents may be selected for interviews or oral presentations (shortlisted). The District makes no commitment to any Respondent to this RFP beyond consideration of the written response to this RFP. All Respondents will be notified of the shortlisted and non-shortlisted Respondents as well as the date, time, and location of interviews and/or oral presentations, if necessary. The District's request for an oral presentation shall in no way constitute acceptance of a Response or imply that an agreement is pending. The District

reserves the right to award the opportunity to provide the services specified herein based on initial Response submissions without oral presentations.

SECTION 7.0 INTENT TO AWARD AND CONTRACT EXECUTION

- 7.1 The District reserves the right to incorporate the successful Response into the Contract. Failure of a Respondent to accept this obligation may result in the cancellation of the award.
- 7.2 The construction, interpretation, and performance of this RFP, and all transactions under it shall be governed by the laws of the State of Florida and Levy County. The Contract shall include all terms and conditions of this RFP, any addenda, response, and the District's contract issued as a result of this RFP.
- 7.3 The District reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. The District reserves the right to reject any and all Responses or to waive any minor irregularity or technicality in the Responses received. Award will be made to the lowest responsible and responsive Respondent(s) within the category chosen for basis of award. The District reserves the right to award to one or multiple Respondents at its discretion.
- 7.4 The Successful Respondent will be required to assume responsibility for all services offered in the Response. The District will consider the Successful Respondent to be the sole point of contact with regard to contractual matters, including payment on any or all charges.
- 7.5 After successful posting of the award for 72 hours, negotiation of a final Contract, and approval of award by the District, the Successful Respondent will be required to enter into the Contract with the District.

SECTION 8.0 STANDARD TERMS AND CONDITIONS (STAC)

8.1 Definitions

General terms used throughout this RFP are provided below. Additional definitions may be provided as applicable to a specific section or subject matter.

Award means the determination of a successful Respondent(s) in response to this RFP, resulting in an offer of a Contract to perform the services pursuant to the RFP and their Response.

Contract means the legally enforceable document agreed to and signed by the District and successful Respondent(s) (collectively referred to as the "Parties"), a draft Contract is attached hereto as Appendix B and incorporated herein.

District means the Cedar Key Water and Sewer District.

RFP means this document, its attachments and any document hereinafter incorporated by reference.

Respondent means any firm, individual or organization submitting a Response in response to this RFP.

Successful Respondent means a Respondent who is Awarded a Contract as result of its Response to this RFP.

Work or **SOW** means the scope of work and/or services.

8.2 Florida Public Records Law and Confidentiality

- 8.2.1. By submitting a Response in response to this RFP, a Respondent acknowledges that the District is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Respondent further acknowledges that any materials or documents provided to the District may be “public records” and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by Law.
- 8.2.2 Should the Respondent provide the District with any materials which it believes, in good faith, contain information that would be exempt from disclosure or copying under Florida Law; the Respondent shall indicate that belief by typing or printing, in bold letters, the phrase “PROPRIETARY INFORMATION” on the face of each affected page of such materials. The Respondent shall submit to the District both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Respondent fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.
- 8.2.3 Should any person request to examine or copy any material so designated, and provided the affected Respondent has otherwise fully complied with this provision, the District, in reliance on the representations of the Respondent, will produce for that person only the redacted version of the affected materials. If the person requests to examine or copy the complete version of the affected material, the District shall notify the Respondent of that request, and the Respondent shall reply to such notification, in writing that must be received by the District no later than 4:00 p.m., EST, of the District business day following Respondent’s receipt of such notification, either permitting or refusing to permit such disclosure or copying.
- 8.2.4 Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Respondent refuses to permit disclosure or copying, the Respondent agrees to, and shall, hold harmless and indemnify the District for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by the District, or assessed or awarded against the District, in regard to the District’s refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Respondent is not initially named as a party, the Respondent shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any Response submitted by a Respondent in response to this RFP and shall

constitute the District's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the District.

8.3 Construction and Venue

The validity, construction, and effect of this RFP and subsequent Contract shall be governed by the Laws of the State of Florida. The provisions of the RFP, Successful Respondent's Response and subsequent Contract shall be complied with by the Parties, but only to the extent they are consistent with applicable law and the Contract. In the event of an inconsistency, the Order of Precedence shall be followed:

- a. Laws of Florida and Contract
- b. RFP and all of its addendums and attachments
- c. Successful firm's Response

Venue for all actions arising under the RFP and subsequent Contract shall lie in Levy County, Florida, United States.

8.4 Contract

8.4.1 The Successful Respondent will be required to enter into the Contract with the District and will be required to perform the Work in accordance with the Contract terms and conditions. The Draft Contract is attached hereto as Appendix C and incorporated herein by reference.

8.4.2 Any exceptions to the proposed Contract must be noted in Form No. 15 – Comments on Proposed Contract. The District is under no obligation to modify the proposed Contract to conform to the Successful Respondent's Contract exceptions.

8.5 Term of the Contract and Termination

8.5.1 The term of the Contract shall begin no sooner than the later of the dates executed by both Parties and shall be effective for an initial term of three (3) years, with two (2) optional renewal terms of one (1) year each.

8.5.2 The District may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the District may determine, or to terminate all or a portion of the Contract for the District's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the District orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

8.6 Insurance Requirements

8.6.1 Prior to commencing Services, the Successful Respondent shall procure and maintain at its own cost and expense for the duration of the Contract insurance against claims for injuries to

person or damages to property, which may arise from or in connection with the performance of the work or Services hereunder by the Successful Respondent, his agents, representatives, employees or subcontractors. Specific insurance requirements are set forth in the Contract terms and conditions which are hereby incorporated into this RFP.

8.6.2 Verification of Insurance Coverage (ref: Appendix B – Form 14)

The Successful Respondent shall furnish certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the District before the Services commence.

8.6.3 Subcontractors

The Successful Respondent shall include each of its subcontractors as insured under the policies of insurance required herein.

8.7 Non-Appropriation of Funds

In the event no funds or insufficient funds are appropriated and budgeted by the District or are otherwise unavailable for fulfilling the requirements of the Contract, the obligations of the District shall terminate on the last day of the fiscal period for which appropriations are received, without penalty or expense to the District of any kind whatsoever. District will immediately notify the Consultant or its assignee of such occurrence. In the event of such termination, the District agrees to peaceably surrender possession of the equipment to the Consultant or its assignee on the date of such termination to the extent that such equipment has not been paid for by the District. The Consultant will be responsible for packing all equipment and any freight charges.

The District will not cancel if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the equipment or other equipment performing similar functions for the current fiscal period in which the termination occurs or the next succeeding fiscal period thereafter and that it will not, during the funding period, give priority to other functionally similar equipment or services.

The Consultant shall covenant and agree to indemnify and hold District harmless against any loss, damage liability, cost, penalty or expense, including attorney's fees, which it is not otherwise agreed to by the District in the equipment Contract and which is incurred and arises upon a failure of the District to appropriate funds in the manner described herein for a continuation of the Contract or exercise of the option to purchase the equipment.

8.8 Prohibition Against Considering Social, Political, or Ideological Interests

Pursuant to Section 287.05701, Florida Statutes, in conducting this procurement, the District shall not request documentation of or consider a Respondent's social, political, or ideological interests when determining if the vendor is a responsible vendor, nor shall the District give preference to a Respondent based on the Respondent's social, political, or ideological interests.

8.9 Federal Requirements

This RFP and the work to be performed by Successful Respondent hereunder is fully or partially federally grant funded. In accordance with Federal law, Respondents shall comply with the terms, conditions, and clauses as set forth in Attachment C - Contract for Grant Management and Administration Services – Exhibit E - Federal Provisions Applicable to Consultant.

The Successful Respondent shall adhere to all grant conditions as set forth in the following grant agreements which are attached hereto and incorporated by reference:

State of Florida Department of Commerce Federally Funded Community Development Block Grant Disaster Recovery (CDBG-DR) Rebuild Florida Infrastructure Repair Program Subrecipient Agreement, Commerce Agreement No. MS027 (Wastewater Treatment Facility Hardening Project)

State of Florida Department of Commerce Federally Funded Community Development Block Grant Disaster Recovery (CDBG-DR) Rebuild Florida Infrastructure Repair Program Subrecipient Agreement, Commerce Agreement No. MS029 (Potable Water System Hardening Project)

The Successful Respondent shall adhere to all applicable Federal laws, rules, and regulations, including but not limited to, those set forth below, which are incorporated herein by reference:

- a. 2 CFR. 25.110
- b. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
- c. Executive Orders 12549 and 12689
- d. 41 CFR s. 60-1(a) and (d)
- e. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

As stated above, the above list is not all inclusive, and any other requirement of law applicable in accordance with the Federal, State or grant requirements are also applicable and hereby incorporated into this solicitation. If Respondent cannot adhere to or objects to any of the applicable federal requirements, Respondents proposal may be deemed by the District as unresponsive.

APPENDIX C

CONTRACT FOR RFP 26-2 GRANT MANAGEMENT AND ADMINISTRATION SERVICES

This Contract for RFP26-2, Grant Management and Administration Services (hereinafter "Agreement" or "Contract") is made by and between Cedar Key Water and Sewer District, (hereinafter the "District"), whose principal address is 510 3rd Street, Cedar Key, FL 32625, and _____ (hereinafter the "Contractor"), which parties may hereinafter be referred to collectively as the "Parties" or individually as a "Party."

WITNESSETH:

WHEREAS, the District pursued a competitive process to seek interested firms for the provision of grant management and administration services (the "Services") through Request for Proposals No. 26-2 (the "RFP"); and

WHEREAS, Contractor submitted a Response to the RFP, was selected pursuant to the RFP, and represents that Contractor is capable, prepared, certified, and insured to provide such Services; and

WHEREAS, both the RFP, including any addenda thereto, and the Contractor's Response are incorporated herein by this reference and shall be binding upon both parties; and

WHEREAS, the District wishes to enter this Contract with Contractor to provide the Services on an as needed basis, in accordance with the RFP and the Response.

NOW, THEREFORE, in consideration of the promises and mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. Incorporation of Documents

The following documents are incorporated by reference into this Contract:

1. Scope of Services (Exhibit A)
2. Request for Proposals (RFP) and Contractor's Acknowledgement, RFP 26-2, and any addenda thereto (Exhibit B); and
3. Contractor's Proposal Submitted in Response to the RFP (Exhibit C)
4. Fee Schedule (Exhibit D)
5. Federal Provisions Applicable to Contractor

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties. Any changes to the Contract shall be by a contract amendment which must be agreed to and fully executed by both parties. The cost of a change, modification, or change order must be allowable, allocable, within the scope of any grant or cooperative agreement, and reasonable for the completion of the scope. A cost or price analysis shall be performed when

making contract modifications and amendments if required by applicable federal regulations.

II. Scope of Services

2.1. The Contractor will provide comprehensive grant management and administration services, as further outlined in the RFP and Contractor's Acknowledgement and set forth in the Scope of Services, attached hereto as Exhibit A. Any changes to the Scope of Services shall be made by a contract amendment, which must be agreed to in writing and fully executed by both parties.

2.2. The Services Contractor shall provide under this Agreement shall be those set forth in the Scope of Services, Exhibit A, and shall be those Services within a Task Order that the District shall issue periodically. A Task Order is a formal document that is dated; serially numbered; and executed by both the District and the Contractor by which District accepts Contractor's proposal for specific Services and Contractor agrees to perform such Services under the terms and conditions specified in the Task Order and this Agreement. Nothing contained in any Task Order shall conflict with the terms of this Agreement, and the terms of this Agreement shall be deemed to be incorporated in each individual Task Order as if fully set forth therein.

2.3. If the District issues a Task Order to Contractor, such Task Order shall contain the following information:

2.3.1. A description of the specific Services to be performed (the "Scope of Work"); a schedule of deliverables; completion date; liquidated damages (if applicable); basis of compensation; a Maximum Amount Not To Exceed; or any combination of the foregoing, each with reference to the appropriate sections of this Agreement;

2.3.2. A budget establishing the amount of compensation to be paid with sufficient detail so as to identify all of the various elements of costs: labor rates by classification (in accordance with rates established in the Fee Schedule set forth in Exhibit D hereto), hours for each classification, extended price, subcontracted labor, material, other direct costs, overhead rate, indirect rate, and profit/fee. The sufficiency of such budget detail is subject to the approval of the District; and

2.3.3. Any other additional instructions or provisions relating to the specific Services authorized pursuant to each Task Order that do not conflict with the terms of this Agreement.

2.4. When the Contractor and the District enter into a Task Order for which the term of the Task Order expires on a date that is later than the expiration of this Agreement, the Contractor and the District agree that the terms of this Agreement and any amendments, exhibits, or provisions thereof will automatically extend until the expiration or full completion of the requirements of the Task Order. In such circumstances, cancellation by the District of any remaining work prior to the full completion of work set forth in the Task Order shall cause this Agreement to terminate at the same time. This provision only applies when the expiration of the Task Order extends beyond the expiration of this Agreement. It does not apply when a Task Order expires or is cancelled prior to the expiration of this Agreement.

2.5. The District reserves the right to make changes to the Scope of Services of this Agreement, the Scope of Work of any Task Order, including alterations, reductions therein, or additions thereto. Upon receipt by the Contractor of the District's notification of a contemplated change, the Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the District of any estimated change in the completion date, and (3) advise the District if the contemplated change shall effect the Contractor's ability to meet the completion dates or schedules of Task Orders issued under this Agreement. If the District instructs in writing, the Contractor shall suspend work on that portion of the Scope of Work of a Task Order affected by a contemplated change, pending the District's decision to proceed with the change. Contractor shall be entitled to invoice District for that portion of the Scope of Work completed prior to receipt of the written notice. If the District elects to make the change, the District shall initiate a written amendment to the Task Order signed by both parties, and the Contractor shall not commence work on any such change until such written amendment is signed by the Contractor and the District.

2.6. Notice to Proceed. The Contractor is not authorized to provide any Services or materials to the District or undertake any project or work provided for in any Task Order prior to the District first issuing a written Notice to Proceed for that particular Task order. The Contractor shall commence work within ten (10) days after receiving the Notice to Proceed unless the notice indicates otherwise. Contractor recognizes that the District may contract with several other Contractors to perform work described and that Contractor has not been contracted as the exclusive agent to perform any such work.

2.7. Time. Should Contractor be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of Contractor, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the District, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then Contractor shall notify District in writing within five (5) working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

2.7.1. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of Contractor's services from any cause whatsoever, including those for which District may be responsible in whole or in part, shall relieve Contractor of its duty to perform or give rise to any right to damages or additional compensation from District. Contractor's sole remedy against District will be the right to seek an extension of time to its schedule. This article shall expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault or neglect of the Contractor, the services to be provided hereunder have not been completed within the schedule identified in a Task Order, the Contractor's compensation shall be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by Contractor.

2.7.2. Should the Contractor fail to commence, provide, perform, or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the District hereunder, the District at its sole discretion and option may withhold any and all payments due and owing to the Contractor until such time as the Contractor

resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the District's satisfaction that the Contractor's performance is or will shortly be back on schedule.

III. Duration of Contract and Termination of the Contract

3.1. The Contract will be valid when fully executed by both parties.

3.2. The term of this Contract shall be from the date last signed below and continue for an initial term of three (3) years. The Parties may agree to up to two (2) additional one (1) year renewal periods in writing, with execution by both Parties, and upon advance notice of ninety (90) days.

3.3. The District may terminate this Contract for convenience at any time by providing ten (10) calendar days written notice to the Contractor. If terminated, Contractor shall be paid for work performed and accepted by the District up until the point of termination. Contractor shall not initiate any new or additional work subsequent to receipt of a notice of termination pursuant to this paragraph.

3.4. Contractor shall be considered in material default of this Agreement and such default will be considered cause for District to terminate this agreement, in whole or in part, for any of the following reasons: (a) failure to begin work under the Agreement within a reasonable time after issuance of the Notice(s) to Proceed for a Task Order; (b) failure to properly and timely perform the services to be provided hereunder or as directed by District pursuant to this Agreement; (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Contractor or by any of Contractor's principals, officers or directors; (d) failure to obey laws, ordinances, regulations or other codes of conduct; (e) failure to perform or abide by the terms or spirit of this Agreement; or (f) for any other just cause.

3.5. If the District determines that the performance of the Contractor is not satisfactory, the District shall notify the Contractor of the deficiency in writing with a requirement that the deficiency be corrected within ten (10) days of such notice. Such notice shall provide reasonable specificity to the Contractor of the deficiency that requires correction. If the deficiency is not corrected within such time period, the District may either (1) immediately terminate the Agreement, or (2) take whatever action is deemed appropriate to correct the deficiency. In the event the District chooses to take action and not terminate the Agreement, the Contractor shall, upon demand, promptly reimburse the District for any and all costs and expenses incurred by the District in correcting the deficiency.

3.6. If the District terminates the Agreement, the District shall notify the Contractor of such termination in writing, with instruction to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

3.7. The District reserves the right to unilaterally cancel this Contract for refusal by the Contractor or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida

Statutes, and made or received in conjunction with this Contract unless the records are exempt.

3.8. Upon receipt of a final termination or suspension notice under this Article, the Contractor shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following:

3.8.1. Necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; and

3.8.2. Furnish a statement of the activities and other undertakings the cost of which are otherwise includable as costs under this Contract. The termination or suspension shall be carried out in conformity with the latest schedule of costs as approved by the District. The closing out of federal financial participation in the services provided shall not constitute a waiver of any claim which the District may otherwise have arising out of this Contract.

IV. Mobilization

When a written Notice to Proceed has been received by the Contractor and/or the on-site Contractor Representative, he/she will make all necessary arrangements to mobilize a minimum of 25% of the required resources within 48 hours and 100 % within 7 days of commencement and conduct these contracted services.

V. Method of Payment

5.1. The Contractor will be paid for their services provided in accordance with the terms and conditions of this contract, the RFP and Contractor's Acknowledgement, the Response, and the related Task Order. The maximum contract sum payable by the District to Contractor for services performed under this Contract shall not exceed \$1,500,000.

5.2. The Contractor fully acknowledges and agrees that if at any time it performs Services which have not been fully negotiated, reduced to writing and formally executed by both the District and Contractor, then the Contractor shall perform such Services without liability to the District, and at the Contractor's own risk.

5.3. Payments will be made for Services rendered in a manner consistent with Florida Statutes following receipt of Contractor's Invoice. In the event the Contractor falls behind schedule outlined in each Task Order, no further progress payments will be made until the Contractor brings the Project back on schedule or a revised schedule is submitted and approved by the District, or until all work has been completed and accepted by the District. Any portion of Contractor's Invoice that is objected to or questioned by the District shall not be considered due for the purposes of this Section. To the extent the District does not pay Contractor the total amount invoiced, the District shall provide the Contractor a written explanation of the objection along with any amount paid on that invoice or in lieu of payment if the objection is to the entire amount invoiced.

VI. Fees under options of renewal

If parties mutually agree to exercise the renewal option there will be no rate increase.

VII. Taxes and Assessments

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

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

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

VIII. Invoice Requirements

8.1. The Contractor shall request payment as set forth in the Request for Proposals (RFP) and Contractor's Acknowledgement.

8.2. Invoices. Invoices received by the County from the Contractor pursuant to this Agreement will be reviewed and approved in writing by the County's Representative, who shall confirm whether services have been rendered in conformity with the Agreement, and then send for processing payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid within thirty (30) days following the County Representative's approval, who shall process all payments in accordance with the Florida Prompt Payment Act or advise Contractor in writing of reasons for not processing same. In addition to detailed invoices, upon request of the County's Representative, Contractor will provide County with detailed periodic Status Reports.

8.3. Final Invoice and Final Payment. In order for both parties herein to close their books and records, the Contractor will clearly state "final invoice" on the Contractor's final/last billing to the County for each Task Order. This final invoice shall also certify that all services provided by Contractor have been performed in accordance with the applicable Task Order and all charges and costs have been invoiced to the County. Because this account will thereupon be closed, any and other further charges not included on this final invoice are waived by the Contractor. The acceptance by the Contractor, its successors, or assigns, of any Final Payment due upon the termination of this Agreement, shall constitute a full and complete release of the County from any and all claims or demands regarding further compensation for authorized Services rendered prior to such Final Payment that the Contractor, its successors, or assigns have or may have against the County under the provisions of this Agreement. This Section does not affect any other portion of this Agreement that extends obligations of the parties beyond Final Payment.

IX. Waiver of Claims

Contractor's acceptance of final payment shall constitute a full waiver of any and all claims related to the obligation of payment by it against District arising out of this Contract or otherwise related to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final payment. Neither the acceptance of Contractor's services nor payment by

District shall be deemed to be a waiver of any of District's rights against Contractor.

X. Nondiscrimination

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation. Additionally, per Executive Order 11246, Contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

XI. Subcontracting

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

XII. Indemnification and Hold Harmless

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

XIII. Insurance

13.1. During the life of the Contract the Contractor shall provide, pay for, and maintain, with companies satisfactory to the District, the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida. Prior to execution of this Contract by the District, the insurance coverages and limits required must be

evidenced by properly executed Certificates of Insurance on forms which are acceptable to the District. The Certificates must be personally, manually signed by the Authorized Representatives of the insurance company/companies shown on the Certificates with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to the District, on a timely basis, if required by the District. These Certificates and policies shall contain provisions that thirty (30) days' written notice by registered or certified mail shall be given the District of any cancellation, intent not to renew, or reduction in the policies' coverages, except in the application of the Aggregate Limits Provisions. In the event of a reduction in the Aggregate Limit of any policy, the Contractor shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the District applicable to this Project.

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

13.3. Before starting and until acceptance of the work by the District, Contractor shall maintain insurance of the types and to the limits specified in paragraph 13.7 entitled "Required Insurance." Contractor shall require each of its subcontractors and subcontractors to procure and maintain, until the completion of that subcontractor's or subcontractor's work, insurance of the types and to the limits specified in paragraph 13.7, unless such insurance requirement for the subcontractor or subcontractor is expressly waived in writing by the District. Said waiver shall not be unreasonably withheld upon Contractor representing in writing to the District that Contractor's existing coverage includes and covers the subcontractors and subcontractors for which a waiver is sought, and that such coverage is in conformance with the types and limits of insurance specified in paragraph 13.7. All liability insurance policies, other than the Professional Liability, Worker's, Compensation and Employers' Liability policies, obtained by Contractor to meet the requirements of this Contract shall name the District as an additional insured as to the operations of the Contractor under this Contract and the Contract Documents and shall contain severability of interests provisions.

13.4. If any insurance provided pursuant to this Contract expires prior to the completion of the work, renewal Certificates of Insurance and, if requested by the District, certified, true copies of the renewal policies shall be furnished by Contractor thirty (30) days prior to the date of expiration. Should at any time the Contractor not maintain the insurance coverages required in this Contract, the District may cancel this Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The District shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the District to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Contract.

13.5. Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the District's Representative prior to the commencement of the work. The Contractor shall not commence work under this Contract until it has obtained all insurance required under this

paragraph and such insurance has been approved by the District's Representative, nor shall the Contractor allow any subcontractor to commence work on its sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

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

13.7. Required Insurance

- a. Workers' Compensation insurance as required by the State of Florida.
- b. Employers Liability Insurance with limits of \$1,000,000 per Accident, \$1,000,000.00 Disease, policy limits, \$1,000,000 Disease each employee.
- c. Comprehensive business automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, hired or non-owned vehicles, with minimum limits of \$1,000,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be \$250,000 per person, \$500,000 per occurrence, \$250,000 property damage.
- d. Commercial general liability covering claims for injuries to members of the public or damage to property of others arising out of any covered act or omission of Contractor or any of its employees, agents or subcontractors or sub Contractors, including Premises and/or Operations, Independent Contractors; Broad Form Property Damage and a Contractual Liability Endorsement with \$1,000,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be \$250,000 per person, \$500,000 per occurrence, \$500,000 property damage.
- e. Professional liability insurance of at least \$1,000,000.00, exclusive of defense costs. Contractor shall be required to provide continuing Professional liability insurance to cover all Services provided by Contractor for a period of two (2) years after such Services are completed. The District may require the Contractor to provide a higher level of coverage for a specific project and time frame.
- f. Contractor shall require its subcontractors to be adequately insured at least to the limits prescribed above, and to any increased limits of Contractor if so required by the District during the term of this Contract. The District will not pay for increased limits of insurance for subcontractors.

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

13.8. The Contractor, and its insurance carrier, waives all subrogation rights against the District, their officials, employees, and agents for all losses or damages which occur during the contract

and for any events occurring during the contract period, whether the suit is brought during the contract period or not. The District requires all policies to be endorsed with a Waiver of our Right to Recover from Others or equivalent.

XIV. Compliance with Laws

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

XV. Notice

All notices required by this Contract shall be in writing to the representatives listed below. All notices and written communication between the Parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered two (2) days after transmission by electronic mail (or when receipt is otherwise acknowledged), on the date specified in a courier service delivery receipt or other mail service delivery receipt, or when receipt is acknowledged by recipient.

The authorized representative for the District shall be:

John Rittenhouse or current District Manager
510 3rd St
Cedar Key, FL 32625
Phone: (352) 543-5285
Email: jrittenhouse@ckwater.org (or current District General Manager email address)
Courtesy copy to:

Evan Rosenthal, Esq.
1500 Mahan Drive, Suite 200
Tallahassee, FL 32308
erosenthal@ngnlaw.com

The authorized representative for Contractor shall be:

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least five (5) business days' prior notice of the address change.

XVI. Governing Law & Venue

This Contract shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall lie in Levy County, Florida.

XVII. Public Records

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

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 (352) 543-5285, ALICIA@CKWATER.ORG, ATTN: ALICIA JOHNS, 510 3RD STREET, CEDAR KEY, FLORIDA 32625.

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

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

Further, the Contractor agrees to provide the FEMA Administrator or his/her authorized representatives access to records pertaining to work being performed and completed under this Contract.

XVIII. Audit

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

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Contract. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that District, or its authorized representatives, the Government Accountability Office, the Comptroller General of the United State, FEMA or any of their duly authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Contract. All financial records, timecards and other employment records, and proprietary data and information shall be kept and maintained by Contractor and made available to the District during the terms of this Contract and for a period of three (3) years from the date set forth in 2 CFR §200.333. The District shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at the Contractor's place of business.

In the event that an audit is conducted by Contractor specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor, then Contractor shall file a copy of the audit report with the District's Auditor within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law. District shall make a reasonable effort to maintain the confidentiality of such audit report(s).

Failure on the part of Contractor to comply with the provisions of this Paragraph shall constitute a material breach upon which the District may terminate or suspend this Contract.

District Audit Settlements. If, at any time during or after the term of this Contract, representatives of the District conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that District's dollar liability for any such work is less than payments made by District to Contractor, then the difference shall be either repaid by Contractor to District by cash payment upon demand or, at the sole option of District, deducted from any amounts due to Contractor from District. If such audit finds that District's dollar liability for such work is more than the payments made by District to Contractor, then the difference shall be paid to Contractor by cash payment.

XIX. Compliance with Other Federal Standards

19.1. General Federal Provisions. Work issued under this Contract may be fully or partially funded by a Federal Grant. Where applicable, in accordance with Federal law, Contractor shall comply with the provisions of this Article and comply with the authorities enumerated below, which are incorporated herein by reference.

19.1.1. 2 CFR Part 25.110

19.1.2. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000

19.1.3. Executive Orders 12549 and 12689

19.1.4. 41 CFR Part 60-1(a) and (d)

19.1.5. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary

limitations

Additionally, Contractor shall comply with the contractual provisions set forth in Exhibit C, Federal Provisions Applicable to Contractor. Provided, should any contractual provision set forth in Exhibit C be determined to be invalid, unenforceable, and/or inconsistent with Federal law, any such contractual provision(s) shall be deemed void and severed from Exhibit C, and such determination shall not affect the validity of the remainder of Exhibit C. Further, the Contractor acknowledges that the Federal government is not a party to this agreement 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 this Contract.

XX. Assignment

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

XXI. Entire Contract. Amendment, & Waivers

This Contract (including all Schedules and Exhibits), as incorporated herein, contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Contract can only be amended in writing upon mutual agreement of the parties and signed by both parties.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the District to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the District thereafter to enforce such provisions.

XXII. Severability

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

XXIII. Independent Contractor

Contractor enters into this Contract as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the District as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees,

shall be entitled to any benefits accorded to the District's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Contract.

Contractor warrants that it fully complies with all Federal Executive Orders, statutes and regulations regarding the employment of undocumented workers and others and that all employees performing work under this Contract meet the citizenship or immigration status requirements set forth in Federal Executive Orders, statutes and regulations. Contractor shall indemnify, defend and hold harmless the District, its officers and employees from and against any sanctions and any other liability which may be assessed against the Contractor in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

The employees and agents of each party, shall while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

XXIV. Third Party Beneficiaries

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

XXV. Representation of Authority to Contractor/Signatory

The individual signing this Contract on behalf of [Contractor] represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract. The signatory represents and warrants to the District that the execution and delivery of this Contract and the performance of Tetra Tech, Inc. obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

XXVI. Order of Precedence

In the event of a conflict among or between the Agreement Documents, the documents shall control in the order of precedence set forth below:

1. Amendments to this Agreement
2. Task Orders
3. This Agreement, including exhibits (except as otherwise provided)
4. RFP 26-2
5. Contractor's Proposal Submitted in Response to RFP 26-2

XXVII. E-Verify Requirements

As a mandatory condition precedent to entering into this Contract and in compliance with Section 448.095, Florida Statutes, Contractor and its subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.

District, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, or the provisions of this section shall terminate the Agreement with the person or entity.

District, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the Agreement with the subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Florida Statute, Contractor acknowledges that upon termination of this Contract by District for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any costs incurred by District as a result of termination of any contract for a violation of this section.

Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

XXVIII. Prohibition Against Contracting with Scrutinized Companies

Pursuant to Section 287.135, Florida Statutes, contracting with any entity that is listed on the Scrutinized Companies or Other Entities that Boycott Israel List or that is engaged in the boycott of Israel, that is listed on the Scrutinized Companies with Activities in Sudan List, that is listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations in Cuba or Syria (collectively the "Scrutinized Companies' Lists") is prohibited. Contractor shall certify that the company is not on any of the Scrutinized Companies' Lists. If this Agreement is for One Million Dollars (\$1,000,000) or more, it may be terminated at the District's option if it is discovered that the Contractor submitted false documents of certification or is listed on any of the Scrutinized Companies' Lists. If this Agreement is less than One Million Dollars (\$1,000,000), this Agreement may also be terminated at the District's option if the company is listed on the Scrutinized Companies or Other Entities that Boycott Israel List or engaged in the

boycott of Israel. By entering into this Agreement, Contractor is certifying that they are not on any of the Scrutinized Companies' Lists and are not participating in a boycott of Israel. Submitting a false certification shall be deemed a material breach of contract. The District shall provide notice, in writing, to Contractor of the District's determination concerning the false certification. Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If Contractor does not demonstrate that the District's determination of false certification was made in error, then the District shall have the right to terminate the contract and seek civil remedies.

XXIX. Public Entity Crimes

The Contractor understands and acknowledges that this Contract will be void, in the event the conditions under Section 287.133, Florida Statutes applies to the Contractor, relating to conviction for a public entity crime.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

CEDAR KEY WATER AND SEWER DISTRICT

Michael Borelli, Chairman

Attest: _____

Print Name: _____

DATE: _____

CONTRACTOR

By: _____

[Print Name]

[Title]

DATE: _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ COUNTY OF _____

The foregoing instruments was acknowledged before me this

_____ By _____

(Date)

(Name of officer or agent, title of officer or agent)

on behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced

_____ as identification and did certify to have knowledge of the matters

(Type of Identification)

stated in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____

(Date)

_____ Commission Number _____

(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____

(Name of Notary typed, printed or stamped)

EXHIBIT A

SCOPE OF SERVICES

The District has been awarded the following federally funded grants from Florida Commerce ("Commerce"):

State of Florida Department of Commerce Federally Funded Community Development Block Grant Disaster Recovery (CDBG-DR) Rebuild Florida Infrastructure Repair Program Subrecipient Agreement, Commerce Agreement No. MS027 - Wastewater Treatment Facility Hardening Project (hereinafter the "Wastewater Grant," attached hereto as Appendix E).

State of Florida Department of Commerce Federally Funded Community Development Block Grant Disaster Recovery (CDBG-DR) Rebuild Florida Infrastructure Repair Program Subrecipient Agreement, Commerce Agreement No. MS029 - Potable Water System Hardening Project (hereinafter the "Water Grant," attached hereto as Appendix F).

Contractor must thoroughly review and familiarize themselves with the terms, conditions, and scope of work included in the Water Grant and the Wastewater Grant.

The District requires comprehensive grant management, administration, and compliance services associated with the Water Grant and the Wastewater Grant. Specific services to be performed by the Contractor include:

- 1) Environmental review administrative activities (Environmental Exemption, Public Notice Publication(s), etc.).
- 2) Draft specific policies required pursuant to the grants.
- 3) Prepared federally compliant procurement documents in conjunction with the District's general counsel
- 4) Prepare list of minority and women business enterprise (MBE/WBE) firms.
- 5) Prepare and submitted public notices for publications.
- 6) Maintain financial records related to project activities.
- 7) Conduct a Fair Housing activity and assist the District in affirmatively furthering fair housing and meeting all other Fair Housing Act requirements in the Water Grant and the Wastewater Grant
- 8) Attend pre-bid conference, bid opening, and/or preconstruction meeting as requested by the District
- 9) Maintain project files.
- 10) Attend project meetings and provided progress reports on project activities.
- 11) Prepare documentation for and/or participate in monitoring and/or site visits conducted by Commerce.
- 12) Prepare and submitted financial activity to Commerce.
- 13) Prepared and submitted detailed monthly and quarterly reports to Commerce.
- 14) Prepared and submit Section 3 reports to Commerce (in compliance with Section 3 of the HUD Act of 1968).
- 15) Respond to citizens' comments and complaints.
- 16) Prepare and submit agreement modification document for Commerce review and approval.

- 17) Prepare and submit responses to monitoring findings and concerns to Commerce or HUD.
- 18) Prepare Project Closeout and Grant Closeout Package for submittal to Commerce.
- 19) Comprehensive grant management and administration for the life of the Project
- 20) Tasks related to ensuring compliance with applicable federal laws, rules, and regulations applicable to the Project.
- 21) Work with the District and the District's Attorney to resolve disputes with Commerce or HUD including but not limited to the preparation of appeals
- 22) Provide the District with the education and training of staff that will or may be involved with the various aspects of administration of the Water Grant or the Wastewater Grant, including the any officials or employees of the District who would derive benefit from training.
- 23) Assist the District in ensuring Davis-Bacon Act compliance for the projects to be funded under the Water Grant and the Wastewater Grant.

EXHIBIT B

RFP 26-2, Grant Management and Administration Services

EXHIBIT C

Contractor Proposal

[TO COME]

EXHIBIT D

Contractor Fee Schedule

EXHIBIT E

FEDERAL PROVISIONS APPLICABLE TO CONSULTANT

The Contractor acknowledges and agrees that certain work to be performed under this Agreement may be fully or partially funded by Federal grants and therefore, the Contractor shall comply with the following provisions in performance of such Federally grant funded work, as applicable:

1. Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms. When possible, the Contractor should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below. Such consideration means:

1. These business types are included on solicitation lists;
2. These business types are solicited whenever they are deemed eligible as potential sources;
3. Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
4. Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;
5. Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Applying these requirements to subcontractors.
7. As used herein, the term "minority and women business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. Prior to award of any subcontract under this Agreement, Contractor shall document its efforts made to comply with the requirements of this paragraph. The Contractor shall state that it is an Equal Opportunity or Affirmative-Action employer in all solicitations or advertisements for subcontractors or employees who shall perform work under this Agreement.

2. Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3) During the performance of this Agreement, 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.

3. **Drug Free Workplace Requirements:** All Contractors and contractors entering into Federal funded contracts over the simplified acquisition threshold (as defined at 41 U.S.C. § 134) must comply with the Drug Free Workplace Act of 1988 (41 U.S.C. 8102), which requires the Contractor to take certain actions to provide a drug-free workplace.

4. **Davis-Bacon Act:** If applicable, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. §§ 3141-3144 and 3136-3148), and to require all of its subcontractors performing work under this Agreement to adhere to same. The Contractor and its subcontractors are 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, the Contractor and its subcontractors are required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the Contractor shall place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation documents. The decision to award a contract shall be conditioned upon the acceptance of the wage determination. The Contractor shall must report all suspected or reported violations of the Davis-Bacon Act to the District.

5. **Copeland Anti Kick Back Act:** Contractor and its subcontractors shall comply with all the requirements of the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145, as supplemented by Department of Labor regulations at 29 CFR Part 3), which are incorporated by reference to this Agreement. Contractor and its subcontractors are 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.

6. **Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708):** Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in 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 is 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 or transmission of intelligence.

7. **Debarment and Suspension (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) must not be made under this Agreement to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall certify compliance. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts, which shall read as follows:

Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a Council official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)

8. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352):** Contractors that apply or bid for an award exceeding \$100,000 must 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 must 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 non-Federal award. The Contractor shall certify compliance.

9. **501(c)(4) Entities.** The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code that engages in lobbying activities, from receiving federal funds, including through an award, grant, and/or subgrant. Contractor shall ensure that its subcontractors and comply with this requirement.

10. **Federal Changes:** Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.

11. **Safeguarding Personal Identifiable Information:** Contractor and its subcontractors will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

12. **Energy Policy and Conservation Act (43 U.S.C. §6201):** Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

13. **Right to Inventions Under Federal Grants.** If applicable, Contractor shall comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

14. **Mandatory Disclosures (2 CFR 200.113).** The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII to this part are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339.

15. **Domestic preferences for procurements (2 CFR 200.322).**

(a) As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

16. Trafficking Victims Protection Act (2 CFR Part 175)

The Contractor shall include adhere to the the following and shall include the following language in all subawards if funding could be provided to a private entity under such subaward, as defined below:

I. Trafficking in persons.

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, Contractors under this award, and Contractors' employees may not -

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the awarding/subawarding agency may unilaterally terminate this award, without penalty, if you or a Contractor that is a private entity -

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either -

A. Associated with performance under this award; or

B. Imputed to you or the Contractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR

part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., "2 CFR part XX")].

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a Contractor that is a private entity -

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either -

i. Associated with performance under this award; or

ii. Imputed to the Contractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., "2 CFR part XX")].

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:

i. An individual employed by you or a Contractor who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

17. **No Obligation By Federal Government.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the District, Contractor, or any other party pertaining to any matter resulting from this Agreement.

18. **Federal Agency Seals, Logos and Flags.** The Contractor shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

19. **Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216):** Contractor and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of

critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

20. **Never Contract With The Enemy (2 CFR Part 183).** Contractor must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

21. **Access to Records and Reports: Applicability:** All Contracts that received or may receive federal grant funding. **Requirement:** Contractor's will make available to the District's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, the District or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the Contractor that are pertinent to the District's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the Contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

22. **HUD Green Building Standards.**

a. *Green Building Standard for Replacement and New Construction of Residential Housing.* Consultant shall meet the Green Building Standard for: (i) All new construction of residential buildings and (ii) all replacement of substantially damaged residential buildings. Replacement of residential buildings may include reconstruction (*i.e.*, demolishing and rebuilding a housing unit on the same lot in substantially the same manner) and may include changes to structural elements such as flooring systems, columns, or load bearing interior or exterior walls.

b. *Meaning of Green Building Standard.* For purposes of this requirement, the "Green Building Standard" means the Consultant will require that all construction covered by subparagraph a, above, meet an industry-recognized standard that has achieved certification under at least one of the following programs: (i) ENERGY STAR (Certified Homes or Multifamily High-Rise), (ii) Enterprise Green Communities; (iii) LEED (New Construction, Homes, Midrise, Existing Buildings Operations and Maintenance, or Neighborhood Development), (iv) ICC-700 National Green Building Standard, (v) EPA Indoor AirPlus (ENERGY STAR a prerequisite), or (vi) any other equivalent comprehensive green building program acceptable to HUD.

c. *Standards for rehabilitation of nonsubstantially damaged residential buildings.* For rehabilitation other than that described in subparagraph (a), above, Consultants must follow the guidelines specified in the HUD CPD Green Building Retrofit Checklist, available at <https://www.hudexchange.info/resource/3684/guidance-on-the-cpd-green-building-checklist/>. Consultants must apply these guidelines to the extent applicable to the rehabilitation work undertaken, including the use of mold resistant products when replacing surfaces such as drywall. When older or obsolete products are replaced as part of the rehabilitation work, rehabilitation is required to use ENERGY STAR-labeled, WaterSense-labeled, or Federal Energy Management Program (FEMP)-designated products and appliances. For example, if the furnace, air conditioner, windows, and appliances are replaced, the replacements must be ENERGY STAR-labeled or FEMP-designated products; WaterSense-labeled products (e.g., faucets, toilets, showerheads) must be used when water products are replaced. Rehabilitated housing may also implement measures recommended in a Physical Condition Assessment (PCA) or Green Physical Needs Assessment (GPNA).

d. *Implementation of green building standards.* (i) For construction projects completed, under construction, or under contract prior to the date that assistance is approved for the project, the Consultant is encouraged to apply the applicable standards to the extent feasible, but the Green Building Standard is not required; (ii) for specific required equipment or materials for which an ENERGY STAR- or WaterSense-labeled or FEMP-designated product does not exist, the requirement to use such products does not apply.

23. **Section 3 Clause**

a. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.

b. The Parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with part 75 regulations.

c. The Consultant agrees to send to each labor organization or representative of workers with which the Consultant has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Consultant's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The Consultant agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding

that the subcontractor is in violation of the regulations in 24 CFR part 75. The Consultant will not subcontract with any subcontractor where the Consultant has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

e. The Consultant will certify that any vacant employment positions, including training positions, that are filled (1) after the Consultant is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the Consultant's obligations under 24 CFR part 75.

f. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

24. Build America Buy America Act

a. The Build America Buy America Preference (BABA) applies to Federal awards where funds are appropriated or otherwise made available for infrastructure projects in the United States, regardless of whether infrastructure is the primary purpose of the Federal award. BABA requires the following: 1) All iron and steel used in the project funded by this Agreement are produced in the United States; 2) All listed manufactured products used in the project are produced in the United States; 3) All (listed and non-listed) construction materials are manufactured in the United States. The BABA Preference must be included in all solicitations, subawards, contracts, and purchase orders for the work performed, or products supplied under the Federal award. Contractors working on federally funded infrastructure projects for which BABA applies shall be required to submit a completed Buy American Certificate in substantially the following form:

Buy American Certificate (FAR 52.225-2). Contractor certifies that each end product, except those listed in paragraph 25.28.2 of this provision, is a domestic end product. Contractor shall list as foreign end products in paragraph 25.28.2 those end products manufactured in the United States that do not qualify as domestic end products. The terms "domestic end product," "end product," and "foreign end product" are defined in FAR 52.225-1 entitled "Buy American-Supplies."

Foreign End Products:

Line Item No.

Country of Origin

EXHIBIT E-2

FEDERAL NON-DISCRIMINATION PROVISIONS

The Contractor acknowledges and agrees that certain work to be performed under this Agreement may be fully or partially funded by Federal grants and therefore, in performing such federally funded work, the Contractor shall comply with the following federally mandated non-discrimination requirements, as applicable:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.)
2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.)
3. Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 et seq.)
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794)
5. Revised ADA Standards for Accessible Design for Construction Awards
 - a. Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285)
 - b. Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286)
6. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.)
7. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency"
8. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712)

EXHIBIT E-3

ENVIRONMENTAL COMPLIANCE

The Contractor acknowledges and agrees that certain work to be performed under this Agreement may be fully or partially funded by Federal grants and therefore, in performing such federally funded work Contractor shall comply with all of the federal environmental statutes, regulations, and executive orders listed below, as applicable:

1. The National Environmental Policy Act (42 U.S.C. § 4321 et. seq.)
2. The Endangered Species Act (16 U.S.C. § 1531 et seq.)
3. Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)
4. Clean Water Act Section 404 (33 U.S.C. § 1344 et seq.)
5. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712); Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds
6. National Historic Preservation Act (54 U.S.C. § 300101 et seq.) and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800)
7. Clean Air Act (42 U.S.C. § 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) (Clean Water Act), and Executive Order 11738 (“Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans”)
8. The Flood Disaster Protection Act (42 U.S.C. § 4002 et seq.)
9. Executive Order 11988 (“Floodplain Management”) and Executive Order 11990 (“Protection of Wetlands”)
10. Executive Order 13112 (“Invasive Species”)
11. The Coastal Zone Management Act (16 U.S.C. § 1451 et seq.)
12. The Coastal Barriers Resources Act (16 U.S.C. § 3501 et seq.)
13. The Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)
14. The Safe Drinking Water Act (42 U.S.C. § 300 et seq.)
15. The Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.)

16. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.)

17. Executive Order 12898 (“Environmental Justice in Minority Populations and Low Income Populations”)

18. Rivers and Harbors Act (33 U.S.C. § 407)

19. Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. § 1431 et seq.), and Executive Order 13089 (“Coral Reef Protection”)

20. Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)

21. Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)

22. Pursuant to 2 CFR §200.322, Contractor and its subcontractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$1 0,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

EXHIBIT E-4
BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

On behalf of the Contractor, the undersigned certifies, to the best of his or her knowledge, that:

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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**REQUEST FOR PROPOSALS
FOR
GRANT MANAGEMENT AND ADMINISTRATION
SERVICES
FOR
CDBG-DR POTABLE WATER SYSTEM HARDENING
PROJECT
AND
CDBG-DR WASTEWATER TREATMENT FACILITY
HARDENING PROJECT**

**Appendices A – B Required Forms, Documents and
Certifications**

The following forms must be fully filled out and signed by a person with authority to bind the Respondent.

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Appendix A

CHECKLIST OF REQUIRED FORMS, DOCUMENTS AND CERTIFICATIONS:

Please submit the items on the following list and any other items required by any section of this RFP. The checklist is provided as a courtesy and may not be inclusive of all items required within this RFP.

Form No. 1	Response Transmittal Form
Form No. 2	Qualifications Application and Questionnaire
Form No. 3	References
Form No. 4	Indemnification and Hold Harmless Statement
Form No. 5	Public Entity Crimes Sworn Statement
Form No. 6	Equal Employment Opportunity/Affirmative Action Statement
Form No. 7	Drug Free Workplace Certification
Form No. 8	Conflicts of Interest Disclosure
Form No. 9	Non-Collusion Affidavit
Form No. 10	Byrd Anti Lobbying Certification
Form No. 11	List of Proposed Sub-Contractors
Form No. 12	Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions
Form No. 13	E-Verify Certification
Form No. 14	Insurance Certification
Form No. 15	Comments on Proposed Contract
Form No. 16	Anti-Human Trafficking Affidavit
Form No. 17	Contracting with Entities of Foreign Countries of Concern Affidavit

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Appendix B

Required Forms and Certifications

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FORM 1

RESPONSE TRANSMITTAL FORM (TO BE ON RESPONDENT'S LETTERHEAD)

The Cedar Key Water and Sewer District Board reserves the right to accept or reject any and/or all Responses in the best interest of the District.

This Response is submitted by the below named firm/individual by the undersigned authorized representative.

(Firm Name)

BY _____
(Authorized Representative)

(Printed or Typed Name)

ADDRESS _____

TELEPHONE _____

EMAIL _____

FEID # _____

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials _____

Addendum #2 dated _____ Initials _____

Addendum #3 dated _____ Initials _____

Addendum #4 dated _____ Initials _____

Addendum #5 dated _____ Initials _____

Addendum #6 dated _____ Initials _____

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Attach a copy of the webpage(s) from <http://www.sunbiz.org> here

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FORM 2
QUALIFICATION APPLICATION AND QUESTIONNAIRE

All qualification packages must be submitted with the Response to be considered for qualification. No exceptions.

PURPOSE: To provide the District with reasonable assurance that the prospective Respondent has the financial assets, resources, work force, and work experience to successfully complete the agreement with the District.

FIRM NAME: _____

BUSINESS ADDRESS: _____

CITY – STATE – ZIP _____

PHONE NUMBER: _____

EMAIL: _____

The undersigned warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary.

1. What is the firm's current Florida General Business Number?

2. How many years has your organization been in business?

3. Describe and give contact information of current projects that you have underway. Do you have a project(s) underway which might interfere with the start of this work and completion on schedule?

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4. List projects and provide a brief description that you have completed similar in type, size, and nature as the one proposed. Note: Projects may be larger than this project.

a. Name of Project: _____
Owner/Engineer: _____ Telephone No.: _____
Address: _____
Date Started: _____ Date Completed: _____ Contract Value: _____
Team Members: _____
Description of Project: _____

b. Name of Project: _____
Owner/Engineer: _____ Telephone No.: _____
Address: _____
Date Started: _____ Date Completed: _____ Contract Value: _____
Team Members: _____
Description of Project: _____

c. Name of Project: _____
Owner/Engineer: _____ Telephone No.: _____
Address: _____
Date Started: _____ Date Completed: _____ Contract Value: _____
Team Members: _____
Description of Project: _____

5. List any additional references you would like to include outside of projects similar in scope to this one:

Name of Project: _____
Owner/Engineer: _____ Telephone No.: _____

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Address: _____

Name of Project: _____

Owner/Engineer: _____ Telephone No.: _____

Address: _____

Name of Project: _____

Owner/Engineer: _____ Telephone No.: _____

Address: _____

6. List the projects completed within Levy County in the past (3) years.

7. Have you ever failed to complete work awarded to you? If so, where and why?

8. List all past project conflicts, litigations, arbitrations, mediations, informal settlement discussions, or disputes involving your company for the past (3) years and outcome. Fully describe the circumstances (use additional sheets if necessary).

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9. State the true and exact, correct, and complete name under which you do business.
BIDDER IS:

SOLE PROPRIETORSHIP

(Individuals Signature) (SEAL)

(Individuals Name)

Florida Business License No. and Expiration Date _____

Business Address: _____

Phone No.: _____

A PARTNERSHIP

(Partnership Name) (SEAL)

(General Partner's Signature)

(General Partner's Name)

Florida Business License No. and Expiration Date _____

Business Address: _____

Phone No.: _____

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A CORPORATION

(Corporation Name) (SEAL)

(State of Incorporation)

By _____ (Name of person authorized to sign)

(Title)

(Authorized Signature)

Florida Business License Number and Expiration Date _____
(Corporate Seal)

Attest _____
(Secretary)

Business address: _____

Phone No.: _____

10. LIST ALL PRINCIPALS OF ORGANIZATION: (President, Vice-President, Secretary-Treasurer, Partner, etc.)

Signature and Title of Person Submitting Application

Date

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STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by

_____, as _____ of _____ on
(Name) (Title) (Company)

behalf of the company. He/she is personally known to me or has produced _____
(DL or ID Number)
as identification.

(Signature of Notary) Notary Public, State of _____

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Commission No.: _____ My Commission Expires: _____

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FORM 3 REFERENCE FORM

Respondent Name: _____

Respondents are required to submit with their Responses three (3) letter of reference, with which they have provided similar services as requested in this solicitation. Vendors shall use this attachment to provide the required reference information. The District reserves the right to contact all references during this RFP and make a responsibility determination, not subject to review or challenge.

FORMER CLIENTS and Project Description	
Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

Authorized Signature: _____

Name: _____

Title: _____

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FORM 4

INDEMNIFICATION AND HOLD HARMLESS

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

Signed: _____

Name: _____

Title: _____

Firm: _____

Address: _____

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FORM 5
SWORN STATEMENT UNDER 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 Cedar Key Water and Sewer District Board

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 bid 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 misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of 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 contract and which bids or applies to bid on contracts for the

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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 relation to the entity submitting this sworn statement. [Indicate which statement applies.]

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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 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 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 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 contractor list. [Attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT 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 A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 2023.

Personally known _____ OR Produced identification _____
(Type of identification)

NOTARY PUBLIC

Notary Public - State of _____

My commission expires: _____

Printed,
typed, or stamped commissioned name of notary public

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FORM 6

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The Consultant and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

Signed: _____

Name: _____

Title: _____

Firm: _____

Address: _____

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FORM 7 DRUG FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more response which 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 response 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 responses will be followed if none of the tied vendors 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, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under this solicitation, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or 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 work place no later than five (5) days after such conviction.
- 5) Impose a sanction, on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

VENDOR _____ TITLE _____

AUTHORIZED SIGNATURE _____ DATE _____

RFP 26-2 Grant Management and Administration

**FORM 8
CONFLICT OF INTEREST DISCLOSURE**

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their Responses whether any officer, director, employee or agent is also an officer or an employee of the Board of the Cedar Key Water and Sewer District. All firms must disclose the name of any District officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the District, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the actions of the District in Connection with this procurement.

Names of Officer, Director, Employee or Agent that is also an Officer or Employee of Cedar Key Water and Sewer District:

_____	_____
_____	_____

Name of State Officer or Employee that owns 5% or more in Respondent's firm:

_____	_____
_____	_____

Name

Company

Date

RFP 26-2 Grant Management and Administration

**FORM 9
NON-COLLUSION AFFIDAVIT**

The undersigned being first duly sworn as provided by law, deposes, and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Board of the Cedar Key Water and Sewer District and that it will be relied upon by said District, in any consideration which may give to and any action it may take with respect to this Response.

2. The undersigned is authorized to make this Affidavit on behalf of,

(Name of Corporation, Partnership, Individual, etc.)

a, _____ formed under the laws of _____
(Type of Business) (State or Province)

of which he is . _____
(Sole partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Response by the District, also that no head of any department or employee therein, or any officer of the District is directly interested therein.

4. This Response is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Response, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said Response or Responses of any other bidder; and all statements contained in the Response or Responses described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said Response or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

AFFIANT'S NAME

AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this _____ day of _____ 2023.

Personally Known _____ or Produced Identification _____

Type of Identification _____

Notary Public

(Print, Type or Stamp Commissioned Name of Notary Public)

RFP 26-2 Grant Management and Administration

FORM 10 BYRD ANTI-LOBBYING CERTIFICATION

Contractors that apply or bid for an award exceeding \$100,000 must 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 must 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 non-Federal award.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

RFP 26-2 Grant Management and Administration

FORM 11

LIST OF PROPOSED SUBCONTRACTORS AND SERVICES TO BE PERFORMED

Subcontract 1 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 2 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 3 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 5 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 6 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 7 Name: City/State/Zip Services to Perform and Percentage:

RFP 26-2 Grant Management and Administration

FORM 12

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY
MATTERS, PRIMARY COVERED TRANSACTIONS**

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this 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;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/Response had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Response.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Title

Consultant/Firm

Address

RFP 26-2 Grant Management and Administration

FORM 13 E-VERIFY COMPLIANCE CERTIFICATION

In accordance with the Governor of Florida's Executive Order 11-116, the Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the Consultant during the Contract term, and shall expressly require any subcontractors performing work or 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; and shall provide documentation of such verification to the District upon request.

As the person authorized to sign this state, I certify that this firm complies/will comply fully with this RFP regarding e-Verify Compliance.

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

RFP 26-2 Grant Management and Administration

FORM 14

REQUIRED INSURANCE POLICY ENDORSEMENTS AND DOCUMENTATION

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional insured (Cedar Key Water and Sewer District, its Officers, employees, and volunteers) – All policies with the exception of Worker's Compensation

Primary and not contributing coverage - All policies

Waiver of Subrogation (Cedar Key Water and Sewer District, its officers, employees, and volunteers)- All policies

Thirty days advance written notice of cancellation to District – All policies

Professional Liability Policy Declaration sheet as well as claims procedures for each applicable policy to be provided

Please mark the appropriate box:

Coverage is in place ☐ Coverage will be placed, without exception ☐

The undersigned declares under penalty of perjury that all the above insurer information is true and correct.

Name _____ Signature _____
Typed or Printed

Date _____ Title _____
(Company Risk Manager or Manager with Risk Authority)

RFP 26-2 Grant Management and Administration

FORM 15

COMMENTS ON PROPOSED CONTRACT

*Any comments that are included on this form regarding the contract documents will be forwarded to the legal department for review. The District’s acceptance of comments does not guarantee any revision to the contract documents. Comments not included on this form WILL NOT be considered. Please indicate NONE or NA if there are no comments on the proposed contract documents.

<u>Comments on Proposed Contract</u>
Contract Provision at Issue
Objection by Bidder
Suggested Resolution

RFP 26-2 Grant Management and Administration

**FORM 16
ANTI-HUMAN TRAFFICKING AFFIDAVIT**

DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with Cedar Key Water and Sewer District must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.

I _____ (insert name) as _____ (insert title) on behalf of
_____ (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. _____ (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, _____ (insert entity name) does not participate in any of the following actions:
 - a. Using or threatening to use physical force against any person;
 - b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
 - d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - e. Causing or threatening to cause financial harm to any person;
 - f. Enticing or luring any person by fraud or deceit; or
 - g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Printed Name:
Title:
Nongovernmental entity:
Date:

STATE OF _____
COUNTY OF _____

RFP 26-2 Grant Management and Administration

SWORN TO AND SUBSCRIBED before me ____ in person or ____ remote notarization by
as _____ on behalf of
_____, who is personally known to me or who produced
_____ as identification this _____ day of _____, 202__.

Notary Public

(Notary Seal)

RFP 26-2 Grant Management and Administration

FORM 17

CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED AFFIDAVIT

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Cedar Key Water and Sewer District and that it will be relied upon by said District in any consideration which may give to and any action it may take with respect to this Proposal.

2. The undersigned is authorized to make this Affidavit on behalf of,

(Name of Corporation, Partnership, Individual, etc.) (hereinafter "Proposer")

a, _____ formed under the laws of _____
(Type of Business) (State or Province)

of which he is . _____
(Sole partner, president, etc.)

3. Pursuant to Section 287.138, Florida Statutes, the undersigned certifies and affirms that Proposer is not an entity owned by the government of a "Foreign Country of Concern" (as defined in Section 287.138, Fla. Stat.), the government of a Foreign Country of Concern does not have a controlling interest in the Proposer, and the Proposer is not organized under the laws of or have its principal place of business in a Foreign Country of Concern,

AFFIANT'S NAME

AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this _____ day of 20____.

Personally Known _____ or Produced Identification _____

Type of Identification _____

Notary Public

(Print, Type or Stamp Commissioned Name of Notary Public)