

JACKSON COUNTY, FLORIDA

REQUEST FOR QUALIFICATIONS

For

Endeavor Autism Transition Program

Educational Curriculum, Consulting and Support Services

RFQ# 1920-24

June 2020

Jackson County Board of County Commissioners

REQUEST FOR QUALIFICATIONS

for

Endeavor Autism Transition Academy Educational Curriculum, Consulting and Support Services

Jackson County Board of County Commissioners, Florida hereby requests proposals from qualified individuals or firms to provide Educational Services in the areas of Consulting, Curriculum, and Training for staff working with persons with autism and other neurodiversities (ASD).

Jackson County intends to establish a training facility for persons with ASD to provide job training and transitional skills, including but not limited to, Daily Living, Personal Life, Community Life, Vocational Training and Employment Readiness, Job Exploration, Vocational Training, Job Placement, and access to Secondary and Post-Secondary Education.

The selected firm shall serve as a consultant for a Transition Program under the leadership and direction of the County Administrator and the Jackson County Board of County Commissioners. Proposals may be submitted as follows:

Submission Deadline: 5:00pmCT, Monday, July 7, 2020

**Submit to: ATTN: Traci Taylor, Purchasing Agent
 “Sealed Proposal for Endeavor Autism Transition Academy
 Education Support Services”
 Jackson County Board of County Commissioners
 2864 Madison Street
 Marianna, FL 32448**

Please direct any questions regarding these documents to Jackson County, Attention: Traci Taylor at 2864 Madison Street, Marianna, Florida 32448. Phone: 850-482-9633, ext. 224, Email: ttaylor@jacksoncountyfl.com

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SPECIAL TERMS AND CONDITIONS
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I. PURPOSE:

A. Jackson County Board of County Commissioners, Florida is soliciting statements of qualifications from capable individuals or firms to provide **Educational Services in the areas of Consulting, Curriculum, and Training for persons with ASD.**

B. Jackson County intends to establish a training facility for persons with ASD to educate and train them to function more independently. Funding is being provide through Florida Job Growth Grant #G0054 from the Florida Department of Economic Opportunity (DEO).

C. SCOPE OF SERVICES:

The individual or firm selected shall be required to provide consulting services for the pre-planning, start-up and operation of the ASD transition program. Specific educational professional services required shall include, but not limited to:

1. Providing educational training curriculum for individualized studies,
2. Providing skill assessment resources,
3. Assisting the County with hiring qualified individuals to provide training support for Job Exploration/Employability, Job Placement, and/or assistance with vocational training or pursuit of secondary education
4. Assisting the County with hiring qualified individuals to perform educational professional services at the Program
5. Developing forms necessary for implementation of student admission
6. Assisting the County in financial oversight of the program

II. SCHEDULE OF WORK PERFORMANCE:

Proposer are advised that the ability to initiate and coordinate all administrative services in a timely and efficient manner is a significant factor. The selected proposer must be prepared to commence the administration and oversight of the project activities including assisting with the recruitment and assessment of local leadership, immediately upon execution of the contractual agreement. Proposers who cannot meet this project schedule will be automatically eliminated from further consideration.

III. TYPE OF CONTRACT:

The County intends to negotiate a continuing contract with fixed fee or hourly task orders for all services herein requested. All proposers' qualifications will be evaluated, and the most qualified 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 this Request for Qualification package.

IV. SUBMITTAL INSTRUCTIONS:

A. **Submission Requirements:** 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. Please submit **SEVEN copies** of the proposal.

- B. Letter of Transmittal:** The proposer shall submit a "Letter of Transmittal" which shall as a minimum include the following:
1. State the contact information and location of the individual or firm submitting the proposal
 2. Describe the general qualifications of the proposer
 3. Briefly state the proposer's familiarity and level of expertise with the Scope of Services outlined
- C. Proposal Content:** All proposals must include the following information.
1. Indicate the qualifications of the proposer in similar projects
 2. Describe the technical approach to be taken in addressing the scope of work
 3. Describe the work management plan to be utilized, including a schedule showing estimated start and completion dates of all major tasks and individuals responsible for implementation and completion. Include a description of relevant work experience and qualifications for each person assigned to this project.
 4. Describe the experience with providing educational services
 5. Provide letters of support/references
- D. Evidence of Registration and Statement of Professional Liability Insurance.** All proposals must include the following.
1. A Certificate of Insurability acceptable to the County
 2. 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.
 3. 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.
 4. 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.
- E. Affidavits and Acknowledgements:**
1. Public Entity Crime Statement
 2. Drug-free Workplace Certificate
 3. Anti-Kickback Affidavit

V. QUALIFICATIONS AND RANKING CRITERIA

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

1. 40 points – Experience managing educational and living facilities for persons with ASD
2. 30 points – Experience and quality of established curriculum
3. 15 points – Experience in assisting with job placement for persons with ASD
4. 15 points – Personal, corporate or governmental references.

In case of tie, MBE/WBE status will be given priority.

**SAMPLE SCORE SHEET – TO BE USED BY SELECTION COMMITTEE
RATING CRITERIA**

All proposals received in accordance with this Request for Proposals will be evaluated using the following worksheet.

Ranking Criteria	Maximum Points	Firm #1	Firm #2	Firm #3
1. Management Experience of Similar Programs	40			
2. Established Curriculum	30			
3. Job Placement Experience	15			
4. References	15			
TOTAL	100			

Reviewed by: _____
Signature

_____ Date: _____
Print Name/Title

**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 facie 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