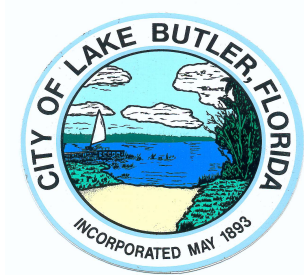


Melissa Hendrix
Mayor
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Kimberly Hayes
City Manager
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RFP 2025-01

REQUEST FOR PROPOSALS (RFP) FOR CDBG-NR GRANT ADMINISTRATION

The City of Lake Butler hereby request proposals from qualified individuals or firms to provide grant administration services for HUD's Community Development Block Grant Neighborhood Revitalization (CDBG-NR) program for the following project:

03J – Sewer Line Replacement – The project involves the installation of approximately 15,000 linear feet of new 10-inch and 12-inch wastewater force main from the City's new master pump station to the new Advanced Wastewater Treatment Facility (AWTF). The City's existing system includes parallel 6-inch cast iron (installed in 1913) and 8-inch PVC (installed in 1998) force mains that are severely undersized, deteriorating, and insufficient to handle the current and projected wastewater flow demands. These aging pipelines are no longer reliable and pose significant risks of sanitary sewer overflows, public health hazards, and frequent, costly emergency repairs. The new sewer lines will be installed along various streets in the City of Lake Butler. A service area map will be available for review at the 2nd public hearing.

Local Match

Activity Number and Name	CDBG Budget	For Points	LMI% Benefit
03J – Sewer Line Replacement	\$2,550,000.00	\$ 0.00	At Least 51%

The amount allocated for Grant Administration and Engineering is as follows:

Local Match

Activity Number and Name	CDBG Budget	For Points	LMI% Benefit
03J – Engineering for Sewer Line Replacement	\$ 73,800.00	\$50,000.00	N/A
21A – Administration	\$ 204,000.00	\$ 0.00	N/A

Total \$2,827,800.00 \$50,000.00

All interested parties must register by email to the RFP contact their name, email address, address and telephone number to receive any future changes, additions, addendums or notices concerning this RFP.

Advertisement Date: November 20, 2025

Deadline for Question Submittal: November 23, 2025

Deadline for issuing of Addenda: November 26, 2025

Due Date: December 5, 2025 @ 2:00PM (Eastern Time)

Contact: Kimberly Hayes, City Manager, City of Lake Butler

200 SW 1st Street

Lake Butler, FL 32054-2016

(khayes@cityoflakebutler.com)

Administration award will be contingent on the approval of the Florida Department of Economic Opportunity (DEO). Administration services will include complete management and reporting for the project, with separate tracking for each funding source, including but not limited to:

Prepare the Environmental Review

- Carry out the HUD Environmental Review, including all required mail-outs.
- Prepare the advertising required as part of the Environmental Review process.

Attendance at the Project Monitoring Visits conducted by DEO as well as the Completion of all Required Reports

- Prepare Project Amendments (Estimate - 2).
- Participate in DEO Conference calls on status of the project (estimated bi-weekly)
- Prepare all required advertisements.
- Participate in all State Monitoring visits (Estimate - 2).
- Prepare the Preliminary Contract and Final close-out documents for the project.

Project Administration/Financial Supervisor

- Create and maintain an independent set of financial records for the project.
- Prepare all Request for Funds for the project.
- Coordinate 504 (handicapped accessibility) requirements with the City.
- Carry out required quarterly Fair Housing Activities.
- Coordinate with the State on any new program requirements.
- Complete and maintain files pertaining to the public facilities subsection of the project for use by the Local Government and interested citizens.

Community Coordination

- Meet with the City Commission and City Staff on a regular basis to keep the project progressing smoothly.

Coordination with State Staff

- Maintain continuous telephone and written coordination with State staff to insure a smooth flow of the project through the state system.
- Walk any required amendments and approvals through the State to insure a quick approval.

PROGRAM DELIVERY SERVICES

Coordination with the Project Engineer and Contractor

- Coordinate with the engineer on all Federal and State requirements associated with the project.
- Participate in the Pre-bid conference for the project.
- Obtain the contractor approval from the State.
- Coordinate the Pre-construction conference with the project engineer.
- Review contractor package for grant information completion.
- Insure “Notice to Proceed” is issued to the contractor.
- Conduct required Employee Interviews.
- Review and approve contractor payroll requests along with the engineer.
- Review and recommend approval of all construction change orders as they relate to State contract compliance.

A scope of work outlining the tasks to be performed and a proposed cost must be included in the submitted proposal.

The evaluation criteria that will be utilized in the selection of a grant administrator are as follows:

1. The respondent’s number of years of experience with administering Projects through the State of Florida Community Development Block Grant (CDBG) program. Please include a list of all staff and management employees and their respective years of experience. **30 pts.**
2. Proposed approach to administration of the grant (requires an outline of the proposed tasks to be performed). **20 pts.**
3. Number and quality of favorable client reference letters dated 2015 or later provided from public sector clients and/or similarly sized and situated local units of government. Please note, only one (1) letter per community will be accepted. **20 pts.**
3. Fee or proposed fee basis. **30 pts.**

In the event of a tie, if one of the businesses involved in the tie is minority or female owned they shall be ranked above the other firm or firms involved in the tie.

Proposals for CDBG Administration Services should include a fee for the services and an explanation or a basis for the fees proposed (Fee Schedule). Fees shall be lump sum for CDBG services.

Respondents are required to submit one (1) original and one (1) digital file in a sealed envelope

marked with red ink “SEALED PROPOSAL FOR CDBG-NR GRANT ADMINISTRATION SERVICES (RFP 2025-01)”. Proposals must be received by 2:00 p.m. (Eastern Time) on Friday, December 5, 2025, at the City of Lake Butler City Hall, Attention: Kimberly Hayes, City Manager City of Lake Butler, 200 Southwest 1st Street, Lake Butler, Florida 32054-2016. Proposals will be publicly opened on Monday, December 1, 2025 at 2:00 p.m. at the City of Lake Butler City Hall.

Hand-carried and express mail proposals may be delivered to the above address ONLY between the hours of **8:00 a.m. and 5:00 p.m.**, local time, Monday through Friday, excluding holidays observed by the City. Respondents are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

Any proposal received after the deadline will not be considered and will be returned unopened.

The City of Lake Butler reserves the right to reject any and all proposals, to waive any informalities or irregularities in the proposal process and to award the contract(s) in the best interest of the City. Administration service contract(s) may be subject to grant/loan award and release of funds by the funding agency.

THE CITY OF LAKE BUTLER SUPPORTS “EQUAL OPPORTUNITY EMPLOYMENT, FAIR HOUSING AND PROVIDING HANDICAP ACCESS”.

To ensure fair consideration and consistent and accurate dissemination of information for all proposers, the City prohibits communication to or with any department, employee, or agent evaluating or considering the proposals during the submission process, except as authorized by the contact person.

During the blackout period as defined herein, except as pursuant to an authorized appeal, no person may lobby, as defined herein, on behalf of a competing party in a particular procurement process City officials or employees. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

The blackout period means the period between the time the submittals for invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, are received by the City of Lake Butler and the time City officials and employees award the contract. Lobbying means when any natural person, for compensation, seeks to influence the governmental decision making, to encourage the passage, defeat or modification of any proposal, recommendation or decision by City officials and employees, except as authorized by procurement documents.

Proposal Package:

The Proposal Package shall contain the following information behind tabs identified as A-G:

Cover Letter and Contact Sheet – Exhibit A

TAB A Qualifications and Experience

TAB B Description of related projects

TAB C Cost Proposal- The response to the Request for Qualifications & Proposal shall contain a not to exceed cost proposal which includes the amount of time that each individual is expected to spend on each phase or component of the study, as well as a detailed breakdown of reimbursable costs. The response shall include the cost for all necessary public meetings.

TAB D Evidence of required Licenses/Certifications/Certificates of Insurance to legally provide services requested

TAB E Three (3) current references directly related to the requirements of this RFP Contact information must include project name, contact person's name, company, complete address, phone number (land line and cell phone) and email address. (Letters of reference are highly preferred by the City.)

Proposal Package (continued):

TAB F Public Entity Crimes Statement - Exhibit B

Drug Free Workplace Certification - Exhibit C

E-Verify Statement - Exhibit D

Respondent's Certification –Exhibit E

General Terms and Conditions:

A. Fund Availability.

Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. The City of Lake Butler abides by the provisions set forth in Florida Statutes relative to the appropriation of funds.

B. Permits, Licenses, or Fees.

Any permits, licenses, or fees required will be the responsibility of the proposer. The City of Lake Butler will not entertain separate payment for these items.

C. Taxes.

The City of Lake Butler does not pay Federal excise or State sales taxes. Please refrain from including taxes in any billing resulting from a contract issued under this solicitation document.

D. Governing Laws and Venue.

Any contractual arrangement between the City of Lake Butler and the proposer shall be consistent with, and be governed by, the ordinances of the City, the laws of the State of Florida, both procedural and substantive, and applicable federal statutes, rules, and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Union County, Florida.

E. Conflict of Interest.

All proposers must disclose, with their proposal, the name of any corporate officer, director, or agent who is also an officer or employee of the City. Furthermore, all proposers must disclose the name of any City of Lake Butler officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the proposer's firm or any of its branches, subsidiaries, or partnerships.

F. Additional Terms and Conditions.

No additional terms and conditions included with the proposal response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing

separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this solicitation and the respondent's authorized signature affixed to the response's signature section attests to this.

G. Indemnification.

The Proposer agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Proposer, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Proposer in the performance of this Agreement. The Proposer's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the Proposer against the City and the Proposer hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

H. Insurance

The Proposer shall not commence any Work until they have obtained all of the following applicable types of insurance and such insurance has been approved by the City, has named the City as an additional insured by separate written endorsement, except for Workers' Compensation Coverage and Proposer Liability, nor shall the Proposer allow any Subcontractor to commence Work on his subcontract until all similar insurance required of the Subcontractor has been so obtained.

Such insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and doing business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class VI as identified in the latest issue of "Best's Key Rating Guide" unless otherwise accepted by the City in writing.

The Proposers' insurance, and the insurance of any other party bound to the Proposer, shall be considered primary. The City's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions.

If the insurance of any Proposer or any subcontractor contains deductible(s), penalty(s) or self-insured retention(s), the Proposer or Subcontractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(s) or self-insured retention(s). Certificates of Insurance acceptable to the City of Lake Butler for the Proposer's insurance must be received within five (5) days of Notification of Selection and at time of signing Agreement.

Certificates of Insurance and the insurance policies required will include a provision that policies, except Workers' Compensation, are primary and noncontributory to any insurance maintained by the Proposer.

Certificates of Insurance and the insurance policies required shall contain a provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of the City of Lake Butler.

Certificates of Insurance and the insurance policies required shall contain a provision under General Liability, Auto Liability and Excess Liability to include the City of Lake Butler as Additional Insured, including Completed Operations (Form CG 20 10 and CG 20 37 or equivalent). Other Additional Insured forms may be acceptable but only if modified to include ongoing and completed operations. A copy of the endorsement to the policy shall be provided with the certificate of insurance.

All Certificates of Insurance shall be dated and shall show the name of the insured Proposer, the specific job by name and job number, the name of the insurer, the policy number, its effective date and its termination date and a list of any exclusionary endorsements.

All of the above referenced Insurance coverage is required to remain in force for the duration of the project and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Proposer shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

The failure of the City of Lake Butler to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in contractor's coverage based on the evidence of insurance provided by the contractor shall not be construed as a waiver by the City of Lake Butler of contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Proposers liability arising out of the work performed or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Proposer's right under any policy with higher limits, and no policy maintained by the Proposer shall be construed as limiting the type, quality or quantity of insurance coverage that Proposer should maintain. Proposer shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

The failure of Proposer to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach.

Loss Deductible

If the insurance of any Proposer or any subcontractor contains deductible(s), penalty(s) or self-insured retention(s), the Proposer or Subcontractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(s) or self-insured retention(s).

Subcontractor's Insurance

Proposer shall require each of his Subcontractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage,

Automobile Liability insurance and Excess Liability insurance coverage meeting the same limit and requirements as the Proposer's insurance.

Proposer shall also obtain from each subcontractor a written indemnification in form and substance identical to the indemnity as set forth in Part 1 above.

Certificate of Insurance

The CITY shall be furnished proof of insurance coverage as follows:

- The name of the insured Proposer, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date;
- Statement that the insurer will mail notice to the City and a copy to the City's Representative at least thirty (30) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy;
- Certificate of Insurance shall be in the form as approved by the City and such Certificate shall clearly state all the coverages required in this Article;
- If requested by the City, the Proposer shall furnish complete copies of his/her and any Subcontractor's insurance policies, forms and endorsements; and
- Receipt of certificates or other documentation of insurance or policies or copies of policies by the Proposer or by any of its representatives which indicate less coverage than required by the Contract Documents does not constitute a waiver of the Proposer's obligations to fulfill the requirements of this Article.

Workers' Compensation Insurance

The Proposer shall take out and maintain Workers' Compensation and Employer's Liability Insurance for all his employees connected with the Work of this Project, and any Work which is sublet, the Proposer shall require the Subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Proposer. Such insurance shall comply with Florida Workers' Compensation Law.

The Proposer shall purchase and maintain at the contractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Subcontract. The Limits of this insurance shall not be less than the following limits:

Part One – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and

Part Two – Employer's Liability Insurance

Bodily Injury by Accident	\$100,000 Each Accident
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Bodily Injury by Disease	\$500,000 Policy Limit
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Bodily Injury by Disease	\$100,000 Each Employee
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If leased employees are used, policy must include an Alternate Employer's Endorsement (WC 00 03 01 or equivalent) naming the contractor.

In case any class of contract at the Project Site is not protected under the Workers' Compensation statute, the Proposer shall provide adequate insurance, satisfactory to City for the protection of employees not otherwise protected.

Liability Insurance

The Proposer shall take out and maintain Commercial General Liability and Commercial Automobile Liability Insurance as shall protect City from claims for damage, for bodily injury and personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement, whether such operations are by him/herself or by anyone directly or indirectly employed by him/her, and the amount of such insurance shall be minimum limits as follows:

Commercial General Liability

The Proposer shall purchase and maintain at the Proposer's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form). Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 50,000
Medical Expense Limit (any one person)	\$ 5,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

- Coverage shall include premises, operations, products, completed operations, independent contractors, contractual liability covering this Agreement, contracts and leases, broad form property damage coverages, personal injury and bodily injury.
- If Umbrella or Excess liability coverage is used to satisfy the requirements of this Section, it shall not be more restrictive than the underlying insurance policy coverages.

Commercial Automobile Liability:

The Proposer shall purchase and maintain at the contractor's expense Automobile Liability insurance coverage.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit \$1,000,000 Each Accident

OR

Split Limits \$500,000 Bodily Injury-Per Person

\$1,000,000 Bodily Injury-Per Accident

\$500,000 Property Damage-Per Accident

Covered Automobiles shall include any auto owned or operated by the insured Proposer, insured Proposer including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective contractor.

Coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-City and hired automobiles and employee non-ownership use.

Excess Liability Insurance

The Proposer shall purchase and maintain at the contractor's expense Excess Liability (Umbrella Form) insurance coverage.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit \$1,000,000

Aggregate Limit \$1,000,000

Property Insurance

This additional coverage will be required if the contract includes construction of or additions to above-ground buildings or structures, or installation of machinery or equipment, the Proposer shall provide Builder's Risk insurance or an Installation Floater.

The minimum amount of insurance shall be 100% of the completed value of such addition(s), building(s), or structure(s), or the installed replacement cost of value.

Builder's Risk Coverage (if applicable)

The Proposer shall take out and maintain a "Builder's Risk Policy" completed value form issued to provide coverages on a "all risk" basis, including:

- Theft Coverage, and flood insurance where specified in the Contract Documents.
- A waiver of any co-insurance or deductible requirements.
- Off-site storage, transit and installation risks.
- Coverage of the interests of all parties, including the Proposer, City, Subcontractors, Sub-subcontractors and suppliers.
- A provision that the coverage shall not be lapsed or canceled due to occupancy by the City prior to final acceptance and payment by the City.
- The City of Lake Butler being named as an additional insured.

Proposer Liability Insurance.

During the term of this agreement, the Proposer will carry Errors and Omission insurance which will cover liability for any damage or non-performance on account of any error, omission, or other provable negligence caused by the Proposer. The amount of insurance shall not be less than \$1,000,000 per occurrence and aggregate. The City of Lake Butler may require a higher limit as mutually agreed with the Proposer for specific task/work orders

I. Public Entities Crimes.

A person or affiliate who has been placed on the convicted contractor list, following a conviction for 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 any public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or Proposer 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, Florida Statutes, in category two, for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By signature on this solicitation, the proposer certifies that it is qualified to do business with the City of Lake Butler in accordance with all Florida Statutes.

J. Acceptance of Goods/Services.

Receipt of goods/service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets the specifications and/or all conditions. Should the delivered goods/services differ in any respect from the specifications, payment will be withheld pursuant to section 218.70, Florida Statutes, until such time as the successful proposer takes necessary corrective action. If the proposed corrective action is not acceptable to the City, the City may refuse final acceptance of the goods/services.

K. Drug-Free Workplace.

By signature on this solicitation, and completion of the Drug-Free Workplace form, the proposer certifies that it is qualified to do business with the City Lake Butler and has certification that they have implemented a drug-free workplace program in accordance with section 287.087, Florida Statutes.

L. Equal Opportunity.

The City of Lake Butler recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. All proposers are required to make an affirmative statement as to its support of all applicable equal opportunity and affirmative action requirements.

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) 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.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such 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 in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions 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.

(8) The contractor will include the provisions of paragraphs (1) through (8) 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 may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

M. Lobbying.

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Board Member, the City Manager, and/or any City Personnel during the solicitation process. The lobbying black-out period commences upon the issuance of this solicitation and concludes upon the signing of the agreement. Proposers shall not contact any City Commission Member and/or any requesting or evaluating Department/Office personnel during said black-out period. All questions and procedural matters shall be directed to the City Manager. The City Commissioners and/or the City Manager may disqualify any solicitation response where any Commissioner, the City Manager, and/or City Personnel have been lobbied in violation of the black-out **Public Records**.

Under chapter 119, Florida Statutes, all responses to this solicitation shall be considered public record subject to distribution pursuant to this statute. All public records request shall be submitted to the City Clerk's office.

N. Records and Reports

The Contractor shall keep such records as are necessary to determine compliance with the equal employment opportunity obligations. The records kept will be designed to indicate the following:

- a. The number of minority and non-minority group members employed in each work classification on the project.
- b. The progress and efforts being made in cooperation with unions to increase minority group employment opportunities (applicable only to Contractors who rely in whole or in part on unions as a source of their work force).
- c. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority group employees as deemed appropriate to comply with their Equal Employment Opportunity Policy.
- d. The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority group representation among their employees as deemed appropriate to comply with their Equal Employment Opportunity Policy.

All such records must be retained for a period of six years following completion of the contract work and be available at reasonable times and places for inspection by authorized representatives to the Department and the Federal Highway Administration.

Upon request, submit to the Department a report of the number of minority and nonminority group employees currently engaged in each work classification required by this Contract work.

O. Cost of Submittal.

The proposer understands that any and all costs related to the submittal of a proposal is considered an operational cost of the Proposer and shall not be passed on to, or be borne by, the City.

P. Termination (cause and/or convenience)

(a) The resulting contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other to fulfill its obligations under the contract provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by hand or by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party during said 10 day period prior to termination.

(b) The 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 1(a) above.

(c) If termination for default is affected by the local government, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the Administrator at the time of termination may be adjusted to cover any additional costs to the local government because of the Administrator's default.

If termination for convenience is effected by the local government, the equitable adjustment shall provide for payment to the Administrator 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 Administrator relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate, if any, and upon proper documentation submittal.

(d) Upon receipt of a termination action under paragraphs (a) or (b) above, the Administrator shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) 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 Administrator in performing this contract, whether completed or in process

(e) Upon termination, the Local Government may take over the work and award another party a contract to complete the work described in this contract.

(f) If, after termination for failure of the Administrator to fulfill contractual obligations, it is determined that the Administrator had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the Local Government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

Q. Water Pollution Control Act and Clean Air Act

Respondent agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

R. Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to 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, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be 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. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must 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 one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable 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.

(F) 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.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must 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 must 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 non-Federal award.

CONTACT SHEET

CITY OF Lake Butler, FL

Name: _____

Federal Taxpayer ID: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone: _____ **Fax:** _____

Cell Phone: _____

Email: _____

Submitted By: _____

Title: _____

Vendor Accepts Credit Cards*: Yes No (Please Circle)

Accounting Contact:

Name: _____ **Title:** _____

Email Address: _____ **Phone:** _____

***See preferred method of payment under “Prompt Payment Act” section of the General Conditions**

EXHIBIT "B"

**CITY OF LAKE BUTLER, FLORIDA SWORN STATEMENT UNDER F.S. 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, Qualifications, Proposal or Contract for the City of Lake Butler, Florida.

2. This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

3. My name is _____ and my relationship to the entity named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means 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:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Lake Butler, Florida 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 was knowingly convicted of a public entity crime, in Florida during the preceding thirty-six (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 for 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, executives, partners, shareholders, employees, members, 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 vendor 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 vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

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 _____, 2022, and
is personally known to me or has provided _____ as identification.

Notary Public

My Commission expires:

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed Proposer certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee understands the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
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 drug-free workplace requirements.

COMPANY: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER(S):

CELL PHONE: _____ E-MAIL:

SIGNATURE:

NAME (TYPED OR PRINTED): _____ TITLE: _____

EXHIBIT "D"

E-VERIFY STATEMENT

Bid/Proposal/RFQ Number: _____

Project Description: CDBG MIT Grant Administration

Vendor/Proposer acknowledges and agrees to the following:

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

Company/Firm: _____

Contact Name (Print): _____

Authorized Signature: _____

Title: _____

Date: _____

EXHIBIT ‘E-1’

RESPONDENT’S CERTIFICATION

1. The execution of this Form & Certification by the undersigned acknowledges the receipt of the City of Lake Butler’s Request for Proposals (RFP), other related documents identified in the RFP, and any and all Addenda(s) issued by the City regarding this RFP. I hereby propose to furnish the goods or services specified in the Request for Qualification. I agree that my qualification will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the qualifications.

2. I certify that all information contained in this qualification is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

3. The applicant certifies to the best of his/her knowledge and belief, that his/her principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, Local) with commission of any of the offenses enumerated in paragraph 1.b of this certification; and
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, Local) terminated for cause or default.

4. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the City of Lake Butler, City Manager.

I further certify, under oath, that this qualification is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a qualification for the same product or service; no officer, employee or agent of the City of Lake Butler or any other proposer is interested in said qualification; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business

Name (Print)

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 “E-2”

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION**

TO BE COMPLETED BY ALL SUB-PROPOSERS

Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company/Firm: _____

Printed Name & Title: _____

Authorized Signature: _____

Date: _____

EXHIBIT E-3

**BYRD ANTI-LOBBYING AMENDMENT
COMPLIANCE AND CERTIFICATION**

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

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

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

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

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any

Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

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

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

SIGNATURE:

COMPANY NAME:

DATE: _____

CERTIFICATION BY BIDDER

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

NAME AND ADDRESS OF BIDDER (include ZIP Code):

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes ☐ No ☐

2. Compliance reports were required to be filed in connection with such contract or subcontract.

Yes ☐ No ☐

3. Bidder has filed all compliance reports due under applicable instructions.
Yes ☐ No ☐

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 112246, as amended? Yes ☐ No ☐

NAME AND TITLE OF SIGNER (Please type):

SIGNATURE

DATE

Form 950.1

CERTIFICATION OF BIDDER REGARDING SECTION 3

Name of Prime Contractor

Project Name & Number

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract.
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000).
- (c) No segregated facilities will be maintained.

Name and Title of Signer: _____

Signature

Date

Form 950.2

CONTRACTOR

Section 3 Plan Format

_____ agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City of Lake Butler.

A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

B. To attempt to recruit from within the City the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Home Town Plan or the U. S.

Employment Service.

C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

*D. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.

*E. To insure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.

F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.

G. To ensure that all appropriate project area business concerns are notified of pending sub-contractual Opportunities

.

H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.

* Loans, grants, contracts, and subsidies for less than \$10,000 will be exempt.

J. To list on Table A, information related to subcontracts to be awarded.

K. To list on table B, all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of _____
(Name of Contractor)

We the undersigned have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

Signature

Title

Date

Signature

Title

Date