

REQUEST FOR PROPOSALS



**HOLMES COUNTY
ENGINEERING SERVICES RFP NO:2022-07**

ADVERTISED: Holmes County Times-Advertiser, July 13th and 20th, 2022

BID DEADLINE: August 15, 2022 at 2:00 PM CST

BIDS/PROPOSALS ARE TO BE SUBMITTED TO:

**HOLMES COUNTY BOARD OF COUNTY COMMISSIONERS
ATTN: DAVID CORBIN, PROJECT DIRECTOR**

107 E. Virginia Ave.

Bonifay, FL. 32425

Ph: (850)547-1119

Fax: (850) 547-4134

hadmin@holmescountyfl.org

BID OPENING:

**August 15 2022 at 3:00 PM CST
Holmes County Commission Chambers
107 E. Virginia Ave., Bonifay, FL 32425**

ATTACHMENTS:

Notice of Request for Bids/Proposals

General Instructions and Conditions

Special Instructions and Conditions

Minimum Technical Specifications

Bid Forms (To be submitted with bid.):

Equal Opportunity Report Statement

Certification Regarding Debarment & Anti-Lobbying Compliance Cert.

Certification of Non-Segregated Facilities

Public Entity Crimes Statement,

Drug-Free Workplace Certification

Anti-Collusion Clause Form

Required Contract Clauses

State of Florida License

INSTRUCTIONS TO BIDDERS/PROPOSERS

Qualified firms are invited to submit a Bid/Proposal to the **HOLMES COUNTY** for **ENGINEERING SERVICES RELATED TO DAY-TO-DAY COUNTY ACTIVITIES**, RFP NO.: 2022-07 by replying to the enclosed specification. For the Bid/Proposal to be considered, complete all items in this specification. Proposals will be ranked separately and considered on an equal competitive basis.

All Bids/Proposals must include one **(1) original** and **five (5) copies** and be addressed to:

HOLMES COUNTY BOARD OF COUNTY
COMMISSIONERS
ATTN: DAVID CORBIN, PROJECT DIRECTOR
107 E. Virginia Ave, Bonifay, FL 32425

Proposals must be **received** at the address listed above no later than **August 15, 2022, at 2:00 PM CST**
Late Proposals will not be accepted, regardless of the reason.

Proposal envelopes must be **sealed and marked** with the RFP number, due date, and name of Proposer to identify the enclosed submittal. If more than one package is submitted, please mark "1 of 2", "2 of 2", etc.

INTERPRETATION OF SPECIFICATION

All questions pertaining to the terms and conditions of the scope of work of this Bid/Proposal must be submitted **in writing mail or e-mail** as shown below:

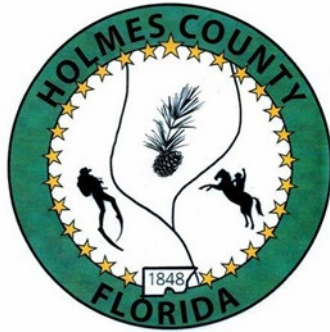
HOLMES COUNTY BOARD OF COUNTY COMMISSIONERS
ATTN: DAVID CORBIN, PROJECT DIRECTOR
107 E. Virginia Ave, Bonifay, FL 32425

No oral interpretations will be made to any firm as to the meaning of specifications or any other contract documents. In accordance with Florida Statutes 287.057(23), "Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72 -hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response." Questions must be submitted **in writing to the Project Director** as referenced above.

All questions must be received at least five (5) calendar days prior to the scheduled opening of Bids/Proposals. Any interpretation of the Bid/Proposal terms, conditions, and/or specification, if made, will be only by Addendum issued by the Project Director. A copy of such Addendum will be posted to the County's website and e-mailed to each proposer that received a copy of the advertisement of the Request for Bids/Proposals. **IT IS THE RESPONSIBILITY OF THE BIDDER/PROPOSER TO CHECK THE COUNTY'S WEBSITE FOR ANY ADDENDA PRIOR TO SUBMITTING A BID/PROPOSAL.** No verbal instructions or interpretations of drawings and specifications will be made other than indicated above. •

The County reserves the right to reject any or all proposals, to waive informalities in the Bids/Proposals and to re-advertise for Bids/Proposals. The County also reserves the right to separately accept or reject any item or items of a Bid/Proposal and to award and/or negotiate a contract in the best interest of the County.

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HOLMES COUNTY
SPECIAL INSTRUCTIONS AND CONDITIONS
ENGINEERING SERVICES RFP NO:2022-07

*** Note: The GENERAL INSTRUCTIONS AND CONDITIONS (attached hereto) apply, except as set forth below, for this Bid.**

A. Description: See Attached As Follows

Holmes County is soliciting Proposals from qualified firms to perform consulting services related to all activities when engineering services are required. Awarded firms shall be responsible for the performance of all required contracted consulting services as well as any and all associated services as required by Holmes County. All submitted Proposals shall be for principal firms and may include sub-contractors.

B. Specifications: See Attached As follows:

See attached Scope of Services

C. Contract/Agreement Required: None As follows:

To be finalized post award.

D. Items to be submitted with Proposal: None As follows:

- One (1) original with five (5) copies of the proposal,
- Equal Opportunity Report Statement
- Certification Regarding Debarment & Anti-Lobbying Compliance Cert.
- Certification of Non-Segregated Facilities
- Public Entity Crimes Statement,
- Drug-Free Workplace Certification
- Anti-Collusion Clause Form
- Required Contract Clauses
- State of Florida License

E. Deadline and place for submission of Bids:

July 15, 2021 at 2:00 PM CST
107 E. Virginia Ave, Bonifay, FL 32425

F. Time and place for Opening of Bids:

July 15, 2021 at 2:00 PM CST
107 E. Virginia Ave, Bonifay, FL 32425

G. Insurance Requirements: None As follows:

Minimum Coverage:

Property Damage:	\$500,000
General Liability:	\$1,000,000 / \$2,000,000
Automobile Liability:	\$1,000,000 / \$2,000,000
Workers' Compensation:	\$ Statutory Limit*

Note: Insurance Certificate must be provided by Successful Bidder/Proposer upon execution of Agreement. County is to be listed on the bidder's/proposer's Certificate of Insurance as additionally insured and certificate holder for the County to be notified if the insurance is canceled or modified.

H. Bond Requirements: None As follows:

Amount of Bond

Bid Bond	\$_____ or NIA % of Bid
Performance Bond	\$_____ or NIA % of Bid
Payment Bond	\$_____ or NIA % of Bid
Construction Bond	\$_____ or NIA % of Bid

Other: _____

I. Number of Copies of Bid Forms with original signature(s) Required:

One (1) unbound original with notarized Signatures, plus five (5) copies.

NOTICE: Proposals may be rejected if all documents are not complete and executed, and the numbers of copies specified/requested of each are not submitted with the proposal.

GENERAL INSTRUCTIONS AND CONDITIONS

(1) **NOTICE TO BIDDERS/PROPOSERS**

The following general instructions and conditions apply to all Requests for Bids/Proposals unless modified by the provisions set forth in the "**Special Instructions and Conditions**" attached hereto. If there is a conflict between the "Special Instructions and Conditions" and these "General Instructions and Conditions," the provisions in the Special Instructions and Conditions will apply. **Note: The General Instructions and Conditions and the Special Instructions and Conditions are periodically revised; potential Bidders/Proposers should read both carefully prior to submitting a Bid/Proposal. The attached Special Instructions and Conditions apply only to this Bid/Proposal.**

(2) **SUBMITTAL OF BIDS/PROPOSALS**

Qualified businesses or individuals requesting consideration must submit a complete Bid/Proposal with any/all attachments in a sealed package clearly marked with the **name** and **number of the Bid/Proposal**, to the attention of the Project Director, prior to closing time at the address shown in the **Special Instructions and Conditions** attached hereto. If not so marked as to this wording, sealed and/or received by the closing time, the Bid/Proposal will not be accepted. Bid/Proposal packages, additional information regarding this Bid/Proposal, or the bidding procedures may be obtained by contacting the Project Director, 107 E. Virginia Ave, Bonifay, FL 32425.

It shall be the sole responsibility of the Bidders/Proposers to have their Bid/Proposal delivered on or before the closing time and date stated in the **Special Instructions and Conditions**. Any Bids/Proposals received after the stated time and/or due to delays caused by mail or courier delivery, or any other reason, shall not be opened or otherwise considered, and will be returned at the bidder's/proposer's expense.

Bids/Proposals shall be opened and publicly announced at 107 E. Virginia Ave, Bonifay, FL 32425, after closing of Bids/Proposals, unless otherwise specified in the Special Instructions and Conditions.

(3) **SPECIFICATIONS AND REQUIREMENTS**

The detailed specifications and additional requirements relating to this Bid/Proposal are set forth in the Special Instructions and Conditions attached hereto.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification as to any details or any omission of a detailed description concerning any point shall be regarded as meaning that only the best construction practices are to prevail and that only new materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of specifications shall be made accordingly by the County.

(4) **BID/PROPOSAL FORM**

Bidders/Proposers shall complete, sign and furnish the "Bid Certification Form", together with the forms, specifications and materials required in the "Special Instructions and Conditions" or any exhibits attached hereto. This will include a properly executed Drug-Free Workplace Certification, and a Sworn Statement on Public Entity Crimes Form, pursuant to Section 287.133(3)(a), Florida Statutes. The minimum number of complete Bid/Proposal packages to be submitted is set forth in the Special Instructions and Conditions.

If the "Special Instructions and Conditions" include a "Scope of Work" provision, and/or provide for a supplemental and or implementing agreement, the County reserves the right to modify the "Scope of Services." Further, the terms and conditions of any such agreement shall be modified prior to

execution by the County, if such modifications are determined to be in the best interest of the County.

Bids/Proposals may be considered non-responsive, at the sole option of the County, and may be rejected if they include omissions, alterations of form, additions not called for, conditions or limitations, unauthorized alternate Bids/Proposals, submission of less than the number of bid packages requested, or other irregularities of any kind.

Unless otherwise stated, the price(s) set forth in the Bid/Proposal include(s) all costs and expenses for labor, equipment, materials, commissions, transportation charges and expenses, handling material inspection, and patent fees and royalties, together with any and all other costs and expenses for providing the service, equipment, materials or performing and completing the work as shown according to the plans and specifications herein.

If quotations are requested for the various items of work, they are intended to establish a total price for providing the materials, equipment, services, or completing the work in its entirety. If the Bidder/Proposer determines that the cost for any item of work has not been established by the Proposal Form, the cost for that work is to be included in other applicable Bid/Proposal item(s), so that the Bid/Proposal reflects the total price for completing that work in its entirety.

In the event of a discrepancy between a unit bid price and an extension, the unit bid price will govern. Written prices shall govern over figures.

(5) CLARIFICATION AND ADDENDA

Each Bidder/Proposer shall examine all Bid/Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning the interpretation, clarification or additional information pertaining to this Invitation to Bid/Request for Bid/Proposal will be accepted by the Project Director up to and including five

(5) working days prior to the closing date and time stated herein. The issuance of a written addendum signed by the Project Director is the only official method whereby interpretation, clarification or additional information can be given. The County shall not be responsible for oral interpretations given by any County employee, representative or others. If any addenda are issued, the County will attempt to notify all known prospective Bidders/Proposers. However, it shall be the responsibility of each Bidder/Proposer, prior to submitting a Bid/Proposal, to contact the Project Director's Office to determine if addenda were issued, and to make such addenda a part of the Bid/Proposal. If an addendum has been issued and was not incorporated in the Bid/Proposal documents submitted by Bidder/Proposer, the Bid/Proposal may not be accepted or considered by the County.

(6) MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS

Unless otherwise specifically stated in the Special Instructions and Conditions, any manufacturer's names, trade names, brand names, catalog numbers, or similar information listed in a specification, are for the purpose of information and illustration, and are not intended to restrict the submission of alternates meeting minimum specifications. The Bidder/Proposer may offer the same or any alternate for which the Bidder/Proposer is an authorized representative, which meets or exceeds the specifications for any item. If a manufacturer's name or model is included in the specification, and a Bid/Proposal is based on alternate products or services which Bidder/Proposer maintains is equivalent and meets or exceeds specifications, Bidder/Proposer is to indicate on the Bid/Proposal Form the manufacturer's name and related information of the alternate; including any

deviation from the specifications. Unless expressly noted on the Bid/Proposal that an alternate is being proposed, and the specification includes a specific manufacturer's model or brand, the Bid/Proposal will be considered as a quotation for the item(s) stated in the specifications.

(7) INFORMATION AND DESCRIPTIVE LITERATURE

Bidders/Proposers must furnish all information requested in the Bid/Proposal packet including but not limited to any sketches, plans, designs, specification, and descriptive literature regarding the product(s)/service(s) being offered. Bids/Proposals which do not comply with these requirements are subject to rejection. Reference to submission of documentation or materials with a previous Bid/Proposal will not satisfy this provision.

(8) BONDS/INSURANCE

If the Bid/Proposal is accepted by the County, it will become a binding contract on both parties. If a bond or cashiers/certified check is required as a bond, it shall be submitted with the Bid/Proposal. If the undersigned shall fail to deliver or perform, or if applicable, execute a contract if provided for herein, then the County may, at its option, determine that the undersigned has abandoned the award/contract, and thereupon such acceptance of the Bid/Proposal and/or award shall be null and void, and any cashiers/certified check or bond accompanying this Bid/Proposal shall be forfeited to and become the property of the County. The full amount of said check, or if a bond, the full amount of such bond, shall be paid to the County as partial liquidated damages; otherwise, any bond or cashiers/certified check accompanying this Bid/Proposal shall be returned to the undersigned within 30 calendar days from the date of award, or if provisions for a Notice to Proceed are included, from the date of the Notice to Proceed.

If a bid or proposal bond is required, the bonds of unsuccessful Bidders/Proposers will be returned within 30 calendar days of the Bid/Proposal due date, except as set forth below.

If a proposal is subject to the Competitive Negotiations Act, the bonds will be returned within 60 days of the proposal due date, except for the bond of the 3 highest ranked proposers. Within 30 days of execution of a contract, bonds from the remaining unsuccessful proposers will be returned.

Bid bond, if required, will be returned within 30 calendar days of delivery/acceptance of the item(s) bid or service(s) provided, unless a standard payment and performance bond is required. When a standard Payment and Performance Bond is required, the bid bond of the successful Bidder/Proposer will be returned within 30 calendar days from the date of the Notice to Proceed.

In the event a bid is awarded, a proposal is accepted, and/or a contract is executed, and the Bidder/Proposer chooses not to proceed, or fails to perform for any reason, the bond will be forfeited and retained by the County as partial liquidated damages. Future Bids/Proposals will not be accepted for consideration from the Bidder/Proposer for five (5) years, or such shorter period as the County Commission may determine.

In the event an award/selection is not made within 90 days after the Bid/Proposal due date and the County does not return all bonds, upon 30 business days written request, a bidders/proposer may withdraw their bid or proposal from consideration, and obtain a refund of the Bid/Proposal bond.

All Awards will be subject to presentation of any required performance bond or certificate of insurance prior to any purchase authorizations, agreements, contract documents, or delivery. The Bidder/Proposer shall maintain any performance bonds or insurance coverage set forth in the Special Instructions and Conditions, at its own expense. If insurance is required, the County is to be listed on the bidder/proposer's Certificate of Insurance as an additional insured and certificate holder in order that the County will be notified if the insurance is canceled or modified. The certificate shall also list the name of the project/service/equipment purchased, and the expiration date of the policy. At the County's option, an award may be canceled, and any bid bond forfeited if any required performance bond or

insurance certificate is not delivered within 21 calendar days of the date of award.

***Note:** The provisions of this section are in addition to and not a replacement for, any Bid/Proposal and/or performance bond required in the Special Instructions and Conditions. The foregoing provisions are intended to be in addition to any other legal remedy available to the County for non-performance by a Bidder/Proposer subsequent to the acceptance and/or award of a bid or proposal.*

(9) SERVICE AND WARRANTY

If any warranty repair or replacement service is requested in the Special Instructions and Conditions, any deviation or limitation from the requirements is to be expressly stated on the Bid Request for Proposal Certification Form.

If the service or product provided to the County pursuant to the bid consists of computer hardware, software or firmware, the Bidder/Proposer warrants that said product will accurately process/or reflect data from, into and between the twentieth and twenty-first centuries, including leap-year calculations.

(10) CONTRACT FORMS

Any agreement or contract resulting from the acceptance of a Bid/Proposal shall be on forms either supplied by or approved by the County, and shall contain, as a minimum, applicable provisions of the Invitation to Bid/Request for Proposal, and the Bid/Proposal documents to be submitted by Bidder/Proposer, including the Special Instructions and Conditions, General Instructions and Conditions, and all attachments therewith. The County reserves the right to reject any Bid/Proposal or resulting agreement which does not conform to the Invitation to Bid/Proposal and, if applicable, any County requirement relating to such an Agreement.

The County reserves the right to extend any contract or agreement for an additional period of not more than ninety (90) days beyond the original expiration date. Prices in effect on the last day of the contract shall remain in effect for the contract extension period. Additional extensions shall be subject to agreement of both parties.

The successful Bidder/Proposer will be required to execute any resulting agreement and provide any bonds or insurance certificates required within 10 days of contract execution. Failure to timely execute the necessary bond or insurance certificate will result in cancellation of an award, with no further obligation by the County.

This Bid/Proposal is subject to the appropriation of funds in an amount sufficient to allow continuation of the County's performance in accordance with the terms and conditions of this Bid/Proposal for each and every fiscal year in which this Bid/Proposal is executed and entered into. If funds are not appropriated/available, the County shall provide prompt written notice to the selected Bidder/Proposer that effective thirty (30) days after giving such notice, or upon the expiration of the time for which funds were appropriated, whichever occurs first, the County will thereafter be released of all further obligations related to the Bid/Proposal and/or award.

(11) BID/PROPOSAL EXPENSES

All expenses for preparing and submitting Bids/Proposals to the County are to be borne by the Bidder/Proposer.

(12) VARIANCES

Any variance whatsoever from the Bid/Proposal Specifications are to be clearly identified on the Bid/Proposal form. Acceptance of any proposed variations will be at the sole discretion of the County.

(13) CONFLICT OF INTEREST

The award of a bid or acceptance of proposal is subject to Chapter 112, Florida Statutes. All Bidders/Proposers must disclose with their Bid/Proposal the name of any officer, director, or agent who is a County official or employee, or a member of an official's or employee's immediate family. Further, Bidders/Proposers must disclose the name of any County official or employee, or a member of an official's or employee's immediate family, who owns directly or indirectly an interest of ten percent (10%) or more in the bidder's/proposer's firm or related business.

(14) DELIVERY

All items provided pursuant to an award are to be delivered prepaid to the County, 107 E. Virginia Ave, Bonifay, FL 32425, unless a different location is specified in the Special Instructions and Conditions. All delivery charges are to be included in the Bid/Proposal price. No Collect on Delivery (C.O.D.) will be accepted. Title and risk of loss or damage to all items shall be the responsibility of the Bidder/Proposer until delivered to the County.

(15) INSPECTION, ACCEPTANCE AND TITLE

All items delivered pursuant to an award are subject to inspection and review prior to acceptance by the County. Acceptance, evidenced by separately written Notice of Acceptance or full payment, will be made only after verification of compliance with all specifications. Acknowledgment of delivery and/or partial payment does not constitute acceptance.

(16) OWNERSHIP RIGHTS AND PUBLIC RECORDS LAW

Public Records Law. Bidder/Proposer acknowledges that they are familiar with the provisions of the Public Records Law of the State of Florida.

Bidder/Proposer agrees to comply with Chapter 119, Florida Statutes, and specifically per Florida Statute 119.0701, Bidder/Proposer agrees to keep and maintain public records that would be required by the County in order to perform the services provided for in this agreement; Bidder/Proposer agrees to provide public access to any required public records in the same manner as a public agency; Bidder/Proposer agrees to protect exempt or confidential records from disclosure; Bidder/Proposer agrees to meet public records retention requirement; and Bidder/Proposer agrees that at the end of the term of this agreement, to transfer all public records to the County and destroy any duplicate, exempt or confidential public records.

All products generated by the Bidder/Proposer for the County become the property of the County. The County may require submission of any electronic file version of reports, data, maps, or other submission of documentation produced for or as a result of this Bid/Proposal in addition to paper documents.

Further, in accordance with the Public Records Laws of the State of Florida, Section 119.0701, (2013), Contractor must:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any

duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

- E. If a contractor does not comply with a public records request, the public agency shall enforce the contract provision in accordance with the contract.

(17) RESERVED RIGHTS

The County reserves the right to reject any and all Bids/Proposals, with or without statement of cause, request resubmissions, or to waive any irregularities or technicality or negotiate modifications to any Bid/Proposal which may be in the best interest of the County.

Bidders/Proposers which do not normally engage in providing the types of commodities/services specified herein may be required to demonstrate they have sufficient financial support, equipment, and organization to ensure they can satisfactorily perform if awarded a bid/contract under the terms and conditions herein stated.

The County reserves the right to make such investigations as it deems necessary to determine the ability of any Bidder/Proposer to perform the work or service requested. Any information the County deems necessary to make such determinations shall be provided by the Bidder/Proposer upon request as a condition of further consideration of the Bid/Proposal. The applicability of all information obtained, and the County's decision shall be final. By submitting a bid or proposal, Bidder/Proposer authorizes such investigation.

If the contract awarded as a result of this bid is terminated prior to the end of the term, the County reserves the right to award the balance of the contract to the next lowest responsive and responsible bidder.

(18) ADVERTISING

In submitting a Bid/Proposal, Bidder/Proposer agrees not to use the results there from as a part of any commercial advertising or marketing purposes without written approval of the Project Director.

(19) GOVERNMENTAL RESTRICTIONS/REQUIREMENTS

In the event any governmental restrictions are imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered in a Bid/Proposal, it shall be the responsibility of the successful Bidder/Proposer to immediately notify the County of the specific regulation which required an alteration, and the specific alterations that will be made to the item(s) bid/proposed. The County reserves the right to accept any such alteration/substitution, including any price adjustments resulting therefrom, or to cancel the award at no expense to the County.

(20) NON-DISCRIMINATION

There shall be no discrimination as to race, sex, color, creed, handicap, or national origin in the selection, award, or operations conducted, or performance related to any bid or proposal.

(21) UNAUTHORIZED EMPLOYEES OR AGENTS

Employment of unauthorized aliens by Bidder/Proposer is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If selected Bidder/Proposer knowingly employs unauthorized aliens, such action shall be cause for unilateral cancellation of this agreement and the County may recover damages from selected Bidder/Proposer resulting from such cancellation. The selected Bidder/Proposer shall be responsible for including this provision in any context with and requiring compliance by any/all subcontracts performing for selected Bidder/Proposer relating to this agreement.

(22) OTHER GOVERNMENTAL ENTITIES - OPTIONAL APPLICATION

In the State of Florida, other Florida public entities may "piggy-back" on competitive Bid/Proposal awards under the same terms and conditions, if all parties are in agreement.

(23) LEGAL NAME

Bids/Proposals shall clearly indicate the legal name and organizational structure, business address, telephone number, and email address of the Bidder/Proposer. Bids/Proposals shall be signed above the typed or printed name and title of the individual submitting the Bid/Proposal. The signer shall warrant he/she has the authority to bind the Bidder/Proposer to the terms and conditions of the submitted Bid/Proposal.

(24) WAGES

State and Federal minimum wage and hour regulation apply to Bidder/Proposer and all subcontractors.

(25) SELECTION

The County intends to award this bid to the most responsive and responsible bidder or bidders. However, the County reserves the right to reject any and all Bids/Proposals. The procedures for the selection/award of Bids/Proposals are provided for by Florida Statutes and the County's Charter, Code of Ordinances, and Administrative Policies. Generally, all Bids/Proposals are reviewed by County staff and evaluated by the Project Director, and if required by law, by a Selection Advisory Committee appointed by the Project Director. The type and price of the product(s) or service(s) being acquired determines if an award or selection may be made by the Project Director or requires County Commission approval. For information on which procedure applies to a particular Bid/Proposal contact the County Clerk.

Bids/Proposals will be evaluated based on, but not limited to, one or more of the following criteria as appropriate:

- compliance with specifications,
- price (Applicable only with Administration),
- capability/adequacy of Bidder/Proposer,
- past and current projects, services or equipment provided to the County,
- delivery schedule,
- prior government projects, services or equipment provided to other jurisdictions, and
- general reputation, location and references.

Separate procedures and requirements relating to Requests for Bids/Proposals/Qualifications apply for certain grant programs and for professional services, for example the Consultants' Competitive Negotiation Act (Florida Statute 287.055), and by the County's Code. When the County initiates such a Request for Proposals/Qualifications, the selection process and related procedures are included in the Special Instructions and Conditions.

Pursuant to Chapter 287.087 Florida Statutes, in the event two (2) or more bids are equal with respect to price, quantity, and services, preference will be given to Bidders/Proposers which have implemented Drug-Free Workplace Programs.

Further, per 287.087(11) "If two equal responses to a solicitation or a request for quote are received and one response is from a certified minority business enterprise, the agency shall enter into a contract with the certified minority business enterprise." In addition, at the sole discretion of the County, payment terms, conditions, and other consequential information may be utilized in resolving apparent tie Bids/Proposals.

NOTE: For consideration, Bidder/Proposer must return the Bid Certification Form included in the Bid/Proposal package.

(26) INDEMNIFY

After notification of award, the successful Bidder/Proposer agrees to defend, indemnify and hold harmless the County and its officials, officers, employees, agents, and invites, from and against all claims, suits, sections, damages, or causes of action arising from any personal injury, loss of life or damage to property, sustained by reason of, or as a result of constructing, manufacturing, processing, delivery, or performance of the services or work for which the Bid/Proposal was awarded or any resulting agreement executed, and from and against any orders, judgments, or decrees which may be entered thereto, and from and against all costs, attorney's fees, expenses, and liabilities incurred in or by reason of the defense of any such claim, suit or action, and the investigation thereof. Nothing in any resulting agreement shall be deemed to affect the rights, privileges and immunities of the County.

The selected Bidder/Proposer, without exception, shall also indemnify and hold harmless the County and its officials, employees, agents, and invites from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process or article manufactured or used in the performance of the contract, including its use by the County. If the selected Bidder/Proposer uses any design, device or materials covered by patent or copyright, it is mutually agreed and understood that the Bid/Proposal prices include all royalties or costs arising from the use in any way of such design, device or materials involved in the product and/or services provided to the County.

(27) MODIFICATION-AFTER AWARD

Any changes proposed by a Bidder/Proposer after an award in (a) materials used, (b) manufacturing process, (c) construction or (d) specifications, are to be submitted in writing to the Project Director prior to delivery. No changes shall be approved and binding upon the County unless evidenced by a Change Order issued and signed by the Project Director.

(28) ASSIGNMENT

Any purchase order issued pursuant to this bid invitation/request for proposal and the funds which may become due hereunder, are not assignable, except with the prior written approval of the Project Director.

(29) DISCLOSURE

Bidder/Proposer acknowledges by submitting a Bid/Proposal that all information provided to the County is part of the public domain as defined by Florida Statutes and is considered a public record. Information should not be labeled "confidential," unless specifically exempted under said Statutes, and exempts the County from any liability for releasing all information to the public, including inadvertently releasing information deemed confidential by the Bidder/Proposer.

(30) TAXES

Copies of any Exemption Certificate and related information may be obtained by contacting the Office of the Project Director, 107 E. Virginia Ave, Bonifay, FL 32425.

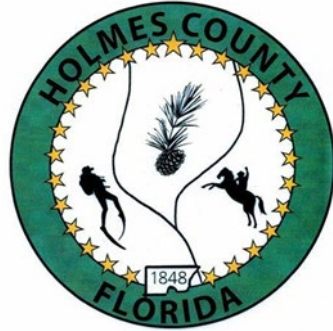
(31) APPLICABLE LAWS/LEGAL VENUE

All applicable laws, regulations and ordinances of the State of Florida, Holmes will apply to consideration and award of any Bid/Proposal and the performance of the Bidder/Proposer pursuant thereto, and shall be governed by the laws of the State of Florida both as to intention and performance. The venue for any action arising from the award or subsequent performance shall lie exclusively in the Circuit Court of Holmes County, Florida, or the United States District Court for the Northern District of Florida, as applicable.

NOTE:

*ANY AND ALL PROVISIONS SET FORTH IN THE **SPECIAL INSTRUCTIONS AND CONDITIONS** ATTACHED HERETO, WHICH VARY FROM THESE GENERAL INSTRUCTIONS AND CONDITIONS, SHALL HAVE PRECEDENCE.*

HOLMES COUNTY
ENGINEERING SERVICES RFP NO:2022-07



SCOPE OF SERVICES

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**HOLMES COUNTY
ENGINEERING SERVICES RFP NO:2022-07**

The County is soliciting Proposals from qualified firms to perform Engineering Services related to all day-to-day County activities that arise from time to time.

Engineering services shall include, but not be limited to, identifying project/program needs, formulating preliminary design concepts, developing program linkages, reviewing and developing necessary final design plans and specifications, completing of any required permitting required by the County, assist County with construction bidding, monitoring of contractors and project activities to ensure program compliance, coordinating with all funding agencies, tracking and managing program funds in compliance with program guidelines to ensure meeting budget, oversight of construction inspection during all phases of the project, and technical assistance required to complete the project, as requested by the County, Contractor, and Contract Management.

The County hereby notifies all that it will take affirmative action to insure that disadvantaged and women business enterprises will be afforded full opportunity to participate in any contract which may result from this request for proposals and will not be discriminated against on the grounds of race, color, national origin, sex, religion, age or physical handicap in consideration of contract award.

Proposals shall be reviewed by a selection committee, ranked based upon the following criteria, and negotiation for contracts shall follow the order of ranking from highest to lowest score. Contingent upon successful ranking of proposals and negotiation of a contract, nothing shall preclude the County from selecting a single, qualified firm to provide all services.

Proposals must contain complete, detailed responses to requests for information contained in this document and any subsequent addenda issued regarding this RFP. Proposals must conform to the following structure, and must incorporate information regarding subcontractors where applicable:

1. **Cover Letter:** The title page should be addressed to David Corbin, Project Director, and include the title and number of the RFP, the name and address of the proposing firm, and the name, title, and telephone of the contact person, and the date of the proposal.
2. **Table of Contents**
3. **Letter of Transmittal:** A signed letter of transmittal briefly stating the Proposer's understanding of the work to be done, the commitment to perform the work within the time period specified herein, a statement why the firm believes itself to be best qualified to perform these services to the County, and a statement that the proposal is a firm offer and is irrevocable for 90 days. The signor shall have the authority to negotiate and contractually bind a contract.
4. **Firm Profile:** Outline your firm's profile and its organizational history in a narrative; include an organizational chart. This section should be limited to two pages.
5. **Staff Administration Experience:** The total number of years of experience Staff has with engineering projects through the State of Florida.
6. **License to Practice in Florida:** Must be licensed and permitted to practice in the State of Florida. Include a copy of all licenses, certificates and W-9 form.
7. **Insurance Requirements:** The firm shall provide the County with certificates of insurance meeting the required insurance provisions.

Proposals shall be evaluated using the following criteria:

1. To serve the need of the County including background Services, and to develop strategic grant plans (20 points)
2. Successful Experience with prior County work (20 points)
3. Key Staff and Qualifications (15 points)
4. Ability to address the needs of the day to day needs of the County to include understanding the local needs and approach to each project (20 points)
5. Reputation and client references, recent local government clients (15 points)
6. Certified Minority/Women-Owned Business (5 points) Certification may be by state, federal, county or local government. The federal Definition of MBEIWBE must be met.

The previous criteria are shown in the required proposal format, not to be deviated from by prospective consultants. During this RFP process, any intentional omissions, alterations, or false representations will be grounds for rejection of any such proposal. The County is an Equal Opportunity Employer. Minority/Women owned businesses are encouraged to participate. In compliance with the Florida Sunshine Amendment and Code of Ethics, the County strictly enforces open and fair competition in its requests for proposals. **Questions or additional information shall be directed to David Corbin, Project Director, Holmes County.**

The County reserves the right to request clarification of any information submitted by proposers. The Council, with suitable basis as provided for by law, also reserves the right to reject any and all proposals, and to waive any informalities or irregularities in the proposal process. Contracts, either single or separate as required by each program, are subject to grant awards and release of funds by respective funding agencies.

Proposers shall submit one original and five copies of their proposal(s) to the above referenced contact person and address in sealed packages and marked clearly: **"SEALED PROPOSAL FOR ENGINEERING SERVICES -RFP NO. 2022-07 "** no later than

August 15, 2022 AT 2:00 PM CST

To facilitate effective evaluation by the County, Statements of Qualifications shall be limited to a total of 50 pages. Minority Business Enterprise certification, statement on Public Entity Crimes, Appendix documentation, sectional dividers, and front and back covers will not be counted toward the total. Statements of Qualifications, which exceed this length, will be considered non-responsive and will not be evaluated. Late proposals will be returned unopened. Proposals will be opened as soon as possible after the submission deadline. Evaluation and selection will occur in accordance with the appropriate requirements at a time and place to be determined. At the discretion of the County, short lists may be developed, and proposers may be asked to give a short presentation or interview as part of the selection process. The County supports Equal Opportunity Employment, Fair Housing and Providing Handicapped Access.

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

**HOLMES COUNTY
ENGINEERING SERVICES
RFP NO: 2022-07**

Proposer A: _____

Proposer B: _____

Proposer C: _____

Proposer D: _____

CRITERIA	Proposer A	Proposer B	Proposer C	Proposer D
<i>Capacity to serve the needs of the County:</i> <i>Excellent: 20 points</i> <i>Above average: 15 points</i> <i>Good: 10 points</i> <i>Fair: 5 points</i> <i>Poor: 0 points</i>				
<i>Successful experience with other Counties. Up to 20 points.</i>				
<i>Key staff and qualifications:</i> <i>20 or more years: 15 points</i> <i>15-19 years: 10 points</i> <i>10-14 years: 5 points</i> <i>5-9 years: 2 points</i> <i>Less than 5 years: 0 points.</i>				
<i>Ability to address the needs of the project including understanding of the local needs and approach to project.</i> <i>Excellent: 20 points</i> <i>Above average: 15 points</i> <i>Good: 10 points</i> <i>Fair: 5 points</i> <i>Poor: 0 points</i>				
<i>Reputation and Client References.</i> <i>Excellent: 15 points</i> <i>Above average: 7 points</i> <i>Good: 5 points</i> <i>Fair: 2 points</i> <i>Poor: 0 points</i>				
<i>Certified Minority / Women Owned business.</i> <i>Award 5 points if the firm is MBE/WBE</i>				
<i>Total Score:</i> <i>(95 possible)</i>				

Ranking: #1 _____

#2 _____

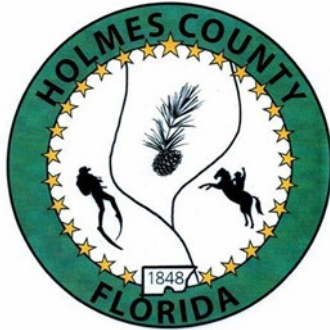
#3 _____

#4 _____

Signature: _____

Date: _____

PROPOSAL CHECKLIST
HOLMES COUNTY
ENGINEERING SERVICES RFP
NO:2022-07



**FORMS/ITEMS TO BE RETURNED WITH
YOUR PROPOSAL!**

The following forms are to be completed/signed by the Proposer and submitted to the County:

1. One (1) unbound original set with original, notarized signatures required, plus five (5) copies of proposal,
2. Proof of Insurance in amounts required by the County with the County listed as Certificate Holder and Additionally Insured (See Special Instructions & Conditions),
3. State of Florida License
4. List of Proposed Sub-Contractors (if available)
5. Equal Opportunity Report Statement
6. Certification Regarding Debarment
7. Anti-Lobbying Compliance Certification
8. Certification of Non-segregated Facilities
9. Public Entity Crime Statement, [Complete items 1 and 6; notarized signature required]
10. Drug-Free Workplace Certification Form, [Complete Part I; notarized signature, or sign Part II]
11. Anti-Collusion Clause Form
12. Required Contract Clauses
13. Acknowledgement of Addenda

Note: Incomplete Bid/Proposal submissions may not be accepted/considered. Do not modify the forms! Any additional information you desire to present may be included as an attachment.

Reminder: Submit requested number of copies! (See Special Instructions and Conditions)

EQUAL OPPORTUNITY REPORT STATEMENT

The Respondent (Proposer) shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of bid:

The awarded Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

During the performance of this contract, the awarded Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, 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 setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order I I 246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation

with a sub-Contractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

The Bidder certifies that, the firm or any person associated therewith in the cap County of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
2. have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for; commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
3. are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
4. have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Respondent certifies that it shall perform a debarment verification on any subcontractor, sub-consultant, material supplier or vendor, that it proposes to contract with to perform any work under this RFP, and shall not enter into any transaction with any sub-Contractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the County.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

BYRD ANTI-LOBBYING COMPLIANCE AND CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000). The undersigned [Contractor] 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 Current as of 9-26-16 11 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

Certification of Non-segregated Facilities

The federally assisted construction Contractor certifies that he does not maintain or provide for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted construction Contractor certifies that he will not maintain or provide for his employees segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction Contractor agrees that (except where he has obtained identical certifications from proposed sub-Contractors for specific time periods) he will obtain identical certifications from proposed sub-Contractors prior to the award of subcontracts exceeding ten thousand (\$10,000.00) dollars US which are not exempt from the provisions of the equal opportunity clause and that he will retain such certifications in his files.

Signature of Contractor

Title

Date

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

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

1. This sworn statement is submitted to **HOLMES COUNTY** by

_____ [print individual's name and title]

for: _____ whose business

[print name of entity submitting sworn statement]

address is _____

_____ and (if applicable) its Federal
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 any 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:

(1) A predecessor or successor of a person convicted of a public entity crime; or

(2) 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 provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business

Return to County with Bid RFP NO: 2022-07

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 the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July, 1 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (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]

[Reference: RFP Number]

Sworn to and subscribed before me this ____ day of _____, 20__ . Personally known _____ or produced identification _____.

[Type of identification]

Notary Public - State of _____

My Commission expires: _____

[Signature of Notary]

[Printed, typed or stamped commissioned name of Notary Public]

HOLMES COUNTY

DRUG-FREE WORKPLACE CERTIFICATION

Please complete Part I or Part II as applicable.

In order to be given preference in the award process for having implemented a drug-free workplace program prior to the Bid/Proposal submission date, the Bidder/Proposer is requested to certify that as part of their drug-free workplace program, they have:

- I. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specified the actions that will be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Subsection I.
4. In the statement specified in Subsection I, notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Imposed a sanction on or required 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. Made a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Part I - PROGRAM IMPLEMENTED

I certify that I/we have established a drug-free workplace program meeting the foregoing minimum requirements.

[Printed, typed name]

[Signature]

State of Florida; County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who presented _____ as identification, and who (did) (did not) take an oath.

[Signature of Notary Public]

[Printed, typed or stamped name of Notary Public]

[Commission Number of Notary Public]

Part II - PROGRAM NOT IMPLEMENTED

A program meeting the above stated requirements has not been established or has not been fully implemented prior to Bid/Proposal closing date, and therefore I/we are not eligible for certification as a drug-free workplace.

[Signature]

[Date]

ADMINISTRATION SERVICES RFP NO: 2022-07
ANTI-COLLUSION CLAUSE FORM

The award of a bid or acceptance of proposal is subject to Chapter 112, Florida Statutes*. All Bidders/Proposers must disclose with their Bid/Proposal the name of any officer, director, or agent who is a County official or employee, or a member of an official's or employee's immediate family. Further, Bidders/Proposers must disclose the name of any County official or employee, or a member of an official's or employee's immediate family, who owns directly or indirectly an interest often percent (10%) or more in the bidder's/proposer's firm or related business.

CERTIFICATION

| | I declare that I do not have any matters which might give rise to a real or perceived conflict of interest.

| | I hereby disclose that the following named person(s) is an Officer, Director, or Agent who is also a County Official, Employee, or member of a County Official or Employee's immediate family and could pose a possible conflict of interest:

Name: _____
Affiliation: _____

By signing below, I affirm that I have read and understood the principles of conflict of interest disclosure and I have made full disclosure of all matters that may put me in a conflict of interest situation in performing my role.

I acknowledge that non-disclosure could result in action being taken to terminate my work with the County and potentially bar me from submissions of Bids/RFPs in the future.

Signature

Printed Name

Company

Project/Bid/RFP Number: _____ Date: _____

*Florida Statutes Chapter 112.311(5) It is hereby declared to be the policy of the state that no officer or employee of a state agency or of a county, County, or other political subdivision of the state, and no member of the Legislature or legislative employee, shall have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature which is in substantial conflict with the proper discharge of his or her duties in the public interest

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CONTRACT CLAUSES

1. Equal Employment Opportunity.

a) The contractor agrees to comply with the requirements of Chapter 760, Florida Statutes, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(6) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended.

b) If this contract is in excess of \$10,000 and meets the definition of a "federally assisted construction contract" as provided in 41 C.F.R. § 60-1.3, the following shall apply to the contractor's performance under this contract:

- i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, 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 setting forth the provisions of this nondiscrimination clause.
- ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- iii. 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 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.
- iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts

by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

For the purposes of this section, "federally assisted construction contract" means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

For the purposes of this section, "construction work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

2. Davis Bacon Act.

- a)** This section applies to all construction contracts in excess of \$2,000.
- b)** In accordance with the requirements of the Davis Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction), the contractor shall 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 shall pay wages not less than once a week.
- c)** Award of this contract to the contractor is conditioned upon the contractor's acceptance of the current prevailing wage determination issued by the Department of Labor as provided in the solicitation for this contract.

3. Copeland Anti-Kickback Act.

- a) This section applies to all contracts and subcontracts in excess of \$2,000 for construction or repair.
- b) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract. Specifically, the contractor is 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.
- c) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- d) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29C.F.R. § 5.12.

4. Contract Work Hours and Safety Standards Act.

- a) This section applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.
- b) As provided in 40 U.S.C. § 3702, and as supplemented by Department of Labor regulations (29 C.F.R. Part 5), the contractor shall 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.
- c) The requirements of 40 U.S.C. § 3704, as supplemented by 29 C.F.R. Part 5, shall apply 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.
- d) No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- e) In the event of any violation of the clause set forth in paragraph (d) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (d) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (d) of this section.
- f) The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (e) of this section.
- g) The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph

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

5. Compliance With Clean Air Act.

- a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

6. Compliance with Federal Water Pollution Control Act.

- a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

7. Debarment and Suspension.

- a) This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b) The contractor must comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, in addition to remedies available to the state of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d) *The bidder or proposer* agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Byrd Anti-Lobbying Amendment

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

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

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

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

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

Signature of Contractor's Authorized Official _____

Name and Title of Contractor's Authorized Official _____

Date _____

9. Procurement of Recovered Materials.

a) In the performance of this contract, the contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery Act. The contractor shall make maximum use of products containing recovered materials that are EPA- designated items, as set forth in 40 C.F.R. Part 247, Subpart B, unless the product cannot be acquired-

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

b) The requirements of this section apply to the purchase or acquisition of any procurement item where the purchase price of the item exceeds \$10,000 or where the quantity of such item or of any functionally equivalent item purchased or acquired in the course of the previous fiscal year is \$10,000 or more.

10. Section 3 Clause.

a) The work to be performed under this agreement is a project assisted under a program providing direct federal financial assistance from the U.S. Department of Housing and Urban Development (HUD) and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities to low- and very low-income persons residing in the metropolitan area in which the project is located.

b) The parties to this agreement agree to comply with the requirements of 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this agreement, the parties certify that they are under no impediment what would prevent them from complying with these requirements.

c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advertising the contractor's commitments under this Section 3 clause. The contractor shall post copies of this notice in conspicuous places at the worksite 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 the minimum number and job titles subject to hire, the availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each position, and the anticipated date the work shall begin.

d) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with the regulations set forth in 24 C.F.R. Part 135 and agrees to take appropriate action, as provided in the applicable provision of the subcontract, or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations set forth in 24 C.F.R. Part 135. The contractor shall not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 135.

f) Noncompliance with the regulations set forth in 24 C.F.R. part 135 may result in sanctions, termination of this agreement 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 agreement. Section 7(6) 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 agreement 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).

11. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that this contract is funded entirely or in part by federal funds. The contractor will comply with all applicable federal law, regulations, executive orders, Federal Emergency Management Agency, and Department of Housing and Urban Development policies, procedures, and directives, including, but not limited to:

- a) The Housing and Community Development Act of 1974, as amended;
- b) Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155), as amended;
- c) Section 18 of the Small Business Act (14A U.S.C. § 647), as amended;
- d) 44 C.F.R. § 206.191 (Duplication of Benefit), as amended;
- e) Federal Register, Vol. 76, No. 221, November 16, 2011 (76 FR 71060): Clarification of Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees;
- f) Public Law 114-223: Continuing Appropriations Act, 2017;
- g) Public Law 114-254: Further Continuing and Security Assistance Appropriations Act, 2017;
- h) HUD Federal Register Notice published at 81 FR 83254 dated November 21, 2016;
- i) HUD Federal Register Notice published at 82 FR 5591 dated January 18, 2017; and
- j) HUD Federal Register Notice published at 82 FR 36812 dated August 7, 2017.

12. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

13. Fraud and False or Fraudulent or Related Acts.

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