



**City of Chipley**  
**Invitation to Bid - No. 2024-02**  
**Public Works Building – Solar Panel Project**

The City of Chipley (City) invites qualified contractors (Contractor) to submit bids for a turn-key photovoltaics (PV) solar panel project. This project involves the installation of a 40-kW solar panel system at the public works building located at 671 Rustin Drive, Chipley, FL. The selected contractor will be responsible for developing detailed designs and engineering plans, specifying solar panels, inverters, mounting structures, and necessary electrical components, adhering to local building codes and regulations.

Bids for these services will be received until **2:00 PM CST, Wednesday, January 31, 2024**, at the City of Chipley City Hall located at 1442 Jackson Avenue, Chipley, FL 32428. At that time, or shortly thereafter the bids received will be opened and read publicly at the City of Chipley Council Meeting Room located within the City Hall.

For additional information and to obtain the project BID documents contact Patrice A. Tanner, City of Chipley, City Administrator, by phone at (850) 638-6350 or Email [ptanner@cityofchipley.com](mailto:ptanner@cityofchipley.com).

LATE SUBMITTALS RECEIVED AFTER THE FOREMENTIONED DEADLINE DATE, EITHER BY MAIL, OR OTHERWISE, WILL NOT BE CONSIDERED AND RETURNED UNOPENED. THE TIME OF RECEIPT WILL BE DETERMINED BY THE TIME RECEIVED IN THE CITY CLERK'S OFFICE. IT IS THE SOLE RESPONSIBILITY OF THE FIRM FOR ASSURING THAT THE SUBMITTAL IS RECEIVED IN THE CITY CLERK'S OFFICE BY THE DESIGNATED DATE AND TIME. NO FAXED, ELECTRONIC, OR ORAL SUBMITTAL WILL BE ACCEPTED. FIRM/INDIVIDUALS ARE RESPONSIBLE FOR THE DELIVERY OF ITS SUBMITTAL. SUBMITTALS RECEIVED AFTER THE SPECIFIED DAY AND TIME WILL NOT BE OPENED.

To be considered, the bidder must submit one (1) manually signed original and one (1) hard copy of the SUBMITTAL in a sealed envelope or package, clearly marked with the respondent's name and address, and the words **"Invitation to Bid – No. 2024-02 – Solar Panel Project"**.

"Request for Bids: Public Works Building – Solar Panel Project" addressed to:

Patrice A. Tanner  
1442 W Jackson Ave  
Chipley, FL 32428

Small business and minority businesses, women's business enterprises, and labor surplus area firms are encouraged to submit proposals, and firms using such subcontractors are strongly encouraged to solicit such firms in the subcontracting process. Any Contracts/subcontracts issued under this procurement

must comply with the necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2 CFR § 200.321.

**SPECIAL NOTE:**

The City requires a business license tax be paid for the privilege of engaging in any business within the city limits. Please contact the City Clerk's Office for a fee schedule.

**EQUAL OPPORTUNITY EMPLOYER  
HANDICAP ACCESSIBLE/FAIR HOUSING JURISDICTION**

## **Project Bid Contract and Bid Documents**

### **Public Works Building – Solar Panel Project**

Note: The use of a Contractor or Sub-Contractor that has been declared debarred by the Office of Federal Contract Compliance Programs (OFCCP) is prohibited. A complete list of federally disbarred contractors can be found at [www.sam.gov](http://www.sam.gov). It is the sole responsibility of the CONTRACTOR to ensure that any subcontractor(s) or sub-consultant(s) are in good standing with the OFCCP and not on the debarment list.

#### **Solicitation Documents**

The complete BID information package can be obtained from Patrice A. Tanner, City of Chipley, by email at [ptanner@cityofchipley.com](mailto:ptanner@cityofchipley.com). The following table outlines the specifics for this BID, and all Exhibits are incorporated in this BID, and will be incorporated into any agreement that may arise from this REQUEST:

Section 1	Introduction
Section 2	Scope of Work/Services
Section 3	Procurement Rules and Information
Section 4	Evaluations
Section 5	Contract Terms
Exhibit A	Information (Cover) Sheet
Exhibit B	Contact for Contract Administration
Exhibit C	Sworn Statement on Public Entity Crimes
Exhibit D	Drug Free Workplace Certification
Exhibit E	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Exhibit F	BID Sheet & Addendum Acknowledgement
Exhibit G	44 CFR, Appendix A, Part 18
Exhibit H	Byrd Anti-Lobbying Certification
Exhibit I	Qualifications Statement
Exhibit J	Sample Contract
Exhibit K	2 CFR 200 and Special Conditions
Exhibit L	Subcontracting
Exhibit M	Project Map

## SECTION 1 – INTRODUCTION

### 1.1 **Overview:**

Contractors are required to comply with all provisions of Federal, State, and County laws and Ordinances, rules and regulations, which are applicable to the project. Lack of knowledge by the Contractor shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof. For Federal projects, the City shall follow 2 CFR 200.319-320.

The Contractor shall also hold a current license to conduct work in the State of Florida. They shall also maintain "In Effect" any and all licenses required to successfully accomplish the task required in the Request for Bids. It is the Contractors responsibility to ascertain what licenses are required, and to ensure that they in fact currently have or obtain, before start of work, the proper licensure for the job.

The Contractor shall adhere to all applicable health and safety laws and regulations including, but not limited to, those promulgated by the state and federal government.

When applicable, the City intends to seek reimbursement from the Florida Department of Agriculture and Consumer Sciences (FDACS) for any contract resulting from this BID. This solicitation is either partially or fully federally grant funded. Respondents shall comply with the clauses set forth in Exhibit K.

All work must be completed and accepted by August 31, 2024, in order to meet the grant deadline.

### 1.2 **Project Background:**

The project proposes the installation of solar panels at the City of Chipley Public Works Facility located at 671 Rustin Drive to offset increasing energy costs, improve energy resilience, and reduce the city's environmental footprint. By harnessing renewable energy, this project will lower operational expenses and align with Chipley's sustainability goals, contributing to a more environmentally friendly community. The City is a small rural community and part of Washington County, which is a fiscally constrained County as defined by Florida Statutes. The City is also part of the State Rural Area of Opportunity (RAO). It is imperative to operate the facility as economically as possible, in order to continue to provide services, the City needs to implement practices and features that reduce costs of operation. This project is a solar panel project which will reduce reliance on fossil fuel and reduce the City's carbon footprint. These reductions will offset negative impacts on the public. Further it is estimated to create a reduction in energy and maintenance costs by 50 to 65%, over the traditional power consumption. All work must be completed and accepted by August 31, 2024.

### 1.3 **Project Objectives:**

- Objective 1: Reduce energy costs to the City of Chipley at the Public Works Facility.
- Objective 2: Reduce the City of Chipley's carbon footprint by utilizing alternative energy.

- Objective 3: Improve the City of Chipley’s sustainability and resiliency.

## SECTION 2 – SCOPE OF WORK/SERVICES

### 2.1 Description of Work/Services:

This is a turn-key PV Solar Panel project. The Contractor shall conduct a detailed site assessment to determine the optimal location for the 40-kW solar panel system. In addition, the Contractor shall develop design plans and obtain all required permits.

The Contractor shall install the solar panel system per the approved design plans, which involves mounting solar panels, connecting electrical wiring, and integrating the system into the existing infrastructure.

The Contractor shall acquire the components listed below from reputable suppliers and submit warranties from manufacturers, meeting or exceeding the minimum requirements specified in the following table:

Component	Warranty Period (Years)	Requirements
Photovoltaic Solar Panels	Minimum 25 years	<ul style="list-style-type: none"> <li>• Tier 1 modules only</li> <li>• Full replacement in case of malfunction due to material or workmanship defects.</li> <li>• Power warranty that meets the following requirements: <ul style="list-style-type: none"> <li>○ No more than 2% degradation during the first year</li> <li>○ No more than 0.50% degradation during the following years</li> </ul> </li> </ul>
Microinverters	Minimum 25 years	Full replacement in case of malfunction due to material or workmanship defects.
Racking	Minimum 20 years	Structural integrity guarantee against defects or failure that may compromise the stability of the solar panel system.
Electrical Components	Minimum 10 years	Warranty covering defects in materials or workmanship, with replacement or repair as necessary.

### 2.2 Schedule of Services:

Contractor shall provide all personnel, services, plans, & documents necessary during the project and as required to bring the agreed upon project to a permitted status. The Contractor shall attend monthly pre-construction meetings with the City to inform the City of the project’s status. Upon the Contractor’s receipt of all permits, the contractor shall complete the Construction of the project. All work must be completed and accepted by August 31, 2024.

The Construction Phase shall be manned by a pre-selected team which prior to construction has attended some, if not all, of the later pre-construction meetings to familiarize themselves with not only the project but the owner's representatives they will be closely working with to bring the project to a successful conclusion.

The Construction Phase shall be properly manned to ensure that the schedule is maintained at all times and any potential delays shall be conveyed to the owner's representatives as soon as they are discovered.

During construction weekly (or as needed), on-site project meetings will be conducted by the Contractor. These meetings shall have representatives from all entities involved in the Construction Phase and may include the owner's representatives, when required. The meetings shall be mandatory.

The Contractor shall at the end of the Construction Phase bring to the project all the required resources to quickly & efficiently complete all punch list items, provide to the owner instruction as required for all supplied equipment & devices & submit all typical close out documents &/or those the owner may request.

### **SECTION 3 – PROCUREMENT RULES AND INFORMATION**

#### **3.1 BID Point of Contact:**

The following person has been designated the Point of Contact for this BID:

City of Chipley  
Patrice A. Tanner  
1442 W Jackson Ave  
Chipley, FL 32428  
[ptanner@cityofchipley.com](mailto:ptanner@cityofchipley.com)

**All questions regarding this BID should be directed in writing via email to [ptanner@cityofchipley.com](mailto:ptanner@cityofchipley.com). Questions shall be submitted no later than 12:00 noon CST on January 23<sup>rd</sup>, 2024.** Any questions submitted after that date and time will not be answered. All questions submitted prior to that date and time will be reviewed and answered. If applicable, answers citing the question asked, but not identifying the questioner, will be distributed to all known prospective CONTRACTORS.

Failure to submit requests in writing by the specified time shall not be grounds for a protest. Note: Written requirements in the BID or its amendments are binding, but any oral communications are not.

#### **3.2 Pre-bid Meeting:**

There will be no pre-bid meeting for this project.

#### **3.3 Site Visit:**

Bidders are encouraged to visit the project site prior to submitting a bid. The project site is open for visitation weekdays at 692 Rustin Drive Chipley, FL. 32428.

**3.4 Bonds:**

A Bid Bond, in the amount of 5% of the proposed base bid contract amount, shall accompany each bid. The successful bidder's security will be retained until the contract has been signed and the bidder has furnished the required Public Construction Bond. The City reserves the right to retain the security of the next bidder until the selected bidder enters into contract or until 90 days after bid opening, whichever is shorter. All other bid security will be returned as soon as practicable.

Prior to signing the Contract, the selected Contractor will secure and post a Public Construction Bond pursuant to Section 255.05 of Florida Statutes. All such bonds shall be issued by a Surety acceptable to the City. The City will designate to whom subject bonds shall be posted. Failure or refusal to furnish adequate bonds in a satisfactory form shall subject the bidder to loss of time from the allowable construction period equal to the time of delay in furnishing the required bonds.

**3.5 Addenda:**

If any addenda are issued after the initial specifications are released, the City will post the addenda via email to registered plan holders of the bid documents.

It is the responsibility of the bidder prior to submission to ensure that they are a registered plan holder with the City of Chipley or contact the City of Chipley to verify any addenda issued. The receipt of all addenda must be acknowledged on the addenda response sheet in Exhibit F.

**3.6 Submission of Proposal:**

These documents constitute the complete set of specification requirements and proposal forms. The BID, including all proposal sheets and attachments, must be filled in, executed, and submitted in a sealed envelope bearing the BID name on the outside and mailed or presented to the City of Chipley on or before the specified time and date. The face envelope shall contain the return address, the date and time of BID opening, and the BID name and title.

**3.7 BID Opening:** Proposals must be received by **2:00 PM CST, January 31, 2024**, at 1442 W Jackson Ave, Chipley, FL 32428 and will be opened thereafter at the time and location indicated on the advertisement. **Proposals received after the deadline will be rejected and returned unopened.**

**3.8 Cost of Preparing Submittal:**

The City of Chipley is not liable for any costs incurred by a CONTRACTOR in responding to this BID.

**3.9 Disposal of Proposals:**

All Proposals shall be subject to retention and disclosure in accordance with law.

**3.10 Discretion of City of Chipley:**

The City reserves the right to accept or reject any and all bids as may be deemed necessary by the City to be in its best interest. The City further reserves the right to waive any and all formalities, and reserves the right to reject all nonconforming, unresponsive,

or conditional bids. The City reserves the right to reject any bid if the City believes that it would not be in the best interest of the City to select the CONTRACTOR because the BID is not responsive or the CONTRACTOR is not responsible, or the CONTRACTOR is unqualified or lacks financial ability or fails to meet any other pertinent standard or criteria established by the City. The City also reserves the right to enter into contract negotiations with a qualified, responsible, and responsive CONTRACTOR who submits the lowest price. If the City and the lowest CONTRACTOR cannot negotiate a contract, the City may, in its sole discretion, terminate such negotiations and begin negotiations with the qualified, responsible, and responsive CONTRACTOR who submits the next lowest price. The City may, in its sole discretion, elect to continue the process for negotiating with each next lowest CONTRACTOR until a contract is successfully negotiated. No firm shall have any rights against the City arising from this REQUEST or such negotiations.

**3.11 Questions on BID:**

All questions regarding this BID shall be submitted by **12:00 noon CST on January 23rd, 2024**, in writing via email addressed to [ptanner@cityofchibley.com](mailto:ptanner@cityofchibley.com).

**3.12 Verbal Communications:**

No negotiations, decisions, or actions shall be initiated or executed by a CONTRACTOR as a result of any discussions with any City employee. This BID and any addenda thereto shall comprise the entire solicitation and CONTRACTORS may not rely on any other communications related to this solicitation in the submission of proposals. Only those communications from CONTRACTORS which are signed, and in writing, will be recognized by the City as duly, authorized expressions on behalf of the CONTRACTOR.

**3.13 Insurance Requirements:**

As applicable, the awarded CONTRACTOR(s) shall maintain insurance coverage reflecting at least the minimum amounts and conditions specified herein. In the event the CONTRACTOR is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the CONTRACTOR's insurance coverage, policies or capabilities may be grounds for rejection of the BID proposal and rescission of any ensuing agreement.

The CONTRACTOR shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Workers' Compensation Insurance, Comprehensive General Liability Insurance, and Business Automobile Liability Insurance with minimum coverage amounts acceptable to the City. All policies shall be issued by the United States Treasury approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. CONTRACTOR shall specifically protect the City by naming the City as an additional insured under the policy or certificate.

**3.14 Public Entity Crimes Statement:**

CONTRACTORS must sign & complete the Public Entity Crime Sworn Statement attached to and made a part of the BID. In accordance with Section 287.133, F.S., a



person or affiliate who has been placed on the convicted list following a conviction of a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, consultant, supplier, or subcontractor, 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, F.S., for Category 2 for a period of 36 months from the date of being placed on the convicted list.

**3.15     Liability/Indemnity/Hold Harmless Agreement:**

The selected CONTRACTOR shall be liable for and by written agreement agrees to protect, defend, indemnify, and hold harmless City, the State of Florida, and the United States Government, and its officers, employees and agents, from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind, including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by the selected CONTRACTOR, under the REQUEST or the terms of any agreement that may arise from the REQUEST. Without limiting, the foregoing, any and all such claims, suits or other actions relating to personal injury, death, damage to property defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

**3.16     Drug Free Workplace:**

The CONTRACTOR must complete the City's Drug Free Workplace Certification form, attached to and made part of the BID. According to Section 287.087, F.S., whenever two or more proposals, which are equal with respect to price, quality, and service, are received by the state or by a political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied CONTRACTORS have a drug-free workplace program.

**3.17     Termination for Cause:**

If through any cause the selected CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under any agreement that may arise from this BID, or if the selected CONTRACTOR shall violate any of the provisions of any agreement that may arise from this BID, City may upon written notice to the selected CONTRACTOR terminate the right of the selected CONTRACTOR to proceed under any agreement that may arise from this BID, or with such part or parts of any agreement that may arise from this BID as to which there has been default, and may hold the selected CONTRACTOR liable for any damages caused by reason of such default and termination. In the event of such termination, any completed services shall, at the option of the City, become the property of City and the selected CONTRACTOR shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The selected CONTRACTOR, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach, and the City may withhold any payments

for the purpose of setoff until such time as the amount of damages due to the City from the selected CONTRACTOR can be determined.

**3.18 Termination for Convenience:**

City reserves the right, in its best interest as determined by the City, to cancel any contract by giving written notice to the selected CONTRACTOR thirty (30) days prior to the effective date of such cancellation.

**3.19 Subject to Authorization and Funding:**

The selected CONTRACTOR shall not perform any services without the express prior written approval of the City, which approval shall be in the form of a written task order. Fees and costs associated with any services which were not expressly authorized by the City in a written task order shall not be paid by the City.

The City's performance and obligation to pay for any services performed under this BID or the terms of any agreement that may arise from this BID is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds. Payments funded with State or Federal Funds must be appropriated and available, and the selected CONTRACTOR must comply with and satisfy all State and Federal laws, rules, regulations, and requirements in order to be entitled to such payments.

**3.20 Records/Audit:**

The CONTRACTOR acknowledges and agrees that the records related to any services performed under this BID will be public records subject to retention and disclosure in accordance with Florida law.

**3.21 Eligibility:**

If applicable, the CONTRACTOR must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering a contract with the City.

**3.22 Contract:**

The selected CONTRACTOR shall enter into an agreement with the City, which shall include all of the terms of this BID, including Exhibits, and all other terms required by the County, State, and Federal government.

## **SECTION 4 – EVALUATIONS**

**4.1 Basis of Bid**

Bids will be considered only from firms engaged in providing the equipment and services specified herein. CONTRACTOR must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient delivery of the items, or they must be able to show that they have the ways and means to fulfill the obligations of service or other services related to the product/service.

AWARD OF BID: The City reserves the right to award any and all bids to the "Lowest Responsible and Responsive CONTRACTOR." The term Lowest Responsible and Responsive CONTRACTOR is defined below. The City also reserves the right to award the contract to more than one CONTRACTOR, on a split order or lump sum basis, as determined to be in the best interest of the City.

RESPONSIBLE CONTRACTOR: The word "responsible" generally includes attributes of trustworthiness; fitness and capacity of low CONTRACTOR to satisfactory perform the proposed work or supply the required materials.

RESPONSIVE CONTRACTOR: The word "responsive" is generally interpreted to mean the CONTRACTOR has met the minimum requirements and specifications of the BID solicitation.

BIDDING MATERIALS OR ITEMS: All materials and parts shall be BID F.O.B. destination defined in the Request for BID packet.

#### **4.2 Bid Checklist:**

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

- \_\_\_\_\_ Information (Cover) Sheet
- \_\_\_\_\_ Contact for Contract Administration
- \_\_\_\_\_ Sworn Statement on Public Entity Crimes
- \_\_\_\_\_ Drug Free Workplace Certification
- \_\_\_\_\_ Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exc.
- \_\_\_\_\_ BID Sheet & Addendum Acknowledgement
- \_\_\_\_\_ 44 CFR, Appendix A, Part 18
- \_\_\_\_\_ Byrd Anti-Lobbying Certification
- \_\_\_\_\_ Subcontracting Forms
- \_\_\_\_\_ Contractor License
- \_\_\_\_\_ Proof of Insurance
- \_\_\_\_\_ Qualifications Statement

## **SECTION 5 – CONTRACT TERMS**

### **5.1 Term of Contract:**

The terms of any agreement from this Invitation to BID will be for a period from the date of award until September 30, 2024, or until the contract terms have been fulfilled by the contractor, whichever is sooner. The City may, at its sole discretion, choose to extend the contract term.

**5.2 Non-Exclusive Contract / Additional Services:**

CONTRACTOR agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may at any time secure similar or identical Services at its sole option. The City may require additional items or services not specifically listed in the contract. The CONTRACTOR agrees to provide such items or services and provide the City prices on such additional items or services based upon a formula or method that is the same or similar to that used in establishing the prices of their proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other CONTRACTORS, or to cancel the contract upon giving the CONTRACTOR thirty (30) days' written notice.

**5.3 Warranty:**

All goods and services furnished by bidder, relating to and pursuant to this ITB, will be warranted to meet or exceed the specifications contained herein. In the event of breach, the bidder will take all necessary action, at bidder's expense, to correct such breach in the most expeditious manner possible.

The Contractor shall fully warrant all workmanship and material, in the performance of the obligations under this contract, for a period of one (1) year after completion of the work. The warranty period begins at the date of final payment for the project. The Contractor shall expeditiously repair and remedy any defects in the construction that are discovered within one (1) year, without cost or charge to the City. In the event the Contractor fails, within five days after notice, to begin correction of the defect, or fails within a reasonable time thereafter to complete the repair or remedy, the City may have the work done at the Contractor's expense or may proceed against the Contractor's performance or labor and material bond.

## Exhibit A – Information (Cover) Sheet

The following information will be provided to City for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state and/or federal government.

**Legal Name of Business:**

**Trade Name (DBA):**

**Former Names of Business (if any):**

**Federal Identification Number (EIN/SSN):**

**Organization Type:**

☐ Corporation ☐ Limited Liability Company ☐ Partnership  
☐ Sole Proprietorship ☐ Other: \_\_\_\_\_

**Type of Corporation:** ☐ "For Profit" or ☐ "Not for Profit"

**Corporate Address:**

Post Office Box: \_\_\_\_\_ City, State, Zip:

Street Address: \_\_\_\_\_ City, State, Zip:

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

**Is business registered in the State of Florida?** ☐ Yes or ☐ No

**If No, in which state is the business registered?** \_\_\_\_\_

**Authorized to transact business in the State of Florida?** ☐ Yes or ☐ No

**Is business in good standing:** ☐ Yes or ☐ No

**List of all material Officers, Directors, Members, and/or Managers:**

Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____

**Name and title of individual who will sign the instrument on behalf of the company:**

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

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Consultant shall submit a copy of the resolution together with the executed contract to the Office of Purchasing).

## Exhibit B

### CONTACT FOR CONTRACT ADMINISTRATION

Designate one person authorized to conduct contract administration.

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

## Exhibit C

### SWORN STATEMENT UNDER FLORIDA STATUTE SECTION 287.133 (3) (A) ON PUBLIC ENTITY CRIMES

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid, Proposal, or Contract for \_\_\_\_\_.
2. This sworn statement is submitted by (entity), \_\_\_\_\_,  
whose \_\_\_\_\_ business \_\_\_\_\_ address \_\_\_\_\_ is,  
\_\_\_\_\_, and (if applicable)  
Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (if the entity has  
no FEIN, include the Social Security Number of the individual signing this sworn statement).
3. My name is \_\_\_\_\_ and my relationship to the  
entity named above is \_\_\_\_\_ (title).
4. I understand that a "public entity crime" as defined in paragraph 287.133(1) (g) Florida Statute,  
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 with the United States including, but not limited to , any BID or contract for goods or services  
to be provided to any public entity or any agency or public subdivision of any other state or of the  
United States and involved antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or  
material misrepresentation.
5. I understand that "convicted" or "convicted" as defined in paragraph 287.133 (1) (b), Florida Statutes,  
means a finding of guilt or a conviction of a public entity crime with or without an adjudication of  
guilt, in any federal or state trial court of records relating to charges brought by indictment or  
information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty  
or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity  
and who has been convicted of a public entity crime. The term "affiliate" includes those officers,  
directors, executives, partners, shareholders, employees, members, and agents who are active  
in the management of an affiliate. The ownership by one of shares constituting a controlling  
income among persons when not for fair interest in another person, or a pooling of equipment or  
income among persons when not for fair market value under a length agreement, shall be a  
prima facie case that one person controls another person. A person who knowingly convicted  
of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. 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 the state or of the United States with the legal  
power to enter into a binding contract 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.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

- ☐ Neither the entity submitting this sworn statement, nor any officers, directors, executive, partners, shareholders, employees, member, or agents who are active in management of the entity, nor affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order)
- ☐ The person or affiliate was placed on the convicted CONTRACTOR list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted CONTRACTOR list. (Please attach a copy of the final order)
- ☐ The person or affiliate has not been placed on the convicted CONTRACTOR list. (Please describe any action taken by, or pending with, the department of General Services)

I understand that the submission of this form to the contracting officer for the Public Entity identified in paragraph 4 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 a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two of any change in the information contained in this form.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STATE OF FLORIDA  
COUNTY OF: \_\_\_\_\_

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this day of \_\_\_\_\_, 20\_, and is personally known to me, or has provided \_\_\_\_\_ as  
\_\_\_\_\_  
identification.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_



## Exhibit D

### **DRUG FREE WORKPLACE CERTIFICATION** **(This form must be completed and attached to proposal)**

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more bids which are equal with respect price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certified that it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tie responses will be followed in none of the tied providers has 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 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 work place, available drug counseling, rehabilitation providing 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 of contractual services that are under BID a copy of the statement specified in paragraph #1.
4. In the statement specified in paragraph #1, notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of or pleas of guilty or no contest to, and violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

---

**Company Name**

---

**Authorized Signature**

---

**Federal I.D. Number or  
SSN**

---

**Printed Name**

## Exhibit E

### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

#### Contractor Covered Transactions

- (1) The prospective contractor, \_\_\_\_\_, of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

#### Contractor

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

**Exhibit F**  
**BID SHEET & ADDENDUM ACKNOWLEDGEMENT**

**Public Works Building – Solar Panel Project**

**CONTRACTOR Instructions:** CONTRACTOR's total cost shall include the total cost to provide a turn-key project to the City that is inclusive of all labor, material, equipment and incidentals for the design and construction of the PV solar panel system needed to maximize onsite renewable energy generation at the Public Works Building.

**Note:** To ensure an item's acceptability, CONTRACTOR should submit information on the proposed item at least 10 days prior to the BID due date for review and approval by the City. Submit the request for approval to Patrice A. Tanner at [ptanner@cityofchibley.com](mailto:ptanner@cityofchibley.com).

BASE BID SUMMARY					
ITEM	DESCRIPTION	EST. QTY	UNIT PRICE	TOTAL COST	MINIMUM SPECIFICATIONS
1	Construct 40-kW Solar System, including installation of PV solar panels with microinverters, racking, electrical wiring, grounding; complete and operable	LS	LS		See Section 2.1 for specifications.
TOTAL BASE BID					

**Bid Notes:**

---

Total BID in Figures

---

Total BID in Words

## Public Works Building – Solar Panel Project

### Respectfully Submitted By:

Signature: \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

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

### ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO. \_\_\_\_\_

DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_

DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_

DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_

DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_

DATED \_\_\_\_\_

Name of Firm: \_\_\_\_\_

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

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

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

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

It is the responsibility of the firm to ensure that they have received addendums if issued.

Call (850) 638-6350 and ask for Patrice A. Tanner or email [ptanner@cityofchipleyley.com](mailto:ptanner@cityofchipleyley.com) prior to submitting your bid to ensure that you have received addendums.

## Exhibit G

### 44 C.F.R. APPENDIX A, 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 certifies, to the best of his or her knowledge, that:

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

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

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

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

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

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

## Exhibit H

### BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

The undersigned, \_\_\_\_\_ certifies, to the best of his or her knowledge, that:

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

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

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

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

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

---

Signature of Contractor's Authorized Official

## Exhibit I Qualifications Statement

**BID NAME:**      **Public Works Building – Solar Panel Project**

List at least three references for work of a similar nature performed within the last three years.

Description of work	Year of project	Dollar amount of project	Company name:
			Contact person:
			Phone number:

Description of work	Year of project	Dollar amount of project	Company name:
			Contact person:
			Phone number:

Description of work	Year of project	Dollar amount of project	Company name:
			Contact person:
			Phone number:

Description of work	Year of project	Dollar amount of project	Company name:
			Contact person:
			Phone number:

Description of work	Year of project	Dollar amount of project	Company name:
			Contact person:
			Phone number:

Description of work	Year of project	Dollar amount of project	Company name:
			Contact person:
			Phone number:



## Exhibit J Sample Contract

### City of Chipley Public Works Building – Solar Panel Project

This Contract, dated \_\_\_\_\_ is between the **City of Chipley**, located at 1442 W Jackson Ave, Chipley, FL 32428 ("City"), and Vendor Name, located at Vendor Address, City, State, Zip ("Contractor").

1. Scope of Work

Work shall be performed in accordance with Exhibit 2 Scope of Work.

The Contractor hereby agrees to provide the following services to the City according to the Invitation to the (ITB) said documents being incorporated into this agreement as if fully set out herein, and the Contractors response thereto, said documents being attached as Exhibit 3, to the extent they are not inconsistent with this Agreement.

The project may be reimbursed by grant funds from the the Federal Department of Agriculture and Consumer Sciences (FDACS). It is imperative that Respondents examine and become familiar with the requirements outlined Exhibit K - 2 CFR 200 and Special Conditions.

2. Term

This Contract shall commence upon the date of receipt of the "Notice to Proceed" and work shall be completed by September 30, 2024. Should the Contractor fail to complete the work by the specified date, the Owner shall deduct from the Contract Sum the amount of \$250.00 per calendar day as liquidated damages for every day subsequent to the specified date until the work is fully completed and receipted by the Engineer as being completed. For purposes of time calculation, day one of the project is the calendar day after the date of the Notice to Proceed.

3. Contract Price

The City shall pay the Contractor for services provided in accordance with the Florida Prompt Payment Act of the Florida Statutes, Chapter 218.70, upon receipt of the Contractor's pay application and written approval of same by the City's Designated Representative indicating that services have been rendered in conformity with this Agreement. The Contractor shall submit payment application to the Assistant City Administrator on a monthly basis for those specific services, as described in this Agreement, ITB, and the Contractor's proposal cost, that were satisfactorily completed during that invoicing period.

4. Payments

Notwithstanding anything to the contrary herein, the City shall pay the Contractor for services performed under this Contract in accordance with the Local Government Prompt Payment Act (F.S. §218.70, et seq.) Pay requests shall be sworn statements based upon the progress made and submitted to the City on a monthly basis. Payment by the City to the Contractor of the statement amount shall be made within twenty (20) days after submittal to the City. Five percent (5%) retainage shall be held at the discretion of the City.

Final Payment - Final payment constituting the unpaid balance of the cost of the Project and the Contractor's fee, shall be due and payable within 45 days after the Project is delivered to the City, finished and ready for beneficial occupancy, or when the City occupies the Project, whichever event first occurs provided that the Project be then substantially completed and this agreement substantially

performed. However, if there should remain work to be completed, the Contractor shall list those items prior to receiving final payment and the City may retain a sum equal to 150% of the estimated cost of completing any unfinished work and the applicable portion of the Contractor's retainage, provided that said unfinished items are listed separately and estimated cost of completing any unfinished items are likewise listed separately. Thereafter, City shall pay to Contractor, monthly, the amount retained from each incomplete item after each of said items is completed.

Payments to Subcontractors – In accordance with requirements of Davis-Bacon Act.

Delayed Payments by City - If the City shall fail to pay the Contractor within 20 days after the receipt of an approved payment request from the Contractor, then the Contractor may, upon fourteen (14) additional days advance written notice to the City stop the Project until payment of the amount owing has been received, provided that the payment request has been submitted in sufficient detail to comply with the guidelines of the Office of the Clerk. In the event that there is a dispute in the amount of the pay request, then only the disputed amount shall be held until resolved and the undisputed amount shall be paid within the time limits as stated within this paragraph. If undisputed amounts are timely paid, then the Contractor shall not stop the Project in any fashion and the progress of the project shall not be interrupted. Both parties agree that best efforts be made to resolve the disputed amount.

5. Independent Contractor

The Contractor shall at all times, relevant to this contract, be an independent contractor and in no event shall the Contractor, nor any employees or sub- contractors under it, be considered to be employees of the City.

6. Contractor's Personnel

Contractor has the exclusive right to hire and terminate its employees and may transfer or reassign any of its employees to other work of the Contractor. The direction of the work of Contractor's employees shall be under the exclusive control of Contractor. If the City objects to the presence or performance of any employee of Contractor, Contractor shall remove such employee from City premises.

7. Cooperation

Contractor agrees to perform each phase of the work at the scheduled time and in the scheduled sequence. Contractor will cooperate with the City of Chipley City Manager or their designee as requested and specifically to allow the City to inspect the performance of work of this Contract.

8. Materials, Supplies, Etc.

Contractor shall furnish and supply all tools, materials, consumable supplies and equipment, safety devices and equipment, and any special clothing that are required to perform the work of this Contract and consistent with the requirements of the ITB.

9. Records / Audits

The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

Keep and maintain public records required by the City in order to perform the service;

Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

Upon completion of the contract, transfer, at no cost to the City, all public records in possession

of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

The Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The City, the State of Florida, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion.

10. Public Records Custodian

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract contact Patrice A. Tanner, Custodian of Public Records, at (850) 638-6350 or 1442 W Jackson Ave, Chipley, FL 32428.

11. City Representative

The City Manager or a designee has authority to designate the work to be done by Contractor, to inspect such work, and to resolve questions which arise between the parties. The Contractor or the Contractor's designee will deal with the City's representative on matters relating to the performance of the work. The City shall have the authority to stop the work whenever it deems such action necessary to secure the safe and proper performance of the work assignment.

12. Laws, Rules and Regulations

General Laws: Contractor shall give all notices required of it by law and shall comply with all Federal, State and local laws, ordinances, rules and regulations governing Contractor's performance of this Contract and the preservation of public health and safety. Upon request by the City, Contractor shall provide proof of such compliance to the City.

Illegal Alien Labor: Contractor shall comply with all provisions state and federal law regarding the hiring and continued employment of aliens not authorized to work in the United States. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor is in compliance with such laws. Contractor agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require the same of any subcontractors. Contractor shall pay all cost incurred to initiate and sustain the verification programs.

13. Warranty

The Contractor shall fully warrant all workmanship and material, in the performance of the obligations under this contract, for a period of one (1) year after completion of the work. The warranty period begins at the date of final payment for the project. The Contractor shall expeditiously repair and remedy any defects in the construction that are discovered within one (1) year, without cost or charge to the City. In the event the Contractor fails, within five days after notice, to begin correction of the defect, or fails within a reasonable time thereafter to complete the repair or remedy, the City may have the work done at the Contractor's expense or may proceed against the Contractor's performance or labor and material bond.

14. Public Entity Crimes Statement

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 a 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, 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. By submission of a proposal in response to this document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes. Contractor's doing business with a public entity, for which the compensation is wholly or partially provided by a federal awarding agency, must register at [www.sam.gov](http://www.sam.gov).

15. E- Verify

Contractor shall utilize the U.S. Department of Homeland Security's E- Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Contractor during the term of the Contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the Contractor to perform work pursuant to the contract with the Department.

By submission of a bid in response to this document, the contractor certifies compliance with the above requirements.

16. Insurance

During the term of this Contract, Contractor will purchase and maintain insurance and comply with the City's Insurance Requirements.

17. Hold Harmless and Indemnification

The Contractor shall indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the indemnifying party and persons employed or utilized by the Contractor.

The parties understand and agree that such indemnification by the Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter.

The Contractor's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

18. Duty to Pay Defense Costs and Expenses

The Contractor agrees to reimburse and pay on behalf of the City the cost of the City's legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all 1) claims described in the Hold Harmless and Indemnification paragraph or 2) other claims arising out of the Contractor's performance of the Contract and in which the City has prevailed.

The City shall choose its legal defense team, experts, and consultants and invoice the Contractor accordingly for all fees, costs and expenses upon the conclusion of the claim. Such payment on the behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

19. Notices

Any notice to be given by the parties shall be in writing and deemed to have been duly given if and when deposited in the United States registered mail, return receipt requested, properly stamped and addressed to:

For the City:

For the Contractor: TBD

Attn: Patrice A. Tanner

1442 W Jackson Ave, Chipley, FL 32428

The Contractor shall notify the City Purchasing Department of any change to its address. The Purchasing Department will disseminate the address change to all applicable departments and agencies including Finance. The Contractor's notification of address change is sufficient if sent by email or facsimile.

20. Assignment

Contractor shall not assign in whole or in part any part of the work of this Contract except with prior written consent of the City.

21. Successors and Assigns.

This Agreement shall be binding on all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

22. Entire Agreement

All proposals, negotiations and representations regarding the work of this Contract are merged in this instrument. Any amendment or modification of this Contract shall be in writing and signed by the duly authorized representatives of the parties.

23. No Waiver

The waiver by the City of, or the City's failure to demand strict performance of, any obligation of Contractor shall not be construed to waive or limit the full and faithful performance by the Contractor of another of its obligations or of the same obligation in the future.

24. Administrative, Contractual, or Legal Remedies

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

25. Termination for Cause and for Convenience

This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (a) Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (b) An opportunity for consultation with the terminating party prior to termination.

This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in I (a) above. If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but no amount shall be allowed for anticipated profit on unperformed services or other work, and any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice. For any termination, the equitable adjustment shall provide for payment to the contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the contractor relating to

commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the contractor in performing this contract, whether completed or in process.

Failure of the Contractor to comply with the provision of Section 12 Laws, Rules, and Regulations shall constitute grounds for the City to immediately terminate this Contract for cause and declare the Contractor to be non- responsible for bidding or proposing on future contracts for one year from the date the City notifies the Contractor of such non-compliance.

26. Conflicts

In the case of any conflict between the provisions of this Contract and other contract documents, the following priority for interpretation of those document provisions shall be followed:

- a. The provisions of this contract prevail first.
- b. The bid form and attachments are next.
- c. The initial bid provisions are final priority.

27. Severability

The invalidity, in whole or in part, of any section or part of any section of this Contract shall not affect the validity of the remainder of such section or the Contract.

28. Governing Law & Venue

This Contract is governed by the laws of the State of Florida. The proper venue for any action regarding this contract is in the appropriate Court in Jackson County, Florida.

[SIGNATURES ON FOLLOWING PAGE)

**IN WITNESS WHEREOF**, the Parties have executed this  
Contract as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Executed by:

**City of Chipley, FL**

\_\_\_\_\_  
By Tracy Andrews, City Mayor

Attest:

\_\_\_\_\_  
Patrice A. Tanner, Assistant City Administrator

**CONTRACTOR**

By: \_\_\_\_\_  
(Authorized Representative)

Its: \_\_\_\_\_

ATTEST:

STATE OF FLORIDA

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

The foregoing instrument was acknowledged before me by means of \_\_\_\_\_ physical  
presence \_\_\_\_\_ online notarization, this \_\_\_\_\_ (Date) by

\_\_\_\_\_  
(Name and Title of  
Position), who is personally known to me or who has produced

\_\_\_\_\_  
(Type of Identification) as identification.

\_\_\_\_\_  
Signature of Notary Public

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

Commission No.: \_\_\_\_\_

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

Stamp:

**Exhibit 2**  
**Scope of Work**

To be inserted upon Contract Award



**Exhibit K**  
**2 CFR 200 and Special Conditions**

Throughout the performance of any work under this Agreement, CONTRACTOR (hereinafter "CONTRACTOR") agrees to abide by the following clauses and requirements:

**1. Equal Employment Opportunity**

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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.

**2. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)**

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

**3. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)**

All construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

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

**4. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)**

Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and

Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**a)** This section applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.

**b)** As provided in 40 U.S.C. § 3702, and as supplemented by Department of Labor regulations (29 C.F.R. Part 5), the contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

**c)** The requirements of 40 U.S.C. § 3704, as supplemented by 29 C.F.R. Part 5, shall apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

**e)** In the event of any violation of the clause set forth in paragraph (d) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (d) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (d) of this section.

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

**g)** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph

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

**5. Rights to Inventions Made Under a Contract or Agreement**

Not Applicable to this Agreement.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**6. Clean Air Act (42 U.S.C. 7401 et seq.), and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended**

Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

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

**c)** The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

**7. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

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.

**8. Debarment and Suspension (E.O.s 12549 and 12689)**

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of

its principal employees.

a) This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

c) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, in addition to remedies available to the state of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

9. **Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act, (42 U.S.C. 300h-3(e))**

a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

10. **Compliance with all Federal statutes relating to nondiscrimination.**

These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) any other nondiscrimination provisions in the specific statute(s) made; and, (i) the requirements of any other nondiscrimination statute(s) which may apply.

11. **Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)**

Which provide for fair and equitable treatment of persons displaced or whose property is acquired

as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

**12. Compliance with the provision of the Hatch Act (5 U.S.C. 1501 – 1508 and 7324 – 7328)**

Which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**13. Comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)**

Which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

**14. Compliance with environmental standards which may be prescribed to the following:**

(a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EP 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplain in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

**15. Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.)**

Related to protecting components or potential components of the national wild and scenic rivers system.

**16. Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.)**

**17. Compliance with P.L. 93-348**

Regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

**18. Compliance with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.)**

Pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this Agreement.

**19. Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.)**

Which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

**20. Compliance with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).**

**21. Assist the Commission in complying with the State Energy Conservation Program as described in the Code of Federal Regulations, Title 10, Parts 420 and 450 and guidance issued by the U.S. Department of Energy and subsequent guidance issued by the U.S. Department of Energy; the Financial Assistance Rules described in Title 10, Part 600, as well**

**as those regulations concerning the use of oil overcharge recovery funds.**

22. **The Commission reserves the right to transfer equipment acquired under this grant as provided in Title 10, Part 600.117. The City can obtain a release of this right upon application containing certain commitments.**

23. **Compliance with the Buy American Act (41 U.S.C. 10a-10c)**

Contractor agrees to comply with sections 2 through 4 of the Act of March 3, 1933, popularly known as the "Buy American Act." The Contractor should review the provisions of the Act to ensure that expenditures made under this BID are in accordance with it. It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement should be American made.

24. **Preservation of open and competition and government neutrality towards contractors' labor relations on federally funded construction projects**

a. Unless in conflict with State or local laws, City must ensure that bid specifications, project agreement, or other controlling documents in construction contracts awarded pursuant to this agreement, or pursuant to a subaward to this agreement, do not:

1. Require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or
2. Otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s).

b. The term "construction contract" as used in this provision means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

c. Nothing in this provision prohibits bidders, offerors, contractors, or subcontractors from voluntarily entering into agreements with labor organizations.

25. **Compliance with the provision included in Title XV and Title XVI of Public Law 111-5, the American Recovery and Reinvestment Act of 2009.**

26. **Segregation of Costs**

City must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track, and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

27. **False Claims Act**

City and Contractor shall promptly refer to the Department of Energy (DOE) or other appropriate Inspector General any credible evidence that a principle, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

## Exhibit L Subcontracting

Complete the information below on all subcontractors that will provide services to the Respondent to meet the requirements of the resultant contract, should the Respondent be awarded. Submission of this form does not indicate the City's approval but provides the City with information on proposed subcontractors for review.

*Please complete a separate sheet for each subcontractor.*

There will be subcontractors for this solicitation YES \_\_\_\_ NO \_\_\_\_ (place a check where applicable). If no, Respondents are not required to complete the remainder of this form.

Service: \_\_\_\_\_

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

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Current Office of Supplier Diversity certification of woman, veteran, or minority owned small business enterprise:      Yes \_\_\_\_\_ No \_\_\_\_\_

W-9 verification:      Yes \_\_\_\_\_ No \_\_\_\_\_

In a job description format, describe below the responsibilities and duties of the subcontractor based on the technical specifications or statement of work outlined in this solicitation.

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