

JACKSON COUNTY, FLORIDA

REQUEST FOR PROPOSALS

PROFESSIONAL GRANT ADMINISTRATION SERVICES

COMMUNITY DEVELOPMENT BLOCK GRANT

FISCAL YEAR 2017

DATE

October 28, 2019

REQUEST FOR PROFESSIONAL GRANT ADMINISTRATION SERVICES

I. PURPOSE:

A. Jackson County Board of County Commissioners, Florida, hereby requests proposals from qualified individuals or firms to provide Administration Services for a State of Florida 2017 Small Cities Community Development Block Grant (CDBG) -Economic Development Project.

B. Jackson County intends to construct a 50,000 sf manufacturing building for lease to the participating party company using a combination of CDBG, EDA and other funds. Other Non-CDBG funded related activities to be constructed as part of the project include water, sewer, natural gas, stormwater, and roadway improvements. Non-CDBG funded activities may be considered federalize and subject to CDBG requirements including the City of Marianna's associated Rural Infrastructure Grant. The Grant Administration and project implementation must fully adhere to all current state and federal requirements including HUD-CDBG, EDA and State Rural Infrastructure Grant.

C. SCOPE OF SERVICES:

The individual or firm selected shall be required to provide professional administrative and management services whose level and scope will be determined by Jackson County. Specific administrative services required shall include, but not be limited to:

1. Conducting Davis-Bacon Wage Scale reviews and Labor Standards monitoring, Completing CDBG Environmental Review and Clearances,
2. Assisting the County with requests for funds from the state, and with CDBG required reporting,
3. Assisting the County in financial oversight of the project,
4. Assisting the County and the job creator with documenting job creation and job creation for low to moderate income persons, and
5. Assisting the County during site visits, monitoring visits and completing closeout documents for the project.
6. All Administration requirements must meet current CDBG requirements.
8. Assist the County in meeting financial, administrative, and bookkeeping requirements of the program, including preparation of drawdown requests.
9. Assist the County in meeting the record keeping requirements of the program, including the establishment and maintenance of an acceptable filing system.
10. Assist the County in contract administration and monitoring requirements of the program, including enforcement of compliance requirements.
11. Furnish the County with forms necessary for the implementation of project activities included in the approved application.
12. Prepare any program amendments as necessary during the duration of the project.

II. SCHEDULE OF WORK PERFORMANCE:

1. Proposers are advised that the ability to initiate and coordinate all administrative services in a timely and efficient manner is a significant factor. The offerer chosen must be prepared to commence the administration and coordination of project activities immediately upon the execution of a contractual agreement between the County and the firm (individual) selected.
2. Proposers who cannot meet this project schedule will be automatically eliminated from further consideration.

III. TYPE OF CONTRACT:

- A. The County intends to negotiate a firm fixed fee contract or "cost not to exceed" type contract for all services herein requested.
- B. All proposers' qualifications will be evaluated and the most qualified administrative proposer selected, subject to the negotiation of fair and reasonable compensation for the provision of said services. Evaluation factors to be considered and their importance is included in the Request for Proposals Public Notice which is attached and made a part of this Request for Proposals. The County reserves the right to request all firms/individuals responding to this request to appear before the County Commission.

IV. SUBMITTAL INSTRUCTIONS:

- A. "Proposals for Grant Administration Services for a 2017 CDBG Grant" **must be received by Thursday, November 14, 2019** at the Jackson County Administration Purchasing Office, Attn: Judy Austin, Purchasing Agent, at 2864 Madison Street, Marianna, Florida 32448. The owner reserves the right to waive any informalities or to reject any or all bids.
- B. All proposals must be sealed and clearly marked on the outside "Proposals for Grant Administration Services for a 2017 CDBG Grant" with the proposer's name and address. Proposals should be submitted in an original and six copies.
- C. Questions concerning the "RFP" should be directed to Judy Austin at (850) 482-9633. Proposers not selected will be promptly notified.

V. PROPOSAL CONTENT AND FORMAT

- A. All proposals must be submitted in accordance with the instructions outlined herein to receive consideration. Any proposer submitting inadequate, incorrect, or incomplete information may not receive consideration. Proposals should be brief and to the point. The County reserves the right to reject any and all proposals, waive irregularities in the proposal and the negotiations and to request additional information from proposers if deemed necessary.
- B. **Letter of Transmittal:** The proposer shall submit a "Letter of Transmittal" which shall as a minimum contain the following:
 1. State the location of the office from which the work is to be accomplished.

2. Describe the firm's general qualifications and the range of activities performed by the firm.
3. Briefly state the proposer's familiarity with the needs and conditions existing in the County that are relevant to the proposed project.
4. Indicate if personnel of the proposer have previously developed and/or administered any CDBG or similar grant projects for the County and/or for other jurisdictions.
5. Certify that the proposer will provide professional guidance to the County relative to compliance with applicable federal, state, and local laws and regulations.
6. Indicate if your firm is a Certified Minority Business Enterprise.
7. Provide any additional information that the proposer feels is essential to their proposal.
8. State that the person signing the "letter of transmittal" is authorized to bind the proposer.

C. All proposals shall include each of the following information:

1. Indicate why the proposer feels uniquely qualified to undertake the required program administration and management services.
2. Describe the technical approach to be taken in addressing the scope of work, including a delineation of specific tasks to be undertaken.
3. Describe the work management plan to be utilized by the proposer. The description should include a project schedule showing estimated start and completion dates of all major tasks and individuals responsible for implementation and completion of said tasks. Identify all persons to be assigned to this project and outline the nature of their responsibilities. Include a description of relevant work experience for each person assigned to this project.
4. Describe experience with administering non-CDBG grants for Florida Small Cities and Counties and other Governmental Agencies. (provide reference letters)
5. Identify Economic Development projects under the Florida Small Cities Community Development Block Grant Program that were successfully completed. (provide reference letters)
6. It is the intent of the County to evaluate the qualifications of all proposers and select the offerer whose proposal is deemed most advantageous to the County. Under this attachment, the proposer shall indicate what their proposed fee would be for the services requested. They should also certify that if selected as the most qualified offerer, the firm will negotiate a fair and reasonable price not to exceed the DEO approved budget. The DEO approved budget and contracted administrative costs; by similar entities, for similar type projects shall serve as the parameter in the determination of what constitutes "fair and reasonable" compensation.
7. Furthermore, the proposer shall certify that to the best of their knowledge and belief all the information herein submitted for consideration and evaluation is true, correct, and accurate.

D. Evidence of registration and statement of professional liability insurance.

1. A Certificate of Insurability acceptable to the County shall accompany each proposal or alternate proposal in the amounts as prescribed by State and County.
2. Professional Liability Insurance: The Vendor shall purchase and maintain such insurance as will protect him from claims which may arise out of or result from the Vendor's operations under the terms and conditions of the RFQ. Liability insurance

shall be obtained at the Vendors expense and in his name as the insured, which Certificate shall show Jackson County as an additional named insured. Liability insurance on a form approved by the County (M&D, CGL, etc.) and including endorsements for contractual liability and such other endorsements appropriate for the Work required by this Bid as may be required by the County. The limit of liability for this coverage shall not be less than \$250,000.00 CSL per occurrence.

3. General Liability, with combined single limits of not less than \$1,000,000 per occurrence. The only aggregate limit acceptable is a "project aggregate" and the Certificate must show an appropriate endorsement (ISO CG2501) or equal.
4. Business Auto Liability Insurance, with combined single limits of not less than \$200,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance or use of any auto, including owned, not-owned and hired automobiles and employee non-ownership use.
5. Workers' Compensation Insurance, as required by the State of Florida. 100,000 each accident and \$100,000 each employee \$500,000 policy limit for disease

Note: Insurance requirements will change from time to time. Amounts of insurance will meet the minimum amounts and limits required by the State of Florida and Jackson County.

D. Affidavits and Acknowledgements (attached)

1. Public Entity Crime Statement (page 6&7)
2. Drug-free Workplace Certificate (page 8)
3. Anti-Kickback Affidavit (page 9)

VI. QUALIFICATIONS AND RANKING CRITERIA (refer to page 10)

The qualifications for professional Services will be evaluated using the following criteria:

- 1) 20 points – Experience with Florida Small Cities Community Development Block Grant Program
- 2) 10 points – Management and Staffing of Primary Staff Working on CDBG Project
- 3) 10 points – Experience with administering non-CDBG grants for Florida Small Cities and Counties and other Governmental Agencies
- 4) 20 points – Number (only one reference per local government or client) of positive letters of references from the firm's local government client references provided
- 5) 20 points – Successful completion of Economic Development projects under the Florida Small Cities Community Development Block Grant Program
- 6) 20 points – (Fee) This is not a request for bids, but price will be considered to meet CDBG requirements. The detail and level of services breakdown for the proposed fee will be as important as price.

In case of a tie, MBE/WBE Status will be given priority

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

.....
This SWORN statement is submitted with bid number:

1.

By: _____
(PRINT INDIVIDUALS NAME AND TITLE)

For: _____
(PRINT NAME OF ENTITY SUBMITTING SWORN STATEMENT)

whose business address
is _____

CITY STATE ZIP VOICE PHONE

and (if applicable) its Federal Employee Identification Number (FEIN) is: _____

2. I understand that a “public entity crime” as defined in Paragraph 287.133 (1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency of political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand “convicted” or “conviction” as defined in Paragraph 287.133 (a)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
 - A. A predecessor or a successor of a person convicted of a public entity crime; or
 - B. An entity under the control of any natural person who is active in the management of the entity and who had been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facia case that no one person controls another person. A person who knowingly enters a joint venture with a person who has been convicted of a public entity crime in Florida during the proceeding 36 months shall be considered an affiliate.

I UNDERSTAND THAT A “PERSON” AS DEFINED IN Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

1. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this SWORN statement.

**SWORN STATEMENT UNDER SECTION 287.133 (3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES - CONTINUED**

[INDICATE WHICH STATEMENT APPLIES]

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

_____ The entity submitting this SWORN statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity **HAS BEEN CHARGED WITH AND CONVICTED OF A PUBLIC ENTITY CRIME** subsequent to July 1, 1989.

_____ The entity submitting this SWORN statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or as a affiliate of the entity **HAS BEEN CHARGED WITH AND CONVICTED OF A PUBLIC ENTITY CRIME** subsequent to July 1, 1989. **HOWEVER**, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this SWORN statement on the convicted vendor list (**ATTACH A COPY OF THE FINAL ORDER**).

STATEMENT OF UNDERSTANDING

I understand that the submission of this form to the contracting officer for the Public Entity Identification in Paragraph one (1) above is for that Public Entity Only and, that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the Public Entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two (2) of any change in the information contained in this form.

AUTHORIZED SIGNATURE

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

Personally known _____ OR Produced identification _____
SHOW TYPE OF IDENTIFICATION PROVIDED

Notary Public-State of _____ My commission expires _____

(PRINTED / TYPED/ OR STAMPED COMMISSIONED NAME OF NOTARY PUBLIC)

DRUG FREE WORK PLACE CERTIFICATE

"I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that

_____:

NAME OF FIRM

- Publishes a written statement notifying that the unlawful manufacturer, distribution, dispensing possession, or use of a controlled substance is prohibited in the workplace given above, and specifying actions that will be taken against violations of such prohibition;
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- Gives each employee, engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written [*] statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein."

Authorized Signature

Date Signed

Sworn to and subscribed before me this _____ day of _____, 20____

Personally known _____ or produced Identification: _____
[Type of Identification]

Signature of Notary Public _____

State of _____

My Commission Expires _____

ANTI-KICKBACK AFFIDAVIT

STATE OF _____}

COUNTY OF _____}

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum negotiated will be paid to any employees of Jackson County, its elected officials and _____ leave blank per the Purchasing Agent ___ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20_____

Notary Public, State of Florida

(Printed Name)

My commission expires: _____

CERTIFICATIONS AND REPRESENTATIONS
(CONTRACT FUNDS)

1. BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION

For all orders above the limit prescribed in FAR Section 52.203-12(g), or its successor regulation (currently \$150,000), the Offeror must complete and sign the following:

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in FAR 52.203-11 and 52.203-12 and 31 U.S.C. 1352, the "Byrd Anti-Lobbying Amendment."

(a) FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

(1) No 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 on his or her behalf 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 (including profit or fee received under a covered Federal transaction) 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 on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(c) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FIRST TIER SUBCONTRACTOR)

For all orders above the limit specified in FAR Section 52.209-6(e) (currently \$30,000) and in accordance with the requirements of FAR 52.209-6, the Offeror must complete and sign the following:

The Offeror certifies, to the best of its knowledge and belief, that--The Offeror and/or any of its Principals--Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

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

Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

"Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

The Offeror shall provide immediate written notice to the University if, at any time prior to subcontract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the University may render the Offeror nonresponsible.

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

The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the University, the University may terminate the contract resulting from this solicitation for default.

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

Exhibit A – Federal Contract Clauses

1.1 Clean Air Act

(1) CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) CONTRACTOR agrees to report each violation to the Jackson County Board of County Commissioners and understands and agrees that the Jackson County Board of County Commissioners will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) 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) 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) CONTRACTOR agrees to report each violation to the Jackson County Board of County Commissioners and understands and agrees that the Jackson County Board of County Commissioners will, in turn, report each violation as required to assure notification to the (name of recipient), 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.”

1.2 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 (insert name of subrecipient). 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 (name of state agency serving as recipient and name of subrecipient), 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.

1.3 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 to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each 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.

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

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

1.5 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-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

1.6 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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.
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- c) 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.
- d) 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.

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

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

1.8 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.

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

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

1.11 Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide MUNICIPALITY, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Jackson County – 2017 CDBG GRANT ADMINISTRATION

Ranking Criteria	Scoring	Firm #1	Firm #2	Firm #3	Firm #4	
1) Experience with Florida Small Cities Community Development Block Grant Program Maximum of 20 Points	20+ Years - 20 Pts 15 Years – 15 Pts 10 Years – 10 Pts 0-9 Years – 5 Pts					
2) Management & Staffing Years of Service of Primary Staff Working on CDBG Project Maximum of 20 Points	30 + Years – 10Pts 20 Years – 7 Pts 10 Years – 5 Pts 0-9 Years – 3 Pts					
3) Experience with administering non-CDBG grants for Florida Small Cities and Counties and other Governmental Agencies Maximum of 10 Points	20 + Years – 10 Pts 15 Years – 7 Pts 10 Years – 5 Pts 0-9 Years – 3 Pts					
4) Number (only one per client) of positive letters of reference from the firm’s local government client references provided Maximum of 20 Points	20+ Ref - 20 Pts 15 Ref – 15 Pts 10 Ref – 10 Pts 0-9 Ref – 5 Pts					
5) Successful completion of Economic Development projects under the Florida Small Cities Community Development Block Grant Program Maximum of 20 Points	10+ Projects –20 Pts 5-9 Projects - 10 Pts 0-4 Projects – 5 Pts					
6) (Fee) Maximum of 10 Points						

Reviewed By: _____ Date: _____