

CITY OF FELLSMERE, FLORIDA

REQUEST FOR PROPOSALS

FOR

DESIGN AND CONSTRUCTION

OF

BROADBAND INFRASTRUCTURE

Issued by
City of Fellsmere, FL
REQUEST FOR PROPOSAL
APPLICATIONS DUE
February 6, 2024 at 2:00PM

Issue Date: December 22, 2023

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the City of Fellsmere City Clerk's office at 772-646-6301 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the City of Fellsmere TTD line 772-783-6109

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1. GENERAL INFORMATION

Access to reliable and affordable broadband internet connectivity is not a new issue. The desire to connect all citizens has been a goal identified as a central pillar of economic development, job growth, infrastructure improvements, technological innovation, energy security and quality of life in America by the U.S. Department of Agriculture in “A Case for Rural Broadband,” published in April of 2019.

The COVID-19 pandemic fully exposed the deficiency of broadband connectivity because accessible and affordable broadband options are a lifeline to education, healthcare, and employment. In areas where the digital divide is greatest, citizens are disconnected from services vital to health and welfare. More importantly, significant areas of the Study Area defined in Figure 1 are not planned to be served within the context of future build-out capital planning. Extended infrastructure needs and lower population densities in the Study Area create unique challenges for private industry to deliver services within an affordable framework on its own. Nevertheless, providing connections to these unserved areas is vital to the region’s future.

Accordingly, the City of Fellsmere and Indian River County are jointly seeking a qualified and willing partner to review the current status of broadband availability, to design a plan for the construction of an expanded network to address the deficient areas in the area, and to partner with the City of Fellsmere and Indian River County to construct the required middle mile and last mile infrastructure. This infrastructure will provide broadband services in the areas currently not served or are currently underserved and not planned to be served by existing providers. The purpose of this Request for Qualifications is to receive proposals stating qualifications from interested partners who have the technical expertise, resources and capacity to design and construct broadband infrastructure and provide access to retail service operations that will support dedicated broadband connectivity that exceed FCC minimum standards (25mb/3mb) to the areas not served or under served.

All interested firms must provide a comprehensive proposal detailing their qualifications to reach these objectives, meeting all required elements listed in this Request for Proposals (RFP) to be evaluated by the Broadband Expansion RFP Review Committee. The response identified by the Broadband Expansion RFP Review Committee as the recommended submission and selected by the City of Fellsmere City Council, in consultation with Indian River County, shall engage in further negotiations to deliver these services. The City of Fellsmere and Indian River County do not expect to operate the network infrastructure or own the infrastructure long term. The proposal should identify the intent of the provider to operate the infrastructure and provide details as to the model proposed for transferring ownership after the five-year retention period of the City’s funding source. The City wishes to partner with a vendor that is a true community partner that will be engaged in the community.

2. STUDY AREA

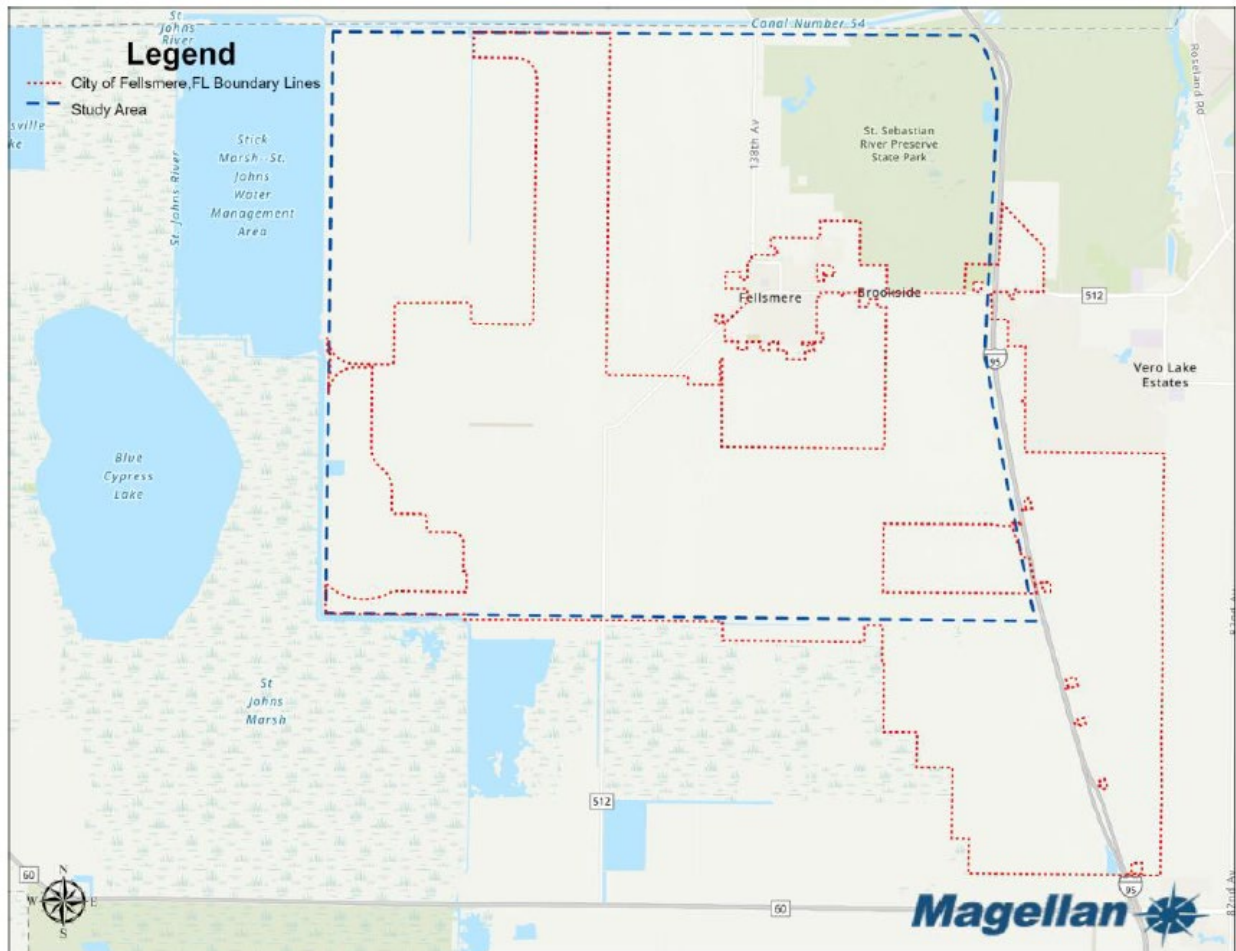
The Study Area includes portions of the City of Fellsmere and unincorporated Indian River County. Please refer to Figure 1 for a representation of the Study Area.

According to the 2020 US Census data, there are 4,834 people within the City of Fellsmere within

the Study Area. The data shows that 50.9% of individuals in Fellsmere are between the age of 20 to 59, and 21% are under 20 years old, with a median age of 32.2, which is below the national median age of 38. The median income of all households in the city is \$26,334. In addition, there are 1,431 housing units in Fellsmere of which 1,270 are occupied. The average household demographic is 5 people with 37% of existing households having at least one child under 18 years of age. Fellsmere has a fairly young population, and many of these residents are currently part of the labor market. Fellsmere has a viable business community with significant potential for growth. The City's top occupations based on the number of employees are: Building & Grounds Cleaning & Maintenance, Farming, Fishing, & Forestry, and Construction & Extraction. The City's economy also relies heavily on small local businesses such as restaurants, gift shops, vehicle repair establishments and other services.

The unincorporated Indian River County areas located with the Study Area are comprised mostly of 5, 10 and 20-acre ranchettes. Within these ranchettes are numerous agriculturally related small businesses as well as traditional home-based businesses. The area generally encompasses part of Census Tract 509.08 lying West of Interstate 95 and North of the conservation lands North State Route 60. Population within the unincorporated area of Indian River County within the Study Area is reported by the US Census at 4,299 people in 2020.

Figure 1: Study Area



The Study Area expects to see an increasing demand for bandwidth in the coming years to sustain expected rapid growth and the need for digital inclusion expressed by the community. Fortunately, there are already several service providers who have been supporting the area's residents and businesses. However, the lack of fiber offerings, especially for the area's outlying residents, may deepen the digital divide if construction of additional infrastructure is left unaddressed. Moving forward, the city and county see the need to upgrade the current broadband infrastructure and services offered by providers as a necessity to make this generational change to meet future demand in the community.

3. PROJECT OVERVIEW

The Broadband Infrastructure Project, a collaboration between City of Fellsmere and Indian River County, with funding support from the State of Florida and the Federal government, desires to identify a qualified partner through this RFP who can assess the current availability of broadband internet services and then design and construct a network within the unserved/underserved areas of each county to provide the availability of broadband connections to those unserved/underserved geographic areas. The City of Fellsmere shall act as the lead agency in the Project, and all contracts shall be with the City of Fellsmere. The selected proposal in response to this RFP will serve as the basis for determining the provider best positioned to successfully undertake the endeavor and negotiate a contract with the City of Fellsmere to design and implement such a network.

Upon completion of the assessment and system design by the selected vendor and prior to onset of construction, the City will obtain environmental clearances and the current Davis-Bacon wage rate determination that will be required to set minimum pay rates for construction labor – each required of the city and county's funding sources.

The level of fixed wireless broadband, licensed or unlicensed, versus fiber service to the home/business shall be reflected in the Proposal. The City of Fellsmere and Indian River County will consider any percentage of wireless versus hardline fiber broadband where the ability to reasonably meet current and future needs can be demonstrated. For wireless components of the system, the City of Fellsmere and Indian River County desire a proposal that illustrates the ability to support the proposed wireless components of the system with sufficient hardline infrastructure to ensure the design will reasonably meet current and future needs. The City of Fellsmere and Indian River County desire a system that can maximize the level of fiber service within the Study Area.

Project goals are listed below. The response to this RFP should demonstrate the ability and qualifications of the Proposer to meet the stated goals.

1. Assess current access to broadband with available speeds and identify current/ on-going gaps in service for unserved and underserved areas of the Study Area.
2. Develop a proposed system design that:
 - a. Remediate unserved/underserved areas of the Study Area with a minimum speed meeting the FCC definition for broadband but that strives to exceed this minimum standard;
 - b. Identifies the infrastructure needed to support the delivery of leading-edge broadband

- services consistent with proposed design;
 - c. Establishes the conditions that strive to offer a competitive rate structure for the products and services delivered to end users over the network;
 - d. Uses all available technology options to deliver a sustainable infrastructure that is as robust and flexible as practical; and
 - e. Provides flexibility such that the system design may be implemented as a whole or in phases.
3. Provides for sustainable long-term service delivery to end-users with a high-quality product and superior customer service.
 4. Is able to be implemented as expediently and professionally as possible without compromising the integrity of the project.
 5. Has full transparency.
 6. Is an engaged community partner.

Responses will be evaluated for evidence of the Proposer's ability to meet the project goals and implement a designed system pursuant to the scoring criteria listed in this RFP. The identified partner will move forward with negotiations to enter into an agreement to begin implementation of the scope of work identified in this RFP and the negotiated terms.

4. REQUIRED DISCLOSURES

The project will be funded in part with federal funds and is subject to the Conditions set forth in APPENDIX A. The City reserves the right to require additional conditions as may be required by the funding partners and negotiated with the selected vendor.

5. PRIOR WORK

The City of Fellsmere and Indian River County have been working to expand broadband in within the Study Area since early 2021. The City, utilizing CARES funding, in partnership with Indian River County and utilizing the service of Magellan Advisors, developed a Broadband Study to identify unserved and underserved areas West of Interstate 95 and North of SR60 and develop a plan for broadband expansion to serve such areas. In mid-2022, the City of Fellsmere received \$2,755,000 in Community Development Block Grant Coronavirus (CDBG-CV) funding. In addition, Indian River County is investing approximately \$3,413,744 of American Rescue Plan Act (ARPA) funds into the project. Prior to seeking potential partners to construct the broadband infrastructure, the City released a Request for Information to seek confirmation of the study results and proposed design solution. Having received a number of qualified responses that indicated the system design was acceptable to a number of retail internet providers, the City then released a formal Request for Proposals to seek a public-private partnership to utilize the awarded funds for their intended purpose. Unfortunately, only one response was received indicating that they wanted to partner with the City but not on the network that was designed.

After speaking with the interested firms to better understand the reason for nonresponse, the City of Fellsmere determined that each firm had their own reasons for not responding. The reasons ranged from desire to have wholesale agreements, uncertainty on partnering with other federal awards, and as mentioned, desire to construct broadband infrastructure, just not as designed by the City.

In response to these comments, the City of Fellsmere is releasing this RFP to provide an agreement with City of Fellsmere to design, construct and operate a broadband network to be developed with the City’s CDBG-CV and County’s ARPA funds along with additional private capital to meet the middle and last mile service needs for broadband expansion in the Study Area.

Links to prior planning and design efforts and previously released requests can be found below.

Broadband Study

[City of Fellsmere Broadband Feasibility Study draft reportv2](#)

Request for Information

[Broadband Expansion Request for Information | Fellsmere Florida \(cityoffellsmere.org\)](#)

Broadband Design

[https://www.cityoffellsmere.org/sites/default/files/fileattachments/administration/page/16116/fellsmere conduit network design package pages 1 through 109.pdf](https://www.cityoffellsmere.org/sites/default/files/fileattachments/administration/page/16116/fellsmere%20conduit%20network%20design%20package%20pages%201%20through%20109.pdf)

[https://www.cityoffellsmere.org/sites/default/files/fileattachments/administration/page/16116/fellsmere conduit network design package pages 110 through 218.pdf](https://www.cityoffellsmere.org/sites/default/files/fileattachments/administration/page/16116/fellsmere%20conduit%20network%20design%20package%20pages%20110%20through%20218.pdf)

Request for Proposals

[Broadband/Fiber-Optic Partnership RFP | Fellsmere Florida \(cityoffellsmere.org\)](#)

6. RFP SCHEDULE

Submittals will be opened on February 6, 2024, at 2:00 p.m. (local time) with the intention of completing the review by February 9, 2024. Tentative Timeline and Milestones are as follows.

DATE	MILESTONE
December 22, 2023	RFP Issued
January 15, 2024	Deadline for Questions and Requests for Clarification
January 22, 2024	Final Addendum to RFP/ Statement of Clarifications Issued
February 6, 2024	Response (Proposal) to RFP due by 2:00 p.m. “Local Time”
Feb. 6 – 9, 2024	Review of Submitted Responses (Proposals)
Feb. 9 - 14, 2024	Interviews (if determined advisable by the committee)
February 15, 2024	Review Committee Recommendation
February 15, 2024	City Council Selection of Recommended Firm
Feb. 16 – Mar. 11, 2024	Negotiation with selected firm
April 4, 2024	Approval of agreement and price by City Council
April 4, 2024	Effective date of agreement

7. PROJECT REQUIREMENTS

The City of Fellsmere and Indian River County are seeking a private or public partner that will provide enterprise-grade internet services to individuals and businesses located in areas that are currently unserved or underserved to meet the needs requiring broadband connectivity. The City of Fellsmere and Indian River County expect that the partner will provide a full “turnkey” solution for the delivery of products and service that include assessment of current conditions, design, engineering, procurement, permitting, construction, operation, maintenance, repair, and regulatory compliance. The designed network shall be adaptable for future growth and technology and shall provide coverage throughout the Study Area referenced in section two (2), figure one (1). The proposed solution should be consistent with project goals listed in section three (3) of this Request for Proposals. Any system design must, at a minimum, provide speeds consistent with the U.S. Department of Treasury, State and Local Fiscal Recovery Funds exceed FCC minimum standards (25mb/3mb) but strive to exceed this minimum standard up to symmetrical 100 Mbps download and upload speeds.

The partner with the proposal judged to be the most qualified submission will then engage in negotiations with the City to define the scope of work and terms for project implementation. Upon contract execution, the City of Fellsmere and Indian River County expect project work to begin immediately after execution of the agreement and incorporated scope of work. Throughout the duration of the project, the partner will be required to meet all project reporting requirements specified by the U.S. Department of Treasury, Project and Expenditure Report for State and Local Fiscal Recovery Funds (current version). The construction timeline will depend somewhat on the partnership developed with the successful Proposer and time required for the City to obtain environmental clearance; however, the Proposer should be prepared to meet aggressive timelines for design, build-out and activation of the network. It should be noted that the project does not consider wireless, unlicensed, or fixed licensed, a suitable sole option for long-term sustainability for meeting its broadband needs; however, providing wireless offerings in conjunction with a core hardline service connection may be considered, and in some cases desired.

Due to the inability to provide accurate structural and capacity analysis for county or city-owned assets, it should be assumed that no such vertical infrastructure is available. The city and county do own and operate significant miles of public right-of-way that could be used in conjunction with this project. For any vertical assets that may be owned by the city or county, these partners are willing to negotiate during design to study vertical infrastructure for potential use at that stage of the process. The permitting process will be required utilizing normal processes; however, Indian River County will commit to being co-applicants and to provide staff support to navigate permitting processes efficiently.

8. RFP RESPONSE REQUIRED ELEMENTS

All interested parties who seek to develop a partnership with the City of Fellsmere and Indian River County must submit a response in the form of a proposal that outlines their qualifications and ability to meet the goals, objectives and requirements illustrated in this RFP. The response will be used to evaluate the most appropriate fit for the project. To achieve a full, fair, and uniform review process, all submittals must include four (4) hard copy originals and one (1)

electronic copy of the response that include the following components in order to be judged responsive to this RFP:

- A. **Section 1:** Provide a Letter of Transmittal on company letterhead stating why the Proposer is interested in developing a partnership with the City of Fellsmere and Indian River County and provide a listing of any requirements listed in this RFP that it is unable to meet.
- B. **Section 2:** Provide a project organizational chart of the business showing how the initiative will be organized. Provide an overview of the Proposer's organization, services, partners, resources, and capabilities. Provide details on the company's (or its shareholders') knowledge, experience, and operations within the broadband telecommunications industry and, if applicable, infrastructure development in the region, as well as key expertise that qualifies it to be considered for this project. Demonstrate any similar arrangements with municipalities, electric utilities, or other public-private partnerships.
- C. **Section 3:** If a current broadband provider, include an overview of your products and services, operations, total subscriber count, type of services (business/residential), local presence in the region and other markets served. Provide a synopsis of the company's plan for community engagement including provisions for service to low-income families and involvement in the community outside of broadband service delivery. Although not required, please note within the proposal if secondary, long-term, government-owned parallel facilities are included within the proposal for a future city-government broadband and communication network in select areas of the Study Area. In addition to other community engagement initiatives of the Respondent, such provisions will be judged as contributing to Goal #6.
- D. **Section 4:** Provide information that demonstrates the ability of the business to provide the capital financing required to implement a proposed system design. This section should also identify how the funding contributions of the City of Fellsmere and separately Indian River County are to be utilized. The proposal shall contain an exhibit reflecting the extent of service that is expected to be delivered by the city and county funding with additional extent from the applicant's sources of funds. Each funding source shall be allocated to unique network components with no overlap. A project timeline shall be included reflecting the time to complete each separate phase of the project (assessment, design, and construction).
- E. **Section 5:** Include a detailed narrative that clearly and completely addresses the project goals, objectives and desired outcomes as illustrated in this document with particular emphasis and detail given to the information provided in sections three (3) and seven (7) of this RFP.
- F. **Section 6:** Define the roles and responsibilities for the Proposer, the County, and the City of Fellsmere, if any, including any other requirements. Define how the Proposer's proposal will comply with local, state, and federal regulatory requirements and

demonstrate that the interested parties possess all federal, state and/or local qualifications/licenses to construct the facilities and provide services in the City of Fellsmere.

- G. **Section 7:** Provide a minimum of three (3) industry/municipality references that demonstrate the Proposer’s ability to successfully plan, implement and deploy broadband networks products and services using innovative public and/or private environments.
- H. **Section 8:** Provide any additional supporting information, documentation or materials that illustrate the qualifications and ability of the proposer to meet the goals, objectives and requirements outlined in this Request for Qualifications.

9. RFP PROPOSER QUESTIONS/ ADDENDUM PROCESS

Questions relating to definitions, interpretations, information and/or requests for clarification must be in writing, on or before January 15, 2024, at 5:00 P.M. (Local Time), directed to: Laura Hammer, Grant Administrator, City of Fellsmere at 772-646-6325 or grantadmin@cityoffellsmere.org.

No questions will be accepted after the deadline for questions has passed. Responses to questions or requests for clarification regarding this RFP will be issued in writing as an addendum and posted at [Bids and RFPs | Fellsmere Florida \(cityoffellsmere.org\)](https://www.cityoffellsmere.org/Bids-and-RFPs).

Any such addenda shall be issued by January 22, 2024, at 5:00 p.m. (Local Time) and shall be considered part of the RFP.

10. SUBMISSION INFORMATION

Submission Date and Time: No later than February 6, 2024, at 2:00 p.m. “local time”

The City of Fellsmere will receive sealed proposals delivered to 22 S. Orange Street, Fellsmere, FL 32948. Only those responses received prior to or on the submission date and time will be considered.

11. EVALUATION TEAM AND RFP SCORING CRITERIA

The Broadband Expansion RFP Review Committee will evaluate the responses submitted and will be evaluated on the following criteria to determine the finalist(s):

1.	Relevant experience and qualifications	Max 20 points
2.	Service Area	Max 25 points
3.	Timeline of service delivery	Max 20 points
4.	Overall Quality of Submission/ Completeness of Submission	Max 15 points
5.	References	Max 10 points

6.	Financial Plan/Soundness	Max 10 points
Total score		Max 100 points

The committee may, at their discretion, request any or all Proposers to clarify information presented in the submittal via formal interviews or request for additional information.

Once a Provider has been selected, the City and the Provider will enter into a negotiation period to refine the vision for the Project and finalize the terms of the Agreements.

FINAL CONTRACTS OR AGREEMENTS SHALL BE SUBJECT TO APPROVAL BY CITY OF FELLSMERE CITY COUNCIL.

It is generally anticipated that a single entity will be selected to move forward. However, partnerships that increase the capacity to complete the project in a timely fashion formed under one entity will not be automatically dismissed.

The City of Fellsmere reserves the right to evaluate all submitted proposals and to move forward with the submission deemed to be in the best interest of the city. The City may, in their sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Proposals; re-advertise this RFP; postpone or cancel at any time the RFP process; waive any informalities of or irregularities in the process; negotiate with any party or request additional information if it so desires.

Proposals that are not submitted on time and/or do not conform to the RFP requirements will not be considered. The City may determine, at its sole discretion, whether any aspect of the proposal satisfies the criteria established in this RFP. In all cases, the City of Fellsmere or Indian River County shall have no liability to any contractor for any costs or expense, incurred in connection with this proposal or otherwise.

The City of Fellsmere will allow a proposer’s representative bearing proper authorization and identification to sign for, receive, and withdraw the proposer’s unopened proposal prior to submission deadline. A firm wishing to modify his/her proposal may do so by withdrawing the initial submission and then submitting a modified proposal prior to the deadline. Neither the staff nor the facilities of the City will be available to assist a proposer desiring to make modifications. It will be the proposer’s responsibility to make all modifications. The City of Fellsmere may conduct discussions with persons submitting proposals for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. The City of Fellsmere reserves the right to cease all contract preparation activities at any time and reject all proposals if such action is determined to be in the best interest of the City/County.

12. STATEMENT OF NON-BINDING NATURE OF RFP

The issuance of this RFP and any subsequent response by a Proposer does not create a binding obligation on the part of the City of Fellsmere or Indian River County to enter into any form of agreement or contract, or to pay any costs associated with the preparation of responses or

submittals with the Proposer, for the development of a broadband network, delivery of products and services or otherwise. Nor shall the RFP in any way create an association, partnership, or joint venture among Proposers and the City of Fellsmere or Indian River County.

13. INTELLECTUAL PROPERTY, CONFIDENTIALITY AND OPEN RECORDS

The City of Fellsmere or Indian River County will not pay for any information requested, and all responses submitted become the property of the City of Fellsmere. Responses will not be returned and may be subject to disclosure pursuant to state open records statutes. If a Proposer believes that any portion of its response includes proprietary or other confidential information, it must be clearly labeled “Confidential information” as such, and the Proposer must state the basis for the claim to confidential treatment. To the extent permitted by law, the City of Fellsmere and Indian River County will treat such information as confidential and will not disclose it to a third party without prior notification and authorization.

14. SCRUTINIZED COMPANIES LISTS

The Proposer certifies that it and those related entities of Proposer as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, Contractor certifies that it and those related entities of Proposer as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. The County may terminate this Contract if Company is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes. County may terminate this Contract if Company, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies, that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes. Accordingly, firms responding to this solicitation shall return with their response an executed copy of the attached “Certification Regarding Prohibition Against Contracting With Scrutinized Companies.” Failure to return this executed form with submitted bid/proposal/statement of qualifications will result in the response being deemed non-responsive and eliminated from consideration.

15. E-VERIFY

Proposer must be registered with and use, at their sole expense, the Department of Homeland Security’s E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees, as required by Section 448.095, F.S. Owner, Proposer, and subcontractors may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Proposer is responsible for obtaining proof of E-Verify registration for all subcontractors in the form of an affidavit, as described in Section 448.095(5)(b) F.S. This requirement applies to any provider of services or goods.

16. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is responsible. Proposers are further notified that the County's governing body may not give preference to a Proposer based on the Proposer's social, political, or ideological interests. Proposers shall not provide any information relating to these interests in their submittal.

17. SUSPENSION AND DEBARMENT

City will not make award to parties listed on the government-wide exclusions in the System for Award Management (SAM). The proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. By submittal of a response to this solicitation, proposer asserts neither it nor its principals is presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participation in this work by any Federal department or agency. **Proposer is required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>) prior to execution of the agreement.**

NOTICE

NOTICE IS HEREBY GIVEN THAT sealed responses will be received by the City of Fellsmere until 2:00 PM on Friday, February 6, 2024, at which time the responses will be opened for the following project:

Assessment, Design and Construction of Broadband Infrastructure

Responses may be sent by mail or hand-delivered to 22 South Orange Street, Fellsmere, Florida 32948. Responses will be publicly opened, and Proposers name read aloud at the above office immediately following the above-stated closing time. Responses received after the time set for the opening of the responses will not be considered and will be returned unopened.

Copies of the full Request for Qualifications, Prior Work, and other project documents are on file in the above office and open for public inspection. Copies can be viewed and downloaded for free from <https://www.cityoffellsmere.org/rfps>. Complete sets of paper versions of the Request for Qualifications, Prior Work, and other project documents may be obtained by applying to Laura Hammer, Grant Administrator, 22 S. Orange Street, Fellsmere, FL 32948, at a cost of \$50 per set.

Questions regarding this Request for Qualifications shall be submitted to Laura Hammer, Grant Administrator, City of Fellsmere, 22 S. Orange Street, Fellsmere, FL 32948 or by email to grantadmin@cityoffellsmere.org. Question must be received in writing no later than January 15, 2024. Answers to all questions received will be posted at <https://www.cityoffellsmere.org/rfps> by no later than January 22, 2024.

All responses shall be submitted in compliance with the requirements of the Request for Qualifications. The City reserves the right to delay reviewing the responses for up to sixty (60) days after the response opening, to waive information in any response, or to reject any or all responses in whole or in part with or without cause that, in its judgment, will serve the best interests of the City.

The City of Fellsmere is an Equal Opportunity Employer. WBE/MBE firms are encouraged to respond to this Request for Proposals.

Dated: December 15, 2023

/s/ Mark D. Mathes, City Manager

CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

(This form **MUST** be submitted with your response)

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of Proposer as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Proposer: _____

By: _____
(Authorized Signature)

Title: _____

Date: _____

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Firm 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 Consultant/Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant/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 Consultant/Contractor Authorized Official

Name and Title of Consultant/Contractor Authorized Official

Date

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

(1) The Consultant/Contractor certifies, by submission of this proposal, 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 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.

Signature of Consultant/Contractor Authorized Official

Name and Title of Consultant/Contractor Authorized Official

Date

CERTIFICATION OF COMPLIANCE WITH 20.055(5) FS

The Consultant/Contractor Certifies:

Each contract with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

"It is the duty of every state officer, employee, agency, special district, board, commission, consultant, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section."

Company/Firm:

Authorized Signature:

Written Name:

Title:

Date:

STATEMENT OF PUBLIC ENTITY CRIMES

This is a sworn statement under Section 287.133(3)(a), Florida Statutes, on public entity crimes and 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 No. _____ for _____.
2. This sworn statement is submitted by _____ (Name of entity submitting sworn statement) whose business address is _____ and whose mailing address, if different, is: _____. Its 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 _____ (please print name of individual signing) and my relationship to the entity named above is _____.
4. I understand that a Public Entity Crime as defined in Paragraph 287.133(1)(g), Florida Statutes, is 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 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 286.133(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 record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial or entry of a plea of guilty or nolo contendere.
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 or crime; or
 - (b) An entity under the control of a natural person who is active in the management of the entity and who has been convicted of a public entity crime. *Affiliate* includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been 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 any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods

or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. *Person* includes those officers, directors, executives, shareholders, partners, 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 any 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 have been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

___ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (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 the 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.)

Dated: _____

(Signature)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____.

WITNESS my hand and official seal in the State and County last aforesaid this _____ day of _____.

Notary /State of Florida at Large

Personally Known _____ OR produced identification _____

Type of identification produced: _____

CERTIFICATION OF E-VERIFY

DESIGN AND CONSTRUCTION OF BROADBAND INFRASTRUCTURE

Consultant/Contractor acknowledges and agrees to the following:

Consultant/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 Consultant/Contractor during the term of the Contract to perform employment duties within Florida; and
2. All persons, including Subcontractors, assigned by the Consultant/Contractor to perform work pursuant to the Contract with the City of Fellsmere.

Company/Firm: _____

Authorized Signature: _____

Written Name: _____

Title: _____

Date: _____

Appendix A

Equal Employment Opportunity. During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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 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, 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 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

(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 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.

(7) 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.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and 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 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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) – will apply to Construction Phase.

(1) Minimum wages. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

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

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

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

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

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

(2) Withholding. OWNER shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under

this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the OWNER may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Emergency Management Agency (FEMA) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to FEMA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to FEMA if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to FEMA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

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

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

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

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

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

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

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

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable

wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as FEMA may by appropriate instructions require, 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 the contract clauses in 29 CFR 5.5.

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

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

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

subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

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

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

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

Compliance with the Copeland "Anti-Kickback" Act. - will apply to construction phase

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, 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.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Compliance with the Contract Work Hours and Safety Standards Act: - will apply to construction phase

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include

these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Rights to Inventions Made Under a Contract or Agreement. Must be included in any federal contract involving substitution of parties, assignment, or performance of experimental, developmental, or research work under that funding agreement.] See Appendix II of Part 200, if this applies – the County has not had to prepare a clause for this item.

Clean Air Act and Federal Water Pollution Control Act:

(1) Clean Air Act.

(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 OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

(2) Federal Water Pollution Control Act

(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 OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

Suspension and Debarment

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

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

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

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

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

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in

connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Procurement of Recycled/Recovered Materials:

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Prohibition on Contracting for Covered Telecommunications Equipment or Services:

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

- i. Are not used as a substantial or essential component of any system; and
- ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

No Obligation by Federal Government:

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts:

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

Affirmative Steps:

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

License and Delivery of Works Subject to Copyright and Data Rights: [If Copyrightable subject matter is involved in the project] The Contractor grants to the Owner a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Owner or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Owner data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Owner.

Termination for breach, and termination for convenience must both be addressed in the agreement.

TERMINATION IN REGARDS TO F.S. 287.135: CONTRACTOR certifies that it and those related entities of CONTRACTOR as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, CONTRACTOR certifies that it and those related entities of CONTRACTOR as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

OWNER may terminate this Contract if CONTRACTOR is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

OWNER may terminate this Contract if CONTRACTOR, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.