

**City of Oviedo Community Redevelopment Agency**

**City of Oviedo, Florida**

**City Hall**

**Request for Statement of Qualifications (RFQ) # 21-12**

**Community Redevelopment Agency Executive Director**



**CRA Board Members**

Mr. Dave Axel, Chairman, Seminole County Appointee

Mayor Megan Sladek

Council Member Keith Britton

Council Member Jeff Chudnow

Council Member Bob Pollack

Council Member Judith Dolores Smith

Mr. Tim Slattery, Seminole County Appointee

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**LEGAL AD  
CITY OF OVIEDO, FLORIDA**

**Request for Statement of Qualifications (RFQ) 21-12:  
Community Redevelopment Agency Executive Director**

The City of Oviedo is seeking qualifications from individuals or firms interested in providing Executive Director Services for the City's Community Redevelopment Agency. The RFQ guideline package is available August 8, 2021 through Vendorlink at [www.myvendorlink.com](http://www.myvendorlink.com), document 21-12, or by contacting the City of Oviedo Purchasing Division at [purchasing@cityofoviedo.net](mailto:purchasing@cityofoviedo.net).

End of Advertisement

Publish One Time: August 8, 2021

## FORMAL NOTICE – REQUEST FOR QUALIFICATIONS (RFQ)

<b>SUBMIT RFQ TO:</b> City of Oviedo Purchasing Office 400 Alexandria Boulevard Oviedo, Florida 32765	<b>REQUEST FOR QUALIFICATIONS</b> <b>Community Redevelopment</b> <b>Agency Executive Director</b> <b>and</b> <b>Respondent Acknowledgment</b>
Jacqueta Scott Purchasing & Contracts Administrator (407) 971-5534 E-mail: purchasing@cityofoviedo.net	<b>RFQ 21-12</b>
RFQ DUE DATE: August 26, 2021  RFQ DUE TIME: 2:00 P.M (EDT)	
Respondent Firm Name: _____  Mailing Address: _____  City, State, Zip _____  Type of Entity: <i>(Circle one)</i> Corporation    Partnership    Proprietorship Joint Venture	Federal Employer ID Number or SS Number: _____  List Principals: _____ _____ _____ <b>X</b> _____ <b>Authorized Signature (Manual)</b>  Typed or printed name: _____  Title _____  Date: _____
Incorporated in the State of _____  Telephone Number: _____  Fax Number _____  Email _____	

All services, programs and activities of the City of Oviedo are offered and solicited without regard to race, color, national origin, age, sex, religion, disability or family status. For information regarding the City's Title VI Nondiscrimination Policy, Plan and Procedures please visit [www.cityofoviedo.net](http://www.cityofoviedo.net).

***THIS FORMAL NOTICE MUST BE COMPLETED & INCLUDED WITH SUBMITTAL AS THE "TITLE PAGE"***

**CITY OF OVIEDO, FLORIDA  
COMMUNITY REDEVELOPMENT AGENCY  
REQUEST FOR QUALIFICATIONS RFQ # 21-12  
EXECUTIVE DIRECTOR SERVICES**

The Governing Board of the City of Oviedo Community Redevelopment Agency (CRA) seeks the services of an individual or firm interested in providing Executive Director Services. It is anticipated that one individual or firm may be selected for a contract period of five (5) years, with the possibility of two (2) automatic one-year renewals, for a total of seven (7) years. The selected individual or firm will be expected to execute a Standard Professional Services Agreement with the CRA, a sample agreement is provided in Exhibit A, and to provide the required insurance certificates and endorsements under the agreement. The selected individual or firm should become familiar with all the terms contained in the agreement and be willing to execute the agreement before submitting a proposal. There shall be no exceptions to either the scope of services or the terms of the agreement.

The City of Oviedo, Florida, is a municipality with an approximate population of 41,000, located in Seminole County, a Florida Charter County. In 2010, the Seminole County Board of County Commissioners approved Delegation of Authority Resolution No. 2010-R-231 allowing the City of Oviedo to establish the CRA. The Oviedo Community Redevelopment Area encompasses the historic Downtown Oviedo, Oviedo on the Park, and surrounding neighborhoods. The Community Redevelopment Area encompasses approximately 674 acres and is comprised of approximately 698 parcels.

The City of Oviedo established the CRA to administer development and redevelopment activities within the Oviedo Community Redevelopment Area. The CRA Governing Board consists of the five (5) members of the Oviedo City Council and two (2) at-large members who are appointed by the Seminole County Board of County Commissioners.

**1. SCOPE OF WORK:**

The purpose of the Executive Director position is to implement the adopted Community Redevelopment Plan and provide responsible managerial, professional, and supervisory functions in coordinating the CRA programs and activities. This is a highly specialized and process driven position, which involves citywide strategic planning, serving the public interest, that participates in executive level discussions and decision-making in a variety of areas, most particularly, but not limited to, development, redevelopment, infrastructure, community planning and economic development. Technical and administrative responsibilities involve short and long-range planning and budgeting, and facilitation of the CRA Governing Board meetings.

The goals and objectives of this request are to implement, administer, coordinate, facilitate, develop and manage all aspects of the current CRA Community Redevelopment Plan (CRA Plan) on behalf of and at the direction of the CRA Governing Board in accordance with Florida Statutes, Chapter 163, Part III; Florida Statutes, Chapter 189; and Florida Statutes, Chapter 119, as such statutes are applicable to the CRA, and the CRA Plan, while coordinating with

and reporting all CRA activities to the City Manager.

The administration, management and coordination of the CRA Plan is to be accomplished by directing and conducting all business activities of the CRA on behalf of and as directed by the CRA Governing Board, and as guided by the assurances to the City, governed by Florida Statutes and best business practices. This includes, but is not limited to:

- CRA Plan Revisions
- Infrastructure Planning, Design, and Installation
- CRA Budget Preparation and Administration
- Compliance with Florida Statute Reporting Requirements
- Facilitation of CRA Governing Board Initiatives
- Redevelopment Incentive Strategies
- Economic & Workforce Development Strategies
- Research and Training
- Public Relations/Marketing Campaigns
- Investor Development Strategies
- Partnership and Investor Relations & Development
- Property Enhancement Strategies

An annual scope of services will be approved as an exhibit to work orders and purchase orders issued by the City of Oviedo on behalf of the CRA. The scope of services will identify the services to be provided and the cost of each service. The issuance of a work order and purchase order shall be the authorization for the provision of the services to proceed. A sample work order form is provided in Exhibit B. During the contract period, the CRA Governing Board reserves the right to seek qualifications and/or proposals from other individuals or firms for specialized projects, as deemed to be in the best interest of the CRA.

The following duties are normal for the Executive Director. The omission of specific statements of the duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this classification:

- Provides staff support for the CRA Governing Board as required. This includes agenda preparation, meeting attendance, public presentations, collaboration with the CRA Board when establishing meeting agendas.
- Serves as advisor to the CRA Governing Board and the Oviedo City Manager on CRA planning, development, redevelopment, infrastructure, and intergovernmental issues.
- Conducts and participates in various scheduled meetings, i.e., management team meetings, capital improvement meetings, staff meetings, homeowner's associations, CRA Governing Board meetings, Oviedo City Council meetings, and Oviedo Appointed Board meetings.
- Provides approval for all department requisitions and receiving reports as final authority; reviews activities of administrative support personnel (if any) in processing requisitions, purchase orders and correspondence, and in report preparation. This is an independent position and requires the incumbent to prepare and process much of the CRA's requisitions, purchase orders and correspondence independently.
- Prepares long range and short-range redevelopment plans, grant programs, capital

improvement programs and applications in accordance with all applicable laws and City policies. This includes CRA Plan Amendments, Updates, and related planning initiatives.

- Oversees the implementation of the CRA Plan recommendations in accordance with the priorities established by the CRA Board.
- Creates reports and represents the CRA at City Council meetings to accomplish CRA goals & objectives.
- Collaborates with City Department Directors and staff to accomplish CRA goals & objectives.
- Monitors private development projects within the CRA and creates and updates revenue projections for the CRA based upon this new development/redevelopment.
- Prepares the annual operating and capital investment plan (CIP) budgets for the CRA; monitors adherence to established budget parameters; identifies and administers grants and other sources of funding.
- Prepares the CRA's annual report.
- Develops scopes of services for RFQ's, RFP's and ITB's to solicit competitive bids for projects and initiatives.
- Researches, analyzes, and prepares proposed amendments to the City's Comprehensive Plan and the land use development codes for the CRA District in collaboration with the City Development Services Department.
- Provides oral presentations in public and official forums for the CRA.
- Ensures adherence to established department calendar in meeting task deadlines for the CRA Agency, City Council, and any other boards or commissions where CRA representation may be required.
- Ensures the appropriate level of community engagement is conducted regarding CRA planning initiatives, capital projects and unplanned issues that may arise to proactively solicit resident and stakeholder input. This may include public hearings through City advisory boards.
- Maintains current knowledge of trends and developments in municipal planning, development, and growth management, and other State Statutes and administrative codes relevant to planning and CRA's in Florida.
- Works proactively with business associations and groups within the CRA to maintain open communication, collaborate and share information related to CRA business and projects with the CRA area.
- Performs research in factors affecting growth in the CRA area and maintains market and related information.
- Develops and implements strategies and projects to expand the economy and tax base for the area.
- Designs and implements programs and strategies to enhance the marketability and viability of the CRA.
- Responsible for regulatory reporting of CRA activities to appropriate state and local authorities.

## **2. ANTICIPATED RFQ TIMETABLE:**

- |  |                 |
|--|-----------------|
| a) Release of Request for Qualification: | August 8, 2021  |
| b) Deadline for Written Questions:       | August 17, 2021 |

- c) RFQ Due Date: August 26, 2021 at 2:00PM
- d) Evaluation of RFQs and Short List Completed: September 9, 2021
- e) Staff Recommendation and Anticipated Award by CRA: September 20, 2021

All dates are tentative. The City reserves the right to change scheduled dates.

### **3. RIGHT OF REJECTION BY THE CRA**

Notwithstanding other provisions of this RFQ, the CRA reserves the right to award this contract to the individual or firm that best meets the requirements of the CRA. Further, the CRA reserves the right to reject any or all submittals prior to execution of the contract, with no penalty to the CRA.

### **4. CONTRACT NEGOTIATIONS**

After the RFQ evaluation and ranking process is completed, the CRA will attempt to negotiate a professional services agreement (Contract) with the selected individual or firm which is determined to be in the best interests of the CRA. The Contract will cover all aspects of the scope of services as described herein. This RFQ, and any part thereof, may be incorporated into and made a part of the final Contract. The Contract shall, among other things, provide that all plans, drawings, reports, and specifications that result from the selected individual or firm's services shall become the property of the CRA. For informational purposes, a sample Contract is included as Exhibit A of this RFQ.

If no Contract is reached with the selected individual or firm, negotiations will be terminated and initiated with the next-ranked individual or firm, and so on, until contract(s) are reached.

The CRA reserves the right to negotiate a contract with as many individuals or firms as deemed appropriate for the anticipated scope of work. The CRA reserves the right before awarding the Contract, to require a firm or individual to submit such evidence of its qualifications as it may deem necessary. The CRA shall be the sole judge of the competency of the selected individual or firm.

### **5. AWARD OF CONTRACT**

Upon successful negotiations, a formal Contract will be prepared and executed by both parties. The CRA reserves the right to negotiate the terms and conditions of subsequent work orders with the selected individual or firm as may be specific to the project or initiative covered by the work order. For informational purposes, a sample Work Order is included as Exhibit B of this RFQ.

### **6. CONTRACT TERM**

It is the CRA's intent to award a contract for an initial five (5) year period with two (2) possible automatic one (1) year renewals for a total of seven (7) years.



## 7. QUESTIONS

All questions concerning this RFQ shall be submitted in writing only to the name and address below before August 17, 2021 at 10:00 a.m. (eastern daylight time). All responses to questions will be in the form of an addendum that will be distributed to all vendors listed as receiving an RFQ package after the question deadline. Respondents will be required to acknowledge receipt of addenda, if any, on the Acknowledgement of Addenda Form included in this RFQ.

Jacqueta Scott  
Purchasing & Contracts Administrator  
City of Oviedo  
400 Alexandria Blvd.  
Oviedo, Florida 32765  
E-mail: [jscott@cityofoviedo.net](mailto:jscott@cityofoviedo.net)

Contact made with any other employee of, and/or elected city officials of the City of Oviedo regarding this RFQ will be grounds for the rejection of the contacting individual/firm submittal.

## 8. SUBMITTAL OF QUALIFICATIONS:

All individuals or firms submitting an RFQ will need to submit one (1) marked original, four (4) copies, and one (1) copy on a flash drive and inserted in a sealed package. The label provided in Exhibit C must be affixed to the front of the envelope/package.

Documents need to be mailed or hand delivered to:

Jacqueta Scott  
Purchasing & Contracts Administrator  
City of Oviedo  
400 Alexandria Blvd.  
Oviedo, Florida 32765

All documents will need to be delivered to or received in the mail by the due date and time. Any document submitted or received after this date and time shall not be considered and will be returned to the sender unopened. Neither the City nor the CRA take responsibility for late mail or late delivery service.

## 9. INFORMATION TO BE INCLUDED IN THE SUBMITTAL

In order to maintain comparability and facilitate the review process, it is requested that proposals be organized in the manner specified below providing separate sections as delineated. Include all information requested herein in your proposal.

**Section 1 – Introduction and Required Forms.** Failure to include any of the following may result in the submittal being determined “unresponsive” by the City’s Purchasing and Contract Administrator:

- A. Completed “Formal Notice” found on Page 3 of this RFQ shall be used as the Title Page for submittal.
- B. Required Forms:
  - 1. Statement of Insurance Compliance
  - 2. Non-Collusion Affidavit of Proposer
  - 3. Conflict of Interest Statement
  - 4. Disputes Disclosure Form
  - 5. Drug Free Workplace Certification Form
  - 6. Addendum Acknowledgement Form (if applicable)

**Section 2 – Required Documents.** Shall be considered and scored by the City’s Evaluation Team for a maximum of 5 points:

- A. Letter of Interest: Provide a written narrative description of the proposing individual or firms strengths and goals.
- B. Salary Requirements: Provide a salary requirement. This is a non-employee position and does not offer any employee benefits, but does include payment for CRA Board-approved costs and expenses.

**Section 3 – Experience and Qualifications.** (10-page maximum submittal) Shall be considered and scored by the City’s Evaluation Team for a maximum of 45 points:

- A. The proposing individual or firm must demonstrate that they, or the principals assigned to the project, have successfully provided community redevelopment agency executive director services similar to those specified in the Scope of Services section of this RFQ to at least one City similar in size and complexity to the City of Oviedo or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the services.
- B. Organizational Profile – submit detailed responses to the following:
  - 1. Size of organization.
  - 2. Number of years in business in the State of Florida.
  - 3. Resumes of individuals that will have direct role in the performance and supervision of contract.

**Section 4 – Project Approach / Management.** (10-page maximum submittal) Shall be considered and scored by the City’s Evaluation Team for a maximum of 40 points:

- A. State your knowledge of principles, methods and practices of CRA administration, place making, budgeting, City planning, land development and the construction processes.

- B. List any innovative approaches or techniques your firm has implemented to ensure successful economic development as related to financing and implementing redevelopment projects within a CRA District pursuant to Florida Statutes, Chapter 163, Part III.
- C. State your approach to management in economic development, redevelopment, planning, architecture, and/or community development related services in a municipal or county setting.
- D. Discuss why your firm is a fit for the City and why your firm should be selected.

**Section 5 – References.** (5-page maximum submittal) Shall be considered and scored by the City's Evaluation Team for a maximum of 10 points:

Provide five (5) professional references. Inclusion of the reference in your proposal is also agreement that the CRA and/or the City may contact the named reference. The CRA and/or the City may contact references to obtain information that will assist the CRA in evaluating. Submittal of a proposal is agreement that the CRA and/or the City may contact and utilize such information. For each reference, submit the following:

- A. Reference Name
- B. Contact Information, including telephone number and email addresses
- C. Abstract of project(s) completed or currently under contract.

## **10. EVALUATION PROCESS**

A Selection Committee designated by the CRA Governing Board will evaluate and rank each submittal based on information provided. A ranked short list will be presented to CRA Governing Board for approval.

Evaluation factors are based on the abilities of the proposer to efficiently perform the services as generally outlined in this Request for Qualifications. The CRA Governing Board will be seeking to identify the submittal(s) which will best meet the needs of the CRA as determined from the responses to this Request for Qualifications.

A selected group of proposers may be required to interview with the Selection Committee and/or CRA Governing Board. The interview will provide an opportunity for the proposers to clarify the information provided in their RFQ. Interviews, if any, will be considered in conjunction with submitted data by the Selection Committee. The Selection Committee will present its recommendation to the CRA Governing Board, which has the authority to make the final determination and award contracts.

Submissions will be evaluated on a total score basis, with a maximum score of one hundred (100) points. The following criteria will be used in the evaluation process to determine the successful respondent(s). The evaluation criteria may be modified for the oral presentation

portion of the evaluation.

<b>Evaluation Criteria</b>	<b>Maximum Points</b>
Section 1 – Introduction and Required Forms	0
Section 2 - Required Documents	5
Section 3 – Experience and Qualifications	45
Section 4 – Project Approach / Management	40
Section 5 – References	10
<b>Total Points</b>	100

## **11. LEGAL REQUIREMENTS**

All Federal, State, County and Local Laws, Ordinances, Rules and Regulations that in any manner affect this RFQ herein apply. Lack of knowledge by the submitting firms will in no way be cause for relief from responsibility.

## **12. PUBLIC RECORDS**

The selected individual or firm agrees to fully comply with all State laws relating to public records. In order to comply with Section 119.0701, Florida Statutes, the selected individual or firm must: (1). Keep and maintain public records required by the City and the CRA to perform the service, (2). Upon request from the City's custodian of public records, provide the public with a copy of the public records requested or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law, (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the professional services agreement or work order and following completion of the professional services agreement or work order, if the selected individual or firm does not transfer the records to the City, (4) Upon completion of professional services agreement or work order, transfer, at no cost, to the City all public records in possession of the selected individual or firm or keep and maintain public records required by the CRA to perform the service. If the selected individual or firm transfers all public records to the CRA upon completion of the professional services agreement or work order, the selected individual or firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the selected individual or firm keeps and maintains public records upon completion of the professional services agreement or work order, the selected individual or firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CRA, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City, and (5). If the selected individual or firm does not comply with a public records request, the CRA shall enforce any and all contract or work order provisions in accordance with the professional services agreement and the selected individual or firm shall be subject to all rights and remedies of the CRA and the public under controlling State law.

A request to inspect or copy public records relating to the professional services agreement or work order must be made directly to the CRA. If the CRA does not possess the requested records, the CRA shall immediately notify the selected individual or firm of the request, and the selected individual or firm must provide the records to the CRA or allow the records to be inspected or copied within a reasonable time. Failure by the selected individual or firm to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of the professional services agreement or work order by the CRA. The selected individual or firm shall promptly provide the CRA with a copy of any request to inspect or copy public records in possession of the selected individual or firm and shall promptly provide the CRA with a copy of the selected individual or firm's response to each such request.

The selected individual or firm agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

**If the selected individual or firm has questions regarding the application of Chapter 119, Florida Statutes, to the selected individual or firm's duty to provide public records relating to the professional services agreement or work order, the selected individual or firm shall contact the custodian of public records Elianne Rivera, City Clerk, at (407) 971-5504, City Hall, City of Oviedo, 400 Alexandria Boulevard, Oviedo, Florida 32765, [erivera@cityofoviedo.net](mailto:erivera@cityofoviedo.net).**

### **13. TITLE VI NON-DISCRIMINATION**

No person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Florida Civil Rights Act of 1992 and other nondiscrimination authorities, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination or retaliation under any program or activity of the City of Oviedo. To view the CRA's Nondiscrimination Policy, Plan and Procedures, visit the CRA's web page at [Oviedo Community Redevelopment Agenda \(cityofoviedo.net\)](http://cityofoviedo.net) and to view the Title VI policy visit [Title VI | Oviedo, FL \(cityofoviedo.net\)](http://cityofoviedo.net).

### **14. CONFLICT OF INTEREST**

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their RFQ the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of the CRA or any of its agencies. Further, all Proposers must disclose the name of any officer or employee of the CRA who owns, directly or indirectly, any interest in the Proposer's firm or any of its branches or affiliate companies.

### **15. WORK ORDERS FOR FEDERALLY FUNDED PROJECTS**

Whenever a Work Order is issued under this contract for a CRA project that involves the use of Federal Funds, the Supplemental Terms, Conditions and Forms Required for Federally Funded Projects, provided for in Exhibit D will apply to such Work Orders.

**END OF SECTION**

**CITY OF OVIEDO  
COMMUNITY REDEVELOPMENT AGENCY  
INSURANCE REQUIREMENTS**

The selected Individual or Firm for all Requests for Qualifications (RFQ) will be required to name the City of Oviedo and the CRA as an additional named insured with the following minimum coverages. **Verification of insurance will be required prior to execution of the professional services agreement.**

- A. Workers' Compensation** shall be maintained by the selected individual or firm for all employees engaged in a work under, a Bid, RFQ or RFP in accordance with the laws of the State of Florida. Employers' Liability Insurance shall be maintained by the selected firm or individual at limits not less than the following.

\$500,000 Each Accident  
\$500,000 Disease Each Employee  
\$500,000 Policy Limit for Disease

- B. Commercial General Liability Insurance** shall be maintained by the selected individual or firm with limits not less than the following:

\$2,000,000 Bodily Injury & Property Damage-each occurrence  
\$2,000,000 Personal & Advertising Injury-each occurrence  
\$4,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregates limit  
\$5,000 Medical Payments  
\$100,000 Fire Damage Legal Liability

Coverage shall include Contractual Liability and Independent Contractors Liability.

- C. Automobile Liability Insurance** shall be maintained by the selected individual or firm with a combined single limit of not less than \$1,000,000 Bodily Injury and Property Damage in accordance with the laws of the State of Florida, as to the Ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.
- D. Professional Liability Insurance** shall be maintained by the selected individual or firm with a combined single limit of not less than \$2,000,000, protecting the selected individual or firm against claims of the City of Oviedo or the CRA for negligence, errors, mistakes, or omissions in the performance of services to be performed and furnished by the selected individual or firm.
- E. Pollution Liability Insurance** shall be maintained by the selected individual or firm in the amount of \$2,000,000 for injury and/or property damage claims, applicable to the work being performed, caused by the release of, or the inability to properly manage or guard against the release of, hazardous materials.
- F. Other Required Insurance Coverage** where unusual operations are necessary to complete the work, such as Longshoremen and Harbor Workers' Exposures, use of aircraft or watercraft, use of explosives, and any high-risk circumstances. No aircraft, watercraft or explosives shall

be used without the express advance written approval of the City.

If the selected individual or firm maintains broader coverage and/or higher limits than the minimums shown above, the City of Oviedo and the CRA requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.



## **STATEMENT OF INSURANCE COMPLIANCE**

**The undersigned agrees to obtain prior to the execution of a professional services agreement,** if selected, Professional Liability, General Liability, Automobile Liability, and Worker's Compensation coverages in accordance with the requirements as set forth in the Request for Qualifications, or draft agreement, attached hereto.

If the consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Oviedo and CRA require and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City and CRA.

Policies other than State Issued Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

---

PROPOSER/BIDDER

---

AUTHORIZED SIGNATURE

---

OFFICER TITLE

---

DATE

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**

**END OF SECTION**

## NON-COLLUSION AFFIDAVIT OF PROPOSER

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

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

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

1. He/She is \_\_\_\_\_ of \_\_\_\_\_ the bidder  
Title Company Name  
that has submitted the attached bid or Request for Qualifications;
2. He/She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such Bid is genuine and is not a collusive or sham bid;
4. Neither the said bidder nor any of its officers, partners, owners, agents, representative, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm, or person to fix the price or prices in the attached bid or any other bid or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Oviedo, Florida or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

SIGNED \_\_\_\_\_

TITLE \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2020.

\_\_\_\_\_  
Notary Public, State of Florida

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

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**

**END OF SECTION**

## CONFLICT OF INTEREST STATEMENT

STATE OF FLORIDA

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

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who was duly sworn, deposes, and states:

1. I am the \_\_\_\_\_ of \_\_\_\_\_ with a local office in \_\_\_\_\_ and principal office in \_\_\_\_\_.  
(City & State) (City & State)
2. The above-named entity is submitting a Bid for the City of Oviedo Community Redevelopment Agency, described as:  
  
RFQ No. 21-12 Community Redevelopment Agency Executive Director
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
4. The Affiant states that only one submittal for the above bid is being submitted and that the above-named entity has no financial interest in other entities submitting bids for this RFP.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above bid. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this RFP.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them, have any potential conflict of interest due to any other clients, contracts, or property interests for this RFP.
8. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Oviedo.
9. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of the City of Oviedo.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Oviedo.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Dated

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

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

[CORPORATE]

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: Notary Public

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

[INDIVIDUAL]

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: Notary Public

**\*\*THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.**

## DISPUTES DISCLOSURE FORM

**Answer the following questions by placing an “X” after “YES” or “NO”. If you answer “YES”, please explain in the space provided, or via attachment.**

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Florida Department of Business and Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES \_\_\_\_\_ NO \_\_\_\_\_

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES \_\_\_\_\_ NO \_\_\_\_\_

Has your firm had filed against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, state the nature of the request for equitable adjustment, contract claim, litigation or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Request for Qualifications, No. 21-XX, Executive Director of Community Redevelopment.

_____ Firm	_____ Date
_____ Authorized Signature and Title	_____ Printed or Typed Name and Title

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**

**END OF SECTION**

## **PUBLIC ENTITY CRIME INFORMATION STATEMENT**

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

All vendors who submit a Bid or Request for Proposal to the City of Oviedo, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

**END OF SECTION**

## DRUG-FREE WORKPLACE CERTIFICATION FORM

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services under the bid a copy of the statement specified in subsection 1 above.
4. In the statement specified in subsection, 1 notify the employees that, as a condition of working on the commodities or contractual services that are under 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. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available to whom is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this entire section.

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

---

Authorized Signature and Title

---

Date

---

Print Name and Title

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL  
END OF SECTION**

## ADDENDUM ACKNOWLEDGEMENT FORM

The Proposer/Bidder hereby acknowledges receipt of the following Addenda, if any:

No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature and Title

\_\_\_\_\_  
Printed or Typed Name and Title

**IF APPLICABLE, THIS FORM MUST BE COMPLETED AND RETURNED  
WITH YOUR SUBMITTAL**

**END OF SECTION**



**CITY OF OVIEDO, FLORIDA  
COMMUNITY REDEVELOPMENT AGENCY**

**PROFESSIONAL SERVICES AGREEMENT FOR EXECUTIVE DIRECTOR**

**THIS AGREEMENT** made and entered into the \_\_\_\_ day of \_\_\_\_\_ 2021 by and between the:

**City of Oviedo, Florida  
Community Redevelopment Agency  
400 Alexandria Blvd.  
Oviedo, Florida 32765**

a community redevelopment agency created pursuant to Florida Statutes, §163.357 hereinafter referred to as the CRA and:

a corporation, authorized to do business in the State of Florida, or an individual hereinafter referred to as the Consultant.

The CRA and the Consultant are collectively referred to herein as the Parties.

**WITNESSETH:**

**WHEREAS**, the CRA desires to retain the Consultant for the work identified in the City of Oviedo RFQ #21-12 and description of services outlined in Exhibit A; and

**WHEREAS**, the CRA desires to employ the Consultant for the performance to support the activities, programs, and projects of the CRA upon the terms and conditions hereinafter set forth, and the Consultant is desirous of performing and providing such services upon said terms and conditions; and

**WHEREAS**, the Consultant hereby warrants and represents to the CRA that it is competent and otherwise able to provide professional and high quality services to the CRA; and

**WHEREAS**, all submissions submitted by the Consultant in the proposals/RFQ's submitted to the City and the CRA are hereby incorporated to the extent not inconsistent with the terms and conditions as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

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## SECTION 1: DEFINITIONS.

**Ad valorem** - In proportion to the estimated value of the goods taxed.

**Agreement** – This eighteen page document and all subsequent Work Orders between the CRA and Consultant. Each Exhibit, as identified below, even if not physically attached, shall be treated as if they were part of this Agreement. The effective date of this Agreement is the date CRA Council approves a resolution approving the selection of the Consultant.

**Billing Period** – The period of time between project commencement to the close of the current period, (inclusive); or from the close of the previous billing period, (exclusive), to the close of the current period, usually concurrent with the month. In no case shall this period be less than one calendar month except for the final Billing Period.

**Bona Fide** - Made or carried out in good faith; sincere.

**CRA** - A Florida Community Redevelopment agency created and operated pursuant to Florida Statutes §163.357.

**Consultant** - To include all principals of the Consultant including, but not limited to, full and part time employees, professional or otherwise, and all other agents employed by or for Consultant to perform its obligations hereunder.

**Description of Services** - Shall be written in paragraph form reasonably describing those services the CRA can expect the Consultant to provide. The description shall be written in such a manner that the type of service is clearly provided, but broad enough that all services reasonably expected of the Consultant, including services provided by partners, Subconsultants, and other supporting professionals, can be provided to the CRA.

**Designated Representative** – A person who administers, reviews, and coordinates the provision of services. This definition applies equally to the CRA and to the Consultant.

**Exhibit A** – Description of Services.

**Exhibit B** – Project Status Report Form.

**Exhibit C** – Professional Hourly Rates and Fees Schedule.

**Exhibit D** – Certificate of Liability Insurance.

**Force Majeure** - Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Agreement is beyond the control and without the fault or negligence of the party seeking relief under this Agreement.

**Law** - Said phrase shall include statutes, codes, rules, and regulations of whatsoever type or nature enacted or adopted by a governmental entity of competent jurisdiction.

**Pari Materia** – of the same matter; on the same subject. Laws pari materia must be construed with reference to each other/together when related to the same matter or subject. The provisions of a contract/agreement are to be construed together with no isolated construction of a particular provision such that it would defeat the overall intent of the contract/agreement.

**Submittals** – Any item required by this agreement that the Consultant must provide the CRA either for inclusion as part of this agreement or not.

**Type of Service** - Professional Engineering Services

**Work Order** - A detailed description of quantities, services, and a completion schedule provided on Consultant letterhead describing all work associated with the service to be provided by the Consultant to the CRA for an agreed price referencing this agreement by title and date.

## **SECTION 2: CAPTIONS.**

The Section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any provision of this Agreement.

## **SECTION 3: EXTENT OF AGREEMENT / INTEGRATION / AMENDMENT.**

(a). This Agreement, together with the Exhibits, if any, constitutes the entire integrated Agreement between the CRA and the Consultant and supersedes all prior written or oral understandings in connection therewith. This Agreement, and all the terms and provisions contained herein, including without limitation the Exhibits attached, constitute the full and complete agreement between the parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence, and statements, whether written or oral.

(b). This Agreement may only be amended, supplemented, or modified by a formal written amendment.

(c). Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

(d). The Exhibits made part of this Agreement are as follows:

- Exhibit A - Description of Services
- Exhibit B - Project Status Report Form
- Exhibit C - Professional Hourly Rates and Fees Schedule
- Exhibit D - Certificate of Liability Insurance

#### **SECTION 4: NO GENERAL CRA OBLIGATION.**

(a). In no event shall any obligation of the CRA under this Agreement be or constitute a general obligation or indebtedness of the CRA, a pledge of the ad valorem taxing power of the CRA or a general obligation or indebtedness of the CRA within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and funds.

(b). The Consultant shall not have the right to compel the exercise of the ad valorem taxing power of the City of Oviedo.

#### **SECTION 5: CONSULTANT UNDERSTANDING OF SERVICES REQUIRED.**

(a). Execution of this Agreement by the Consultant is a representation that the Consultant is familiar with local conditions and with the services to be performed. The Consultant shall make no claim for additional time or money based upon its failure to comply with this Agreement. The Consultant has informed the CRA, and hereby represents to the CRA, that it has extensive experience in performing and providing the services and/or goods described in this Agreement and to be identified in the Work Orders, and that it is well acquainted with the components that are properly and customarily included within such projects and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CRA Projects. Execution of a Work Order shall be an affirmative and irrefutable representation by the Consultant to the CRA that the Consultant is fully familiar with the requisite work conditions of the provisions of the services.

(b). The recitals herein are true and correct in form and constitute a material part of this Agreement upon which the parties have relied.

(c). It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the Consultant (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of the CRA for any purpose, or in any manner, whatsoever. The Consultant is to be and shall remain forever an independent Consultant with respect to all services performed under this Agreement.

(d). The Consultant and persons employed by the Consultant in the provision and performance of the services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CRA's officers and employees either by operation of law or by the CRA.

## **SECTION 6: GENERAL PROVISIONS.**

- (a). Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement, and to undertake all obligations imposed on it. The person(s) executing this Agreement for the Consultant certifies/certify that he/she/they is/are authorized to bind the Consultant fully to the terms of this Agreement.
- (b). This Agreement is for services pertaining City of Oviedo RFQ 21-12 needed for the CRA's operations as set forth herein and as otherwise directed by the CRA to include all labor and materials that may be required.
- (c). The Consultant acknowledges that the CRA may retain other Consultants to provide the same types of services for CRA projects. The CRA reserves the right to select which Consultant shall provide services for CRA projects.
- (d). The Consultant acknowledges that the CRA has retained other consultants and the coordination between said consultants and the Consultant may be necessary from time to time for the successful completion of each Work Order. The Consultant agrees to provide such coordination as necessary within the Scope of Services as contained in Section 12; Description of Services.
- (e). The Consultant agrees to provide and ensure coordination between goods / services providers.
- (f). Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement to include, but not be limited to, each Work Order. The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement and each Work Order.
- (g). Consultant will maintain an adequate and competent staff or professionally qualified persons throughout the performance of this Agreement to ensure acceptable and timely completion of each Work Order.
- (h). Requirements for signing and sealing plans, reports, and documents prepared by the Consultant shall be governed by the laws and regulations of Seminole County and State Regulatory agencies.
- (i). The Consultant hereby guarantees the CRA that all material, supplies, services, and equipment as listed on a Purchase Order meet the requirements, specifications, and standards as provided for under the Federal Occupations Safety and Health Act of 1970, from time to time amended and in force on the date hereof.
- (j). No claim for services furnished by the Consultant not specifically provided for herein shall be honored by the CRA.

## **SECTION 7: CODES AND DESIGN STANDARDS.**

- (a). All the services to be provided or performed by the Consultant shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of the CRA, and the laws of any Federal, State, or local regulatory agencies.
- (b). The Consultant shall be responsible for keeping the CRA apprised of any changing laws applicable to the services to be performed under this Agreement.

## **SECTION 8: SUBCONSULTANTS.**

- (a). Any Consultant proposed Subconsultant shall be submitted to the CRA for written approval prior to the Consultant entering into a subcontract. Subconsultant information shall include, but not be limited to,

State registrations, business address, occupational license tax proof of payment, and insurance certifications.

(b). The Consultant shall coordinate the provision of services and work product of any CRA approved Subconsultant and remain fully responsible for such services and work under the terms of this Agreement.

(c). Any subcontract shall be in writing and shall incorporate this Agreement and require the Subconsultants to assume performance of the Consultant duties commensurately with the Consultant's duties to the CRA under this Agreement, it being understood that nothing herein shall in any way relieve the Consultant from any of its duties under this Agreement. The Consultant shall provide the CRA with executed copies of all subcontracts.

## **SECTION 9: ASSIGNABILITY.**

The Consultant shall not sublet, assign, or transfer any interest in this Agreement, or claims for the money due or to become due out of this Agreement to a bank, trust company, or other financial institution without written CRA approval. When approved by the CRA, written notice of such assignment or transfer shall be furnished promptly to the CRA.

## **SECTION 10: COMMENCEMENT / IMPLEMENTATION SCHEDULE OF AGREEMENT.**

(a). The Consultant shall commence the provision of services as described in this Agreement immediately upon execution of this Agreement. The CRA may seek other firms to provide the same services.

(b). The Consultant and the CRA agree to make every effort to adhere to the schedules established for the various Work Orders as described in each Work Order. However, if the Consultant is delayed at any time in the provision of services by any act or omission of the CRA, or of any employee of the CRA, or by any other Consultant employed by the CRA, or by changes ordered by the CRA, or by strikes, lock outs, fire, unusual delay in transportation, unavoidable casualties, or any other causes of Force Majeure not resulting from the inactions or actions of the Consultant and beyond the Consultant's control which would not reasonably be expected to occur in connection with or during performance or provision of these services, or by delay authorized by the CRA pending a decision, or by any cause which the CRA shall decide to justify the delay, the time of completion shall be extended for such reasonable time as the CRA may decide in its sole and absolute discretion. It is further expressly understood and agreed that the Consultant shall not be entitled to any damages or compensation, or be reimbursed for any losses on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

## **SECTION 11: LENGTH OF AGREEMENT.**

(a). The initial term of this Agreement shall be for a period of five (5) years.

(b). After initial term, this Agreement shall automatically renew for two (2) additional terms of one (1) year each.

(c). The maximum term for this Agreement and all renewals is a cumulative term of seven (7) years.

(d). Should the CRA wish to not have the contract automatically renewed, the CRA shall provide written notice to the Consultant ninety (90) days prior to the automatic renewal subject; however, to the completion of all pending Work Orders.

(e). Should the Consultant wish to not have the contract automatically renewed, the Consultant shall provide written notice to the CRA ninety (90) days prior to the automatic renewal subject; however, to the completion of all pending Work Orders.

## **SECTION 12: DESCRIPTION OF SERVICES.**

- (a). The Consultant agrees to perform professional consulting services to the CRA. Services include, but are not limited to, general consulting services. The Description of Services is to be defined further hereto as Exhibit A.
- (b). The Consultant shall diligently and in a professional and timely manner perform and provide the services included in each subsequently entered Work Order. Unless modified in writing by the parties hereto, the duties of the Consultant shall not be construed to exceed the provision of the services pertaining to this Agreement.
- (c). The CRA and Consultant agree that there may be certain additional services required to be performed by the Consultant during the performance of the Work Orders that can not be defined sufficiently at the time of execution of this Agreement. Such services shall be authorized in writing as a Change Order in accordance with Section 21. The Work Orders may contain additional instructions or provide specifications upon certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement.

## **SECTION 13: CONSULTANT RESPONSIBILITIES.**

- (a). The Consultant shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by the Consultant under this Agreement as well as the conduct of its staff, personnel, employees, and agents. The Consultant shall work closely with the CRA on all aspects of the provision of the services. With respect to services, the Consultant shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.
- (b). The Consultant shall furnish a Consultant Designated Representative to administer, review, and coordinate the provision of services under each Work Order.
- (c). Neither CRA review, approval, or acceptance of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. The Consultant shall be and shall remain liable to the CRA in accordance with applicable law for all damages to the CRA caused by the Consultant's negligent or improper performance or failure to perform any of the services furnished under this Agreement.
- (d). The rights and remedies of the Consultant, provided for under this Agreement, are in addition to any other rights and remedies provided by law.
- (e). In the event the Consultant fails to comply with the terms and conditions of this Agreement, the CRA shall notify the Consultant's Designated Representative in writing so that the Consultant may take remedial action.
- (f). Time is of the essence in the performance of all services provided by the Consultant under the terms of this Agreement and each and every Work Order.

## **SECTION 14: CRA RIGHTS AND RESPONSIBILITIES.**

- (a). The CRA shall reasonably cooperate with the Consultant in a timely fashion at no cost to the Consultant as set forth in this Section.
- (b). The CRA shall furnish a CRA Designated Representative to administer, review, and coordinate the



provision of services under each Work Order.

(c). The CRA shall make CRA personnel available where, in the CRA's opinion, they are required and necessary to assist the Consultant. The availability and necessity of said personnel to assist the Consultant shall be determined solely at the discretion of the CRA.

(d). The CRA shall furnish the Consultant with existing data, records, maps, plans, specifications, reports, fiscal data, and other engineering information that is available in the CRA's files that is necessary or useful to the Consultant for the performance of the Work. All such documents conveyed by the CRA shall be, and remain the property of, the CRA and shall be returned to the CRA upon completion of the Work to be performed by the Consultant.

(e). The CRA shall examine all Consultant reports, sketches, drawings, estimates, proposals, and other documents presented to the CRA and indicate the CRA's approval or disapproval within a reasonable time so as not to materially delay the provisions of the services of the Consultant.

(f). The CRA shall provide access to and make provisions for the Consultant to enter upon public and private lands as required for the Consultant within a reasonable time to perform work as necessary to complete the Work Order.

(g). The CRA shall transmit instructions, relevant information, and provide interpretation and definition of CRA policies and decisions with respect to any and all materials and other matters pertinent to the services covered by this Agreement.

(h). The CRA shall give written notice to the Consultant whenever the CRA designated representative knows of a development that affects the services provided and performed under this Agreement, timing of the Consultant's provision of services, or a defect or change necessary in the services of the Consultant.

(i). The rights and remedies of the CRA provided for under this Agreement are in addition to any other rights and remedies provided by law; the CRA may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim, either during or after performance of this Agreement.

(j). The CRA shall be entitled to recover any and all legal costs including, but not limited to, attorney fees and other legal costs that it may incur in any legal actions it may pursue in the enforcement of the terms and conditions of this Agreement or the responsibilities of the Consultant in carrying out the duties and responsibilities deriving from this Agreement.

(k). The failure of the CRA to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CRA hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

(l). Neither the CRA's review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor any cause of action arising out of the performance of this Agreement and the Consultant shall be and always remain liable to the CRA in accordance with applicable law for damages to the CRA caused by the Consultant's negligent or wrongful provision or performance of any of the services furnished under this Agreement.

(m). All deliverable analysis, reference data, survey data, plans and reports, or any other form of written instrument or document that may result from the Consultant's services or have been created during the course of the Consultant's performance under this Agreement shall become the property of the CRA after final payment is made to the Consultant.

(n). In the event the CRA fails to comply with the terms and conditions of this Agreement, the Consultant shall notify the CRA's Designated Representative in writing so that the CRA may take remedial action.



## **SECTION 15: WAIVER.**

The failure of the CRA to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CRA hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

## **SECTION 16: FORCE MAJEURE.**

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure.

## **SECTION 17: STANDARDS OF CONDUCT.**

(a). The Consultant warrants that it has not employed or retained any company or person, other than a Bona Fide employee working solely for the Consultant, to solicit or secure this Agreement and that the Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm other than a Bona Fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Agreement.

(b). If the CRA determines that any employee or representative of the Consultant is not satisfactorily performing his or her assigned duties or is demonstrating improper conduct pursuant to any assignment or work performed under this Agreement, the CRA shall so notify the Consultant, in writing. The Consultant shall immediately remove such employee or representative of the Consultant from such assignment.

(c). The Consultant hereby certifies that no undisclosed conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of the Consultant, or any interest in property that the Consultant may have. The Consultant further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to the CRA. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

(d). The Consultant shall not engage in any action that would create a conflict of interest for any CRA employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government.

(e). The CRA will not intentionally award publicly-funded contracts to any Consultant who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the *Immigration and Nationality Act (INA)*. The CRA shall consider the employment by the Consultant of unauthorized aliens, a violation of Section 274A (e) of the *INA*. Such violation by the Consultant of the employment provisions contained in Section 274A (e) of the *INA* shall be grounds for immediate termination of this Agreement by the CRA.

(f). The Consultant shall comply with the requirements of the *Americans with Disabilities Act (ADA)*, and related Federal or State laws which prohibit discrimination by public and private entities on the basis of disability.

(g). The Consultant shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement or violate any laws pertaining to civil rights, equal protection, or discrimination.

(h). If the Consultant or an affiliate is placed on a discriminatory vendor list, such action may result in termination by the CRA. The Consultant shall certify, upon request by the CRA that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), *Florida Statutes*.

(i). If the Consultant or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action may result in termination by the CRA. The Consultant shall certify, upon request by the CRA, that it is qualified to submit a bid under Section 287.133, Public Entity Crime, (2)(a), *Florida Statutes*.

(j). The Consultant shall certify, upon request by the CRA, that the Consultant maintains a drug free workplace policy in accordance with Section 287.0878, *Florida Statutes*. Failure to submit this certification may result in termination.

(k). The Consultant agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the services provided to the CRA. The Consultant agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment will ensure compliance with any and all employment safety, environmental and health laws.

(l). If applicable, in accordance with Section 216.347, *Florida Statutes*, the Consultant shall not use funds provided by this Agreement for the purpose of lobbying the Legislature, the Judicial Branch, or any State Agency.

(m). The Consultant shall not publish any documents or release information regarding this Agreement to the media without prior approval of the CRA.

(n). The Consultant shall ensure that all services are provided to the CRA after the Consultant has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents.

(o). The Consultant shall ensure that all taxes due from the Consultant are paid in a timely and complete manner including, but not limited to, occupational license tax.

## **SECTION 18: NOTICES.**

(a). Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested and addressed to the party for whom it is intended, at the place last specified. The place for giving of notice shall remain as such until it has been changed by written notice in compliance with the provisions of this Section.

(b). For the present, the parties designate the following as the representative places for giving of notice, to-wit:

(1). For the CRA:

**Name**  
**Title**  
**400 Alexandria Boulevard**  
**Oviedo, FL 32765**  
**(407) 971-5648**

(2). For the Consultant:

**Name**  
**Title**  
**Address**  
**Phone**  
**E-mail**

(c). Written notice requirements of this Agreement shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. The Consultant agrees not to claim any waiver by CRA of such notice requirements based upon CRA having actual knowledge, implied, verbal or constructive notice, lack of prejudice, or any other grounds as a substitute for the failure of the Consultant to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the Agreement.

## **SECTION 19: DESIGNATED REPRESENTATIVES.**

(a). The CRA Manager, or his designated representative, represents the CRA in all matters pertaining to and arising from the work and the performance of this Agreement.

(b). The CRA Manager or his designated representative shall have the following responsibilities:

(1). Examination of all work and rendering, in writing, decisions indicating the CRA's approval or disapproval within a reasonable time so as not to materially delay the work of the Consultant;

(2). Transmission of instructions, receipt of information, and interpretation and definition of CRA's policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement;

(3). Giving prompt written notice to the Consultant whenever the CRA knows of a defect or change necessary in the project; and

(c). Until further written notice, the CRA's Designated Representative for this Agreement is:

**Bryan Cobb**  
**City Manager**  
**City of Oviedo**  
**400 Alexandria Blvd.**  
**Oviedo, Florida 32765**  
**(407) 971-5506**  
[bcobb@cityofoviedo.net](mailto:bcobb@cityofoviedo.net)

(d). Prior to the start of any work under this Agreement, the Consultant shall submit to the CRA detailed resumes of key professional personnel that will be involved in performing services described in the work. The CRA hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Consultant desires to change key professional personnel in an active assignment, it shall submit the qualifications of the new professional personnel to the CRA for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CRA personnel.

(e). Until further written notice, the Consultant's Designated Representative for this Agreement is:

**Name**  
**Title**  
**Company Name**  
**Address**  
**Phone**  
**e-mail**

## **SECTION 20: WORK ORDERS.**

(a). The provision of services to be performed under this Agreement may commence immediately upon the execution of this Agreement. Services to be provided by the Consultant to the CRA shall be negotiated between the Consultant and the CRA. Each Work Order shall reference this agreement by title and date, include a detailed description of quantities, services, and a completion schedule, and will be

provided on Consultant letterhead. Services described in said Work Order will commence upon the issuance of a CRA Notice-To-Proceed.

(b). If the services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a "Fixed Fee" basis. The Consultant shall perform all services required by the Work Order but in no event shall the Consultant be paid more than the negotiated Fixed Fee amount stated therein.

(c). The Consultant and the CRA agree to make every effort to adhere to the schedule established for the various Work Orders described in the Work Order.

(d). If the services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, the Consultant shall perform all work required by the Work Order; but in no event shall the Consultant be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(e). For Work Orders issued on a "Fixed Fee Basis," the Consultant may invoice the amount due based on the percentage of total Work Order services actually performed and completed; but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(f). For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the Consultant may invoice the amount due for actual work hours performed; but in no event shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed.

(g). Each Work Order issued on a "Fixed Fee Basis" or "Time Basis Method" with a Not-to-Exceed amount shall be treated separately for retainage purposes. If the CRA determines that work is substantially complete and the amount retained, if any, is considered to be in excess, the CRA may, at its sole and absolute discretion, release the retainage or any portion thereof.

(h). For Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount, the Consultant may invoice the amount due for services actually performed and completed. The CRA shall pay the Consultant one hundred percent (100%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount.

## **SECTION 21: CHANGE ORDERS.**

(a). The CRA may revise the Description of Services set forth in any particular Work Order.

(b). Revisions to any Work Order shall be authorized in writing by the CRA as a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. The Change Orders may contain additional instructions or provisions specific upon certain aspects of this Agreement pertinent to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. An Agreement between the parties on and execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and to the impact of the change on unchanged goods and/or work, including all direct and indirect costs of whatever nature, and all adjustments to the Consultant schedule.

(c). If instructed by the CRA, the Consultant shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the Consultant, the Consultant may be entitled to additional compensation. The Consultant must submit for CRA approval a revised proposal with a revised fee quotation. Additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the work by Change Order to the Work Order.

## **SECTION 22: COMPENSATION.**

- (a). Compensation to the Consultant for the services performed on each Work Order shall be as set forth the Work Order/Change Order or as set forth in Exhibit C which enumerates hourly rates and other charges of the Consultant.
- (b). The CRA shall not pay for reimbursable items such as gas, tolls, mileage, meals, etc. and other items not directly attributable to items produced for each Work Order.
- (c). All Work Orders are to include a 0.5% line item for reimbursables, an amount to be billed against for unanticipated costs ordered by the CRA, such as additional copies, postage, etc. This line item is for use by the CRA and shall only be billed against with prior approval of the Designated Representative.
- (d). Work performed by the Consultant without written approval by the CRA's Designated Representative shall not be compensated. Any work performed by the Consultant without approval by the CRA is performed at the Consultant's own election.
- (e). In the event the CRA fails to provide compensation under the terms and conditions of this Agreement, the Consultant shall notify the CRA's Designated Representative in order that the CRA may take remedial action.

## **SECTION 23: INVOICE PROCESS.**

- (a). Payments shall be made by the CRA to the Consultant when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. The Consultant shall render to the CRA, at the close of each calendar month, an itemized invoice properly dated, describing all services rendered as Exhibit B, the Project Status Report Form, the cost of the services, the name and address of the Consultant, Work Order Number, Contract Number and all other information required by this Agreement.
- (b). Invoices which are in an acceptable form to the CRA and without disputable items will be processed for payment within thirty days of receipt by the CRA.
- (c). The Consultant will be notified of any disputable items contained in invoices submitted by the Consultant within fifteen days of receipt by the CRA with an explanation of the deficiencies.
- (d). The CRA and the Consultant will make every effort to resolve all disputable items contained in the Consultant's invoices.
- (e). Each invoice shall reference this Agreement, the appropriate Work Order and Change Order if applicable, the billing period, and include the Project Status Report for the period being billed. A Project Status Report form is attached as Exhibit B.
- (f). The *Florida Local Government Prompt Payment Act* shall apply when applicable.
- (g). Invoices are to be forwarded directly to:

**Accounts Payable  
City of Oviedo  
400 Alexandria Blvd.  
Oviedo, Florida 32765**

## **SECTION 24: TERMINATION OF AGREEMENT.**

- (a). The CRA may terminate this Agreement, or any Work Order, for convenience at any time for one or more of the reasons as follows:

- (1). If, in the CRA's opinion, adequate progress under a Work Order is not being made by the Consultant; or
  - (2). If, in the CRA's opinion, the quality of the services provided by the Consultant is/are not in conformance with commonly accepted professional standards, standards of the CRA, the requirements of Federal or State regulatory agencies, and the Consultant has not corrected such deficiencies in a timely manner as reasonably determined by the CRA; or
  - (3). The Consultant or any employee or agent of the Consultant is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the Consultant; or
  - (4). The Consultant becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or
  - (5). The Consultant violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the CRA Code of Conduct.
- (b). In the event of any of the causes described in this Section, the CRA's Designated Representative may send a certified letter requesting that the Consultant show cause why the Agreement or any Work Order should not be terminated. If satisfactory assurance is not received by the CRA within fourteen (14) calendar days of the receipt of the letter that corrective measures will occur within a reasonable amount of time, the CRA may consider the Consultant to be in default, and may immediately terminate this Agreement or any Work Order in progress under this Agreement.
- (c). In the event that this Agreement or a Work Order is terminated for cause and it is later determined that the cause does not exist, then this Agreement or the Work Order shall be deemed terminated for convenience by the CRA and the CRA shall have the right to so terminate this Agreement without any recourse by the Consultant.

#### **SECTION 25: TERMINATION BY CONSULTANT FOR CAUSE.**

- (a). The Consultant may terminate this Agreement if:
- (1). The CRA materially fails to meet its obligations and responsibilities as contained in Section 14; CRA Rights and Responsibilities; or
  - (2). The CRA fails to pay the Consultant in accordance with this Agreement.
- (b). In the event of either of the causes described in Subsection (a), the Consultant shall send a certified letter requesting that the CRA show cause why the Agreement should not be terminated. If adequate assurances are not given to the Consultant within fourteen calendar days of the receipt of said show cause notice, the Consultant may consider the CRA to be in default, and may immediately terminate this Agreement.

#### **SECTION 26: TERMINATION BY THE CRA WITHOUT CAUSE.**

- (a). Notwithstanding any other provision of this Agreement, the CRA shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate any specific Work Order without cause, if such termination is deemed by the CRA to be in the public interest, provided that thirty (30) calendar days prior written notice is given to the Consultant of the CRA's intent to terminate.
- (b). In the event that this Agreement is terminated, the CRA shall identify any specific Work Order(s) being terminated and the specific Work Order(s) to be continued to completion pursuant to the provisions of this Agreement.



(c). This Agreement will remain in full force and effect as to all authorized Work Order(s) that is/are to be continued to completion.

#### **SECTION 27: PAYMENT IN THE EVENT OF TERMINATION.**

In the event this Agreement or any Work Order is terminated or canceled prior to final completion payment for the unpaid portion of the services provided by the Consultant to the date of termination and any additional services shall be paid to the Consultant.

#### **SECTION 28: ACTION FOLLOWING TERMINATION.**

Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue the provision of all services, unless the notice provides otherwise.

#### **SECTION 29: SUSPENSION.**

(a). The performance or provision of the Consultant services under any Work Order under this Agreement may be suspended by the CRA at any time.

(b). In the event the CRA suspends the performance or provision of the Consultant's services hereunder, the CRA shall so notify the Consultant in writing. Such suspension shall become effective upon the date stated in the notice. The CRA shall pay to the Consultant within thirty (30) days all compensation which has become due to and payable to the Consultant to the effective date of such suspension. The CRA shall thereafter have no further obligation for payment to the Consultant for the suspended provision of services unless and until the CRA's designated representative notifies the Consultant in writing that the provision of the services of the Consultant called for hereunder are to be resumed by the Consultant.

(c). Upon receipt of written notice from the CRA that the Consultant's provision of services hereunder are to be resumed, the Consultant shall continue to provide the services to the CRA.

#### **SECTION 30: ALTERNATIVE DISPUTE RESOLUTION (ADR).**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the CRA prior to filing suit or otherwise pursuing legal remedies.

(b) The Consultant agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the CRA in alternative dispute resolution procedures or which the Consultant had knowledge and failed to present during the CRA procedures.

(c). In the event that CRA procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

#### **SECTION 31: SEVERABILITY.**

(a). If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

(b). All provisions of this Agreement shall be read and applied in Pari Materia with all other provisions hereof.

(c). Violation of this Agreement by the Consultant is recognized by the parties to constitute irreparable harm to the CRA.

#### **SECTION 32: CONTROLLING LAWS / VENUE / INTERPRETATION.**

(a). This Agreement is to be governed by the laws of the State of Florida.

(b). Venue for any legal proceeding related to this Agreement shall be in the Eighteenth Judicial Circuit Court in and for Seminole County, Florida.

(c). This Agreement is the result of *bona fide* arms length negotiations between the CRA and the Consultant and all parties have contributed substantially and materially to the preparation of the Contract. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

#### **SECTION 33: INDEMNITY.**

The Consultant shall defend, indemnify and hold harmless the CRA and all of its officials, officers, agents and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the Consultant, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. The Consultant recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the CRA when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the CRA in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve the Consultant of its liability and obligation to defend, hold harmless and indemnify the CRA as set forth in this section of the Agreement. This section shall be construed to provide the CRA with the maximum rights and protections under the provisions of Section 725.08, *Florida Statutes*, relating to design professional contracts and limitations relative to contractual indemnification provisions.

Nothing herein shall be construed to extend the Consultant's liability beyond that provided in Section 768.28, *Florida Statutes*.

#### **SECTION 34: INSURANCE.**

The Consultant shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance with minimum policy limits as set forth below, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and name the CRA as a named, additional insured, as well as furnishing the CRA with a copies of the declaration and endorsement pages from said insurance policies. Certificates of insurance, including declarations and endorsements must accompany this signed contract. Said insurance coverages procured by the Consultant as required herein shall be considered, and the CRA agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the CRA, and that any other insurance, or self-insurances available to the CRA shall be considered secondary to, or in excess of, the insurance coverages(s) procured by the Consultant as required herein.



Nothing herein shall be construed to extend the CRA's liability beyond that provided in Section 768.28, Florida Statutes.

(1). Workers Compensation/Employer Liability: The Consultant shall provide Worker Compensation insurance for all employees engaged in the work under this Agreement in accordance with the laws of the State of Florida. Employers' Liability Insurance at limits not less than the following:

\$500,000 Each Accident  
\$500,000 Each Employee  
\$500,000 Policy Limit for Disease

(2). Commercial General Liability: The Consultant shall provide coverage for all operations including, but not limited to, contractual, independent Consultant, products and complete operations and personal injury with limits not less than the following:

\$1,000,000 Bodily Injury & Property Damage - each occurrence  
\$1,000,000 Personal & Advertising Injury - each occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregates limit  
\$ 5,000 Medical Payments  
\$ 100,000 Fire Damage Legal Liability

(3). Commercial Business Automobile Liability: The Consultant shall provide complete coverage with a combined single limit of not less than \$1,000,000 Bodily Injury and Property Damage in accordance with the laws of the State of Florida, as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.

(4). Professional Liability: The Consultant shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of \$1,000,000 CSL or its equivalent, with a combined single limit of not less than \$1,000,000, protecting the Consultant against claims of the CRA for negligence, errors, mistakes, or omissions in the performance of services to be performed and furnished by the Consultant.

(5). Pollution Liability: The Consultant shall provide coverage in the amount of \$2,000,000 for injury and/or property damage claims, applicable to the work being performed, caused by the release of, or the inability to properly manage or guard against the release of, hazardous materials.

(6). Other Required Insurance Coverage: Where unusual operations are necessary to complete the work, such as Longshoremen and Harbor Workers' Exposures, use of aircraft or watercraft, use of explosives, and any high risk circumstances. No aircraft, watercraft or explosives shall be used without the express advance written approval of the CRA which may, thereupon, require additional insurance coverages.

### **SECTION 35: EQUAL OPPORTUNITY EMPLOYMENT / NON-DISCRIMINATION.**

The Consultant agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The Consultant, moreover, shall comply with all the requirements as imposed by the *Americans with Disabilities Act*, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto.

All services, programs and activities of the CRA and the City of Oviedo are offered and solicited without regard to race,

color, national origin, age, sex, religion, disability or family status in accordance with the City's Title VI Nondiscrimination Policy, Plan and Procedures.

### **SECTION 36: ACCESS TO RECORDS / AUDIT / PUBLIC RECORDS.**

(a). The Consultant shall maintain books, records, documents, time and costs accounts, and other evidence directly related to its provision or performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.

(b). The Consultant shall maintain and allow access to the records required under this Section for a minimum period of five years after the completion of the provision or performance services under this Agreement and date of final payment for said services, or date of termination of this Agreement.

(c). The CRA reserves the right to unilaterally terminate this Agreement if the Consultant refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of *Chapter 119, Florida Statutes*, and other applicable law, and made or received by the Consultant in conjunction, in any way, with this Agreement.

(d). The CRA may perform, or cause to have performed, an audit of the records of the Consultant before or after final payment to support final payment under any Work Order issued hereunder. This audit shall be performed at a time mutually agreeable to the Consultant and the CRA subsequent to the close of the final fiscal period in which services are provided or performed. Total compensation to the Consultant may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to the Consultant. Conduct of this audit shall not delay final payment as required by this Section.

(e). In addition to the above, if Federal, State, County, or other entity funds are used for any services under this Agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, or the County of Seminole, or any representative, shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to services provided or performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(f). In the event of any audit or inspection conducted reveals any overpayment by the CRA under the terms of the Agreement, the Consultant shall refund such overpayment to the CRA within thirty days of notice by the CRA of the request for the refund.

(g). The Consultant agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(h). The CONTRACTOR agrees to fully comply with all State laws relating to public records. In order to comply with Section 119.0701, Florida Statutes, the CONTRACTOR must: (1). Keep and maintain public records required by the CRA and the City to perform the service, (2). Upon request from the CRA or the City's custodian of public records, provide the public with a copy of the public records requested or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law, (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the CRA and the City, (4) Upon completion of this Agreement, transfer, at no cost, to the CRA all public records in possession of the CONTRACTOR or keep and maintain public records required by the CRA or the City to perform the service. If the CONTRACTOR transfers all public records to the CRA or the City upon completion of this Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All

records stored electronically must be provided to the CRA and the City, upon request from the CRA or the City's custodian of public records, in a format that is compatible with the information technology systems of the City, and (5). If the CONTRACTOR does not comply with a public records request, the CRA or the City shall enforce any and all Agreement provisions in accordance with this Agreement and the CONTRACTOR shall be subject to all rights and remedies of the CRA and the City and the public under controlling State law.

A request to inspect or copy public records relating to this Agreement must be made directly to the CRA or the City. If the CRA or the City does not possess the requested records, the CRA shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the records to the CRA and the City or allow the records to be inspected or copied within a reasonable time. Failure by the CONTRACTOR to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the CRA. The CONTRACTOR shall promptly provide the CRA with a copy of any request to inspect or copy public records in possession of the CONTRACTOR and shall promptly provide the CRA and the City with a copy of the CONTRACTOR's response to each such request.

The CONTRACTOR agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (CONTRACTOR'S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 971-5504, ELIANNE RIVERA, CITY CLERK, CITY HALL, CITY OF OVIEDO, 400 ALEXANDRIA BOULEVARD, OVIEDO, FLORIDA 32765, [ERIVERA@CITYOFOVIEDO.NET](mailto:ERIVERA@CITYOFOVIEDO.NET).**

#### **SECTION 37: COUNTERPARTS.**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

#### **SECTION 38: SUBMITTALS.**

The following are items the Consultant must submit to the CRA as stated in this Agreement:

- a) Exhibit A, Description of Services; Section 12
- b) Certificates of Insurance to include Workers Compensation for all employees, Commercial General Liability, Automobile and Professional Liability; Section 34
- c) Fee Schedule; Section 22
- d) Any additional information as may be designated in the Exhibits attached hereto.

This Agreement describes each item listed above in detail. All provided to the CRA must be accurate and updated certifying the Consultant is proceeding correctly.

**SECTION 39: EXHIBITS.**

Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

***IN WITNESS WHEREOF***, the parties hereto have made and executed this Agreement on the respective dates under each signature: the CRA through its CRA Council taking action on the\_\_ day of\_\_\_\_\_, 20\_, and the Consultant signing by and through its duly authorized corporate officer having the full and complete authority to execute same.

**Consultant Name**  
**Street Address**  
**City/State/Zip**

**CRA of Oviedo**

\_\_\_\_\_  
Signatory Authority and Title; Signature

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Signatory Authority and Title; Typed or Printed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Attesting Authority and Title; Signature

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Attesting Authority and Title; Typed or Printed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to legal sufficiency.

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

**EXHIBIT B**



**CITY OF OVIEDO FLORIDA**

**400 ALEXANDRIA BLVD • OVIEDO, FLORIDA 32765**

**407-971-5555 • [WWW.CITYOFOVIEDO.NET](http://WWW.CITYOFOVIEDO.NET)**

WORK ORDER NUMBER: \_\_\_\_\_ DATE \_\_\_\_\_, 20\_\_

PROJECT: \_\_\_\_\_

CONTRACTOR/CONSULTANT: \_\_\_\_\_

MASTER AGREEMENT #: \_\_\_\_\_ CONTRACT TERM DATE: \_\_\_\_\_

CRA RESOLUTION #: RES \_\_\_\_\_ COUNCIL MEETING DATE: \_\_\_\_\_

Execution of this Work Order by the CITY OF OVIEDO, FLORIDA, on behalf of the Oviedo Community Redevelopment Agency (the “CRA”) shall serve as authorization for CONTRACTOR/CONSULTANT (the “Contractor”) to proceed with the provision of goods and/or services and/or work in connection with the above project (the “Project”), and as referenced in the Master Agreement (referenced above) and listed in the documents that are attached hereto and incorporated herein by this reference (collectively the “Work”).

Contractor shall provide or complete the Work to, or for the benefit of, the CRA pursuant to the terms of this Work Order and any attachment(s) hereto (collectively the “Work Order”).

All services, programs and activities of the CRA of Oviedo are offered and solicited without regard to race, color, national origin, age, sex, religion, disability or family status in accordance with the City’s Title VI Nondiscrimination Policy, Plan and Procedures.

**ATTACHMENTS:**

- ☐ EXHIBIT A: SCOPE OF SERVICES
- ☐ EXHIBIT B: PROJECT STATUS REPORT
- ☐ EXHIBIT C: RATE SCHEDULE
- ☐ EXHIBIT D: INSURANCE CERTIFICATE/ENDORSEMENTS
- ☐ OTHER

The CONTRACTOR shall provide said services pursuant to this Work Order, its attachments and the above-referenced Master Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Work Order conflicts with said Master Agreement, the Agreement shall prevail.

**TIME FOR COMPLETION:** The Work shall be completed within \_\_\_\_\_ days after the date of the execution of this Work Order by the CRA, provided, however, if a notice to proceed is required pursuant to any of the attachments hereto or the underlying contract, then \_\_\_\_\_ days after the date of issuance of a notice to proceed by the CRA.

**COMPENSATION:** The CRA shall compensate Contractor a fixed fee in the amount of \$ \_\_\_\_\_ (the "Fee") for the Work required to be performed by Contractor pursuant to the terms of this Work Order. Contractor shall perform all Work and provide all associated goods as required by the terms of this Work Order. In no event, shall Contractor be paid more than the Fee set forth above. Payment of the Fee shall be in accordance with to the method described in the CRA's terms and conditions listed on the CRA website OR in accordance with the terms and conditions set forth herein or in the underlying contract.

It is expressly understood by the CONTRACTOR That this Work Order, until executed by the CRA, does not authorize the performance of any services by the CONTRACTOR and that the CRA, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONTRACTOR to perform the services called for under this Work Order if it is determined that to do so is in the best interest of the CRA.

**INSURANCE:** If the Contractor maintains broader insurance coverage and/or higher limits than the minimums the CRA requires to be maintained, then CRA shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CRA.

The **Effective Date** of this Work Order shall be the date of execution by the CRA of Oviedo, Florida.

ATTEST

\_\_\_\_\_

Name: \_\_\_\_\_

CONTRACTOR/CONSULTANT:

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CRA OF OVIEDO, FLORIDA,

ATTEST

\_\_\_\_\_

Name: \_\_\_\_\_

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

Title: CRA Chairman

Date: \_\_\_\_\_

Reviewed by: Purchasing: \_\_\_\_\_

Date: \_\_\_\_\_

Reviewed by: Risk: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT C

The label below has been provided to properly identify your submittal. Proper labeling provides identification and processing of the submittal to avoid opening envelopes / packages until the official date and time of opening.

### BID LABEL

Place your submittal in a sealed envelope or package and affix your completed label on the outer surface of the envelope/package. Received submittal envelopes/packages will be time/date stamped and the Purchasing Department will be notified. Received submittals are recorded and are listed in the opening minutes retained by the Purchasing Department. For your convenience, the below label is provided for you.

- Cut out the label and tape it to the outer sealed solicitation envelope or package.



---

### Bid Documents Enclosed

### RFQ 21-12: Executive Director of Community Redevelopment

**Due: August 26 2021, 2:00 PM (EDT)**

From:

Respondent's Name: \_\_\_\_\_

Respondent's Address: \_\_\_\_\_

\_\_\_\_\_

**To: City of Oviedo  
Purchasing Department  
400 Alexandria Blvd.  
Oviedo, Florida 32765**





## Exhibit D

### Supplemental Terms, Conditions and Forms Required for Federally Funded Projects

#### **Equal Employment Opportunity:**

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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 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 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. A copy of Executive Order 11246 is provided in Exhibit 1.
- (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 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.

### **Davis Bacon Act and Copeland Anti-Kickback Act.**

Applicability of Davis-Bacon Act. This section is applicable to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including Public Assistance Program.** If applicable, the following provisions provided in Exhibit 2 are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to also conform to the FHWA 1273 format and the FHWA program requirements.

Applicability of Copeland Anti-Kickback Act: **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of FEMA grant programs where both clauses do apply, the following contract clauses are hereby incorporated:

- (1) The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may deem appropriate, and also include a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

### **Contract Work Hours and Safety Standards Act.**

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek

of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City of Oviedo shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

### **Clean Air Act**

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Act (EPA) regulations.

(2) The contractor agrees to report each violation to the City of Oviedo and understands and agrees that the City of Oviedo will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### **Federal Water Pollution Control Act**

(1) 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.

(2) The contractor agrees to report each violation to the City of Oviedo and understands and agrees that the City of Oviedo will in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### **Access to Records**

The following access to records requirements apply to this contract:

(1) The contractor agrees to provide the City of Oviedo, Jerry Boop, Finance Director/FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative(s) access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representative(s) access to construction or other work sites pertaining to the work being completed under the contract.

### **Suspension and Debarment**

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required 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).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City of Oviedo. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to FEMA, serving as recipient and the City of Oviedo, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

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

### **Bvrd Anti-Lobbying Amendment**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification provided in Exhibit 3. 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.

### **Contractor's Certification regarding Suspension & Debarment, Non-Collusion & Lobbying**

Contractors are required to execute and include in their contract or bid, the certification provided in Exhibit 4 regarding Suspension & Debarment, Non-collusion and Lobbying, as required for federally funded projects.

#### DBE Utilization

There are no Disadvantaged Business Enterprise (DBE) utilization goals for this contract, however **DBE businesses, including small and minority businesses and women's businesses, are encouraged to bid on this project.**

If the contract includes the use of subcontractors by the prime contractor, the subcontractors must also take the affirmative steps to solicit and utilize DBE businesses when possible.

#### **E-Verify**

In accordance with the State of Florida Executive Order 11-02, provided in Exhibit 5, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

#### **Procurement of Recovered Materials**

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines website, <http://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

#### Department of Homeland Security (DHS) Seal, Logo, and Flags

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

#### Compliance with Federal Law, Regulations and Executive Orders

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

#### **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.

**Program Fraud and False or Fraudulent Statements or Related Acts**

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

## **Executive Order 11246 - Equal Employment Opportunity**

SOURCE: The provisions of Executive Order 11246 of Sept. 24, 1965, appear at 30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p.339, unless otherwise noted.

Under and by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

### **Part I - Nondiscrimination in Government Employment**

[Part I superseded by EO 11478 of Aug. 8, 1969, 34 FR 12985, 3 CFR, 1966-1970 Comp., p. 803)

### **Part II - Nondiscrimination in Employment by Government Contractors and**

#### **Subcontractors Subpart A - Duties of the Secretary of Labor**

SEC. 201. The Secretary of Labor shall be responsible for the administration and enforcement of Parts II and III of this Order. The Secretary shall adopt such rules and regulations and issue such orders as are deemed necessary and appropriate to achieve the purposes of Parts II and III of this Order.

[Sec. 201 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230)

#### **Subpart B - Contractors' Agreements**

SEC. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

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

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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 by the contracting officer setting

forth the provisions of this nondiscrimination clause.

"(2) The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex 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 by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, 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 No. 11246 of Sept. 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 No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 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 provisions of paragraphs (1) through (6) 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 No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as



a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 203. Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

(b) Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

(c) Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

(d) The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with

supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material *as* the Secretary of Labor may require.

[Sec. 203 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684; EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 204. The Secretary of Labor may, when he/she deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including any or all of the provisions of Section 202 of this Order in any specific contract, subcontract, or purchase order. The Secretary of Labor may, by rule or regulation, also exempt certain classes of contracts, subcontracts, or purchase orders (1) whenever work is to be or has been performed outside the United States and no recruitment of workers within the limits of the United States is involved; (2) for standard commercial supplies or raw materials; (3) involving less than specified amounts of money or specified numbers of workers; or (4) to the extent that they involve subcontracts below aspecified tier. The Secretary of Labor may also provide, by rule, regulation, or order, for the exemption of facilities of a contractor which are in all respects separate and distinct from activities of the contractor related to the performance of the contract: Provided, that such an exemption will not interfere with or impede the effectuation of the purposes of this Order: And provided further, That in the absence of such an exemption, all facilities shall be covered by the provisions of this Order.

#### Subpart C - Powers and Duties of the Secretary of Labor and the Contracting Agencies

SEC. 205. The Secretary of Labor shall be responsible for securing compliance by all Government contractors and subcontractors with this Order and any implementing rules or regulations. All contracting agencies shall comply with the terms of this Order and any implementing rules, regulations, or orders of the Secretary of Labor. Contracting agencies shall cooperate with the Secretary of Labor and shall furnish such information and assistance as the Secretary may require.

[Sec. 205 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 206. The Secretary of Labor may investigate the employment practices of any Government contractor or subcontractor to determine whether or not the contractual provisions specified in Section 202 of this Order have been violated. Such investigation shall be conducted in accordance with the procedures established by the Secretary of Labor.

(b) The Secretary of Labor may receive and investigate complaints by employees or prospective employees of a Government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in Section 202 of this Order.

[Sec. 206 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]<sup>o</sup>

SEC. 207. The Secretary of Labor shall use his/her best efforts, directly and through interested Federal, State, and local agencies, contractors, and all other available instrumentalities to cause any labor union engaged in work under Government contracts or any agency referring workers or providing or supervising apprenticeship or training for or in the course of such work to cooperate in the implementation of the purposes of this Order. The Secretary of Labor shall, in appropriate cases, notify the Equal Employment Opportunity Commission, the Department of Justice, or other appropriate Federal agencies whenever it has reason to believe that the practices of any such labor organization or agency violate Title VI or Title VII of the Civil Rights Act of 1964 or other provision of Federal law.

[Sec. 207 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 208. The Secretary of Labor, or any agency, officer, or employee in the executive branch of the Government designated by rule, regulation, or order of the Secretary, may hold such hearings, public or private, as the Secretary may deem advisable for compliance, enforcement, or educational purposes.

(b) The Secretary of Labor may hold, or cause to be held, hearings in accordance with Subsection of this Section prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. No order for debarment of any contractor from further Government

contracts under Section 209(6) shall be made without affording the contractor an opportunity for a hearing.

#### Subpart D - Sanctions and Penalties

SEC. 209. In accordance with such rules, regulations, or orders as the Secretary of Labor may issue or adopt, the Secretary may:

- (1) Publish, or cause to be published, the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this Order or of the rules, regulations, and orders of the Secretary of Labor.
- (2) Recommend to the Department of Justice that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions set forth in Section 202 of this Order, appropriate proceedings be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals, or groups who prevent directly or indirectly, or seek to prevent directly or indirectly, compliance with the provisions of this Order.
- (3) Recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964.
- (4) Recommend to the Department of Justice that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the Secretary of Labor as the case may be.
- (5) After consulting with the contracting agency, direct the contracting agency to cancel, terminate, suspend, or cause to be cancelled, terminated, or suspended, any contract, or any portion or portions thereof, for failure of the contractor or subcontractor to comply with equal employment opportunity provisions of the contract. Contracts may be cancelled, terminated, or suspended absolutely or continuance of contracts may be conditioned upon a program for future compliance approved by the Secretary of Labor.
- (6) Provide that any contracting agency shall refrain from entering into further contracts, or extensions or other modifications of existing contracts, with any noncomplying contractor, until such contractor has satisfied the Secretary of Labor that such contractor has established and will carry out

personnel and employment policies in compliance with the provisions of this Order.

(b) Pursuant to rules and regulations prescribed by the Secretary of Labor, the Secretary shall make reasonable efforts, within a reasonable time limitation, to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation, and persuasion before proceedings shall be instituted under subsection (a)(2) of this Section, or before a contract shall be cancelled or terminated in whole or in part under subsection (a)(5) of this Section.

[Sec. 209 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 210. Whenever the Secretary of Labor makes a determination under Section 209, the Secretary shall promptly notify the appropriate agency. The agency shall take the action directed by the Secretary and shall report the results of the action it has taken to the Secretary of Labor within such time as the Secretary shall specify. If the contracting agency fails to take the action directed within thirty days, the Secretary may take the action directly.

[Sec. 210 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 211. If the Secretary shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless the bidder or prospective contractor has satisfactorily complied with the provisions of this Order or submits a program for compliance acceptable to the Secretary of Labor.

(Sec. 211 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230)

SEC. 212. When a contract has been cancelled or terminated under Section 209(a)(5) or a contractor has been debarred from further Government contracts under Section 209(a)(6) of this Order, because of noncompliance with the contract provisions specified in Section 202 of this Order, the Secretary of Labor shall promptly notify the Comptroller General of the United States.

(Sec. 212 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230)

#### Subpart E - Certificates of Merit

SEC. 213. The Secretary of Labor may provide for issuance of a United States Government Certificate of Merit to employers or labor unions, or other agencies which are or may hereafter be engaged in work under Government contracts, if the Secretary is satisfied that the personnel and

employment practices of the employer, or that the personnel, training, apprenticeship, membership, grievance and representation, upgrading, and other practices and policies of the labor union or other agency conform to the purposes and provisions of this Order.

SEC. 214. Any Certificate of Merit may at any time be suspended or revoked by the Secretary of Labor if the holder thereof, in the judgment of the Secretary, has failed to comply with the provisions of this Order.

SEC. 215. The Secretary of Labor may provide for the exemption of any employer, labor union, or other agency from any reporting requirements imposed under or pursuant to this Order if such employer, labor union, or other agency has been awarded a Certificate of Merit which has not **been** suspended or revoked.

### Part III - Nondiscrimination Provisions in Federally Assisted Construction Contracts

SEC. 30 I. Each executive department and agency, which administers a program involving Federal financial assistance shall require as a condition for the approval of any grant, contract, loan, insurance, or guarantee thereunder, which may involve a construction contract, that the applicant for Federal assistance undertake and agree to incorporate, or cause to be incorporated, into all construction contracts paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to such **grant**, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts by Section 202 of this Order or such modification thereof, preserving in substance the contractor's obligations thereunder, as may be approved by the Secretary of Labor, together with such additional provisions as the Secretary deems appropriate to establish and protect the interest of the United States in the enforcement of those obligations. Each such applicant shall also undertake and agree (1) to assist and cooperate actively with the Secretary of Labor in obtaining the compliance of contractors and subcontractors with those contract provisions and with the rules, regulations and relevant orders of the Secretary, (2) to obtain and to furnish to the Secretary of Labor such information as the Secretary may require for the supervision of such compliance, (3) to carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor pursuant to Part II, Subpart D, of this Order, and (4) to

refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from Government contracts under Part II, Subpart D, of this Order.

[Sec. 301 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230)

SEC. 302. "Construction contract" as used in this Order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

(b) The provisions of Part II of this Order shall apply to such construction contracts, and for purposes of such application the administering department or agency shall be considered the contracting agency referred to therein.

(c) The term "applicant" as used in this Order means an applicant for Federal assistance or, as determined by agency regulation, other program participant, with respect to whom an application for any grant, contract, loan, insurance, or guarantee is not finally acted upon prior to the effective date of this Part, and it includes such an applicant after he/she becomes a recipient of such Federal assistance.

SEC. 303. The Secretary of Labor shall be responsible for obtaining the compliance of such applicants with their undertakings under this Order. Each administering department and agency is directed to cooperate with the Secretary of Labor and to furnish the Secretary such information and assistance as the Secretary may require in the performance of the Secretary's functions under this Order.

(b) In the event an applicant fails and refuses to comply with the applicant's undertakings pursuant to this Order, the Secretary of Labor may, after consulting with the administering department or agency, take any or all of the following actions: (1) direct any administering department or agency to cancel, terminate, or suspend in whole or in part the agreement, contract or other arrangement with such applicant with respect to which the failure or refusal occurred; (2) direct any administering department or agency to refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received by the Secretary of Labor from such applicant; and (3) refer the case to the Department of Justice or the Equal Employment Opportunity Commission for appropriate law

enforcement or other proceedings.

(c) In no case shall action be taken with respect to an applicant pursuant to clause (I) or (2) of subsection (b) without notice and opportunity for hearing.

[Sec. 303 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 304. Any executive department or agency which imposes by rule, regulation, or order requirements of nondiscrimination in employment, other than requirements imposed pursuant to this

Order, may delegate to the Secretary of Labor by agreement such responsibilities with respect to compliance standards, reports, and procedures as would tend to bring the administration of such requirements into conformity with the administration of requirements imposed under this Order: Provided, That actions to effect compliance by recipients of Federal financial assistance with requirements imposed pursuant to Title VI of the Civil Rights Act of 1964 shall be taken in conformity with the procedures and limitations prescribed in Section 602 thereof and the regulations of the administering department or agency issued thereunder.

#### Part IV - Miscellaneous

SEC. 40 I . The Secretary of Labor may delegate to any officer, agency, or employee in the Executive branch of the Government, any function or duty of the Secretary under Parts II and III of this Order.

[Sec. 401 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 402. The Secretary of Labor shall provide administrative support for the execution of the program known as the "Plans for Progress."<sup>11</sup>

SEC. 403. Executive Orders Nos. 10590 (January 19, 1955), 10722 (August 5, 1957), 10925 (March 6, 1961), 11114 (June 22, 1963), and 11162 (July 28, 1964), are hereby superseded and the President's Committee on Equal Employment Opportunity established by Executive Order No.

10925 is hereby abolished. All records and property in the custody of the Committee shall be transferred to the Office of Personnel Management and the Secretary of Labor, as appropriate.

(b) Nothing in this Order shall be deemed to relieve any person of any obligation assumed or imposed under or pursuant to any Executive Order superseded by this Order. All rules, regulations, orders, instructions, designations, and other directives issued by the President's Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive orders superseded by this Order, shall, to the extent that they are



not inconsistent with this Order, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of this Order.

[Sec. 403 amended by EO 12107 of Dec. 28, 1978, 44 FR 1055, 3 CFR, 1978 Comp., p, 264]

SEC. 404. The General Services Administration shall take appropriate action to revise the standard Government contract forms to accord with the provisions of this Order and of the rules and regulations of the Secretary of Labor.

SEC. 405. This Order shall become effective thirty days after the date of this Order.

### 1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and is subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and

which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

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

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

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

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

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

## **2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractors or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment,

advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonable anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for

this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

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

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

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

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

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

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

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

#### **4. Apprentices and trainees**

a. Apprentices (programs of the USDOL).

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

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of the fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL)

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are

employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

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

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

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

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

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

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

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

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

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

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

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility**

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

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

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

## CERTIFICATION REGARDING LOBBYING

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" (form is attached) 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 provision 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

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB  
0348-0046

<b>1. * Type of Federal Action:</b> <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. * Status of Federal Action:</b> <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. * Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
<b>4. * Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name <input style="background-color: yellow;" type="text"/> * Street 1 <input style="background-color: yellow;" type="text"/> Street 2 <input type="text"/> * City <input style="background-color: yellow;" type="text"/> State <input type="text"/> Zip <input type="text"/> Congressional District, if known: <input type="text"/>		
<b>5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:</b>     		
<b>6. * Federal Department/Agency:</b> <input style="background-color: yellow;" type="text"/>		<b>7. * Federal Program Name/Description:</b> <input type="text"/> <input type="text"/> CFDA Number, if applicable: <input type="text"/>
<b>8. Federal Action Number, if known:</b> <input type="text"/>		<b>9. Award Amount, if known:</b> \$ <input type="text"/>
<b>10. a. Name and Address of Lobbying Registrant:</b> Prefix <input type="text"/> * First Name <input style="background-color: yellow;" type="text"/> Middle Name <input type="text"/> * Last Name <input style="background-color: yellow;" type="text"/> Suffix <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/>		
<b>b. Individual Performing Services</b> (including address if different from No. 10a) Prefix <input type="text"/> * First Name <input style="background-color: yellow;" type="text"/> Middle Name <input type="text"/> * Last Name <input style="background-color: yellow;" type="text"/> Suffix <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/>		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature: <input type="text"/> Completed on submission to Grants.gov * Name: Prefix <input type="text"/> * First Name <input style="background-color: yellow;" type="text"/> Middle Name <input type="text"/> * Last Name <input style="background-color: yellow;" type="text"/> Suffix <input type="text"/> Title: <input type="text"/> Telephone No.: <input type="text"/> Date: Completed on submission to Grants.gov		
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)



## **LOCAL AGENCY PROGRAM/FEDERAL-AID CERTIFICATION**

The Bidder hereby declares that the undersigned is the person or persons responsible within the firm for the final decision as to the price(s) and amount of this bid and the Bidder further declares that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause, or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any other firm or person to submit a complementary bid.
5. The Bidder has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised, or paid cash or anything of value to any other Bidder or person, whether in connection with this or any other project, in consideration for an agreement or promise by any other firm or person to refrain from bidding or to submit a complementary bid on this project.
6. The Bidder has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any other firm or person, and has not been promised or paid cash or anything of value by any other firm or person, whether in connection with this or any other project, in consideration for the firm's submitting a complementary bid, or agreeing to do so, on this project.
7. The Bidder has made a diligent inquiry of all members, officers, employees, and agents of the Bidder with responsibilities relating to the preparation, approval or submission of the firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the Bidder has fully informed the Local Agency in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.
9. The Bidder certifies that, except as noted below, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:
  - a. is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.11 O(a), by any federal department or agency;
  - b. has 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;
  - c. is 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 9(b) of this certification; and
  - d. has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.
10. The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, 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 Local Agency.

11. The firm certifies that the bidder is not a nonresident alien, or a foreign corporation/entity formed under the laws of a country other than the United States.
12. The Bidder certifies that no Federally 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 any officer or employee of any Federal agency, a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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

Where the Bidder is unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (12), the Bidder has provided an explanation by attached separate sheet.

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

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

# STATE OF FLORIDA

## OFFICE OF THE GOVERNOR EXECUTIVE ORDER NUMBER 11-02 (Verification of Employment Status)

WHEREAS, Federal law requires employers to employ only individuals eligible to work in the United States; and

WHEREAS, the U.S. Department of Homeland and Security's E-Verify system allows employers to quickly verify employee eligibility in an efficient and cost-effective manner;

NOW, THEREFORE, I, RICK SCOTT, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution, and all other applicable laws, do hereby promulgate the following Executive Order, to take immediate effect:

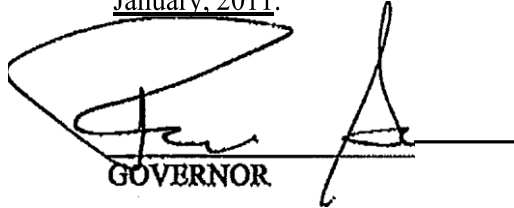
**Section 1.** I hereby direct all agencies under the direction of the Governor to verify the employment eligibility of all current and prospective agency employees through the U.S. Department of Homeland Security's B Verify system.

**Section 2.** I hereby direct all agencies under the direction of the Governor to include, as a condition of all state contracts, an express requirement that contractors utilize the U.S. Department of Homeland Security's B-Verify system to verify the employment eligibility of: (a) all persons employed during the contract term by the contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the contractor to perform work pursuant to the contract with the state agency.

**Section 3.** Agencies not under the direction of the Governor are encouraged to verify the employment eligibility of their current and prospective employees utilizing the E-Verify system, and to require contractors to utilize the E-Verify system *to* verify the employment eligibility of their employees and subcontractors.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, the Capitol, this 4th day of January, 2011.

  
GOVERNOR

ATTEST:

  
SECRETARY OF STATE