LAFAYETTE COUNTY
Board of County Commissioners

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(386) 294-1600
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Lance Lamb – Dist. 1
Mason Byrd – Dist. 2
Lisa Walker – Dist. 3



Anthony Adams – Dist. 4
Andrew Branche – Dist. 5

NOTICE OF CANCELLATION

Date: October 27, 2026

Project: Southwest County Road 300 – Administration Services

Funding Source: FEMA Hazard Mitigation Grant Program

TO ALL PROSPECTIVE PROPOSERS:

This notice serves as formal notification that the Lafayette County Board of County Commissioners has officially cancelled the Request for Proposals for Administration Services for the Southwest County Road 300 Project.

LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS
REQUEST FOR PROPOSALS – SW COUNTY ROAD 300
ADMINISTRATION SERVICES

The Lafayette County Board of County Commissioners requests proposals from qualified individuals or firms to provide Administration Services for a Federal Emergency Management Agency, Hazard Mitigation Grant. The County has been awarded HMGP funding in the amount of *$201,529.65* therefore procurement and contracting will follow HMGP regulations.

Administration Services will include complete management of the project and all other federal- and state-imposed requirements for grant implementation and compliance.

Proposals will be considered on an equal competitive basis. Each response must be described separately and will be evaluated using the following criteria, which are listed in order of relative importance.

(1) Knowledge and Experience with the Hazard Mitigation Grant Program - 25 points
(2) Qualifications of Staff Working Directly on Hazard Mitigation Grant Programs - 25 points
(3) Approach to Meeting Project Needs, including Task Outline - 25 points
(4) Familiarity or Ability to Quickly Become Familiar with Local Conditions - 20 points
(5) Fee - 5 points
(6) MBE/WBE Certified Firm – 1 point

Proposals for Administration Services must indicate a fee for the service, with an explanation of the basis for the fee. Fee may be quoted as lump sum, percentage or hourly rate. A Public Entity Crimes Statement must be submitted with proposal responses to the RFP. Certified MBE/WBE firms are encouraged to submit certification documents with their proposals.

The deadline to submit questions is October 23, 2026 at 5:00 P.M. Questions shall be submitted in writing to Steve Land, Clerk of Court, at sland@lafayetteclerk.com.

An original and two (2) copies of sealed proposals, marked "RFP – HMGP SW County Road 300 Administration Services" must be received by October 30, 2026 at 3:00 P.M., at the Lafayette County Clerk of Court's Office, 120 W Main Street, Mayo, FL 32066. Proposals will be opened as soon as possible after the submission deadline. A Ranking Committee will evaluate and rank the proposals. The Board of County Commissioners will make the final selection.

The Lafayette County Board of County Commissioners reserves the right to reject any or all proposals, to waive any minor informalities or minor irregularities in the proposal process, all things being considered equal. The Administration Services contract is subject to grant award and release of funds by the funding agency.

The Lafayette County Board of County Commissioners is an Equal Opportunity Employment, Fair Housing and Handicap Access Jurisdiction.

Publish: Riverbend News

September 16 and September 23

STATEMENT OF QUALIFICATIONS

Statements of Qualifications must contain complete, detailed responses to requests for information contained in this document and any subsequent addenda issued regarding this RFP. Statements of Qualifications must conform to the following structure, and must incorporate information regarding subcontractors where applicable:

1. All Statements of Qualifications must be submitted in accordance with the instructions outlined herein to receive consideration. Any respondent submitting inadequate, incorrect, or incomplete information may not receive consideration. Submittals should be brief and to the point. The County reserves the right to reject any and all submittals, waive irregularities in the submittal and the negotiations and to request additional information from respondents if deemed necessary. Submittals are limited to 75 pages.

2. **Letter of Transmittal:** The respondent shall submit a "Letter of Transmittal" which shall as a minimum contain the following:
    a. State the location of the office from which the work is to be accomplished.
    b. Describe the firm's general qualifications and the range of activities performed by the firm.
    c. Briefly state the respondent's familiarity with the needs and conditions existing in the County that are relevant to the proposed project(s).
    d. Indicate if respondent personnel have previously engineered any HMGP or similar grant projects for the County and/or for other jurisdictions.
    e. Certify that the respondent will provide professional guidance to the County relative to compliance with applicable federal, state, and local laws and regulations.
    f. Indicate if your firm is a Certified Minority Business Enterprise.
    g. Provide any additional information that the respondent feels essential to their submittal.
    h. State that the person signing the "Letter of Transmittal" is authorized to bind the respondent.

3. **All submittals shall include each of the following information:**
    a. Indicate why the respondent feels uniquely qualified to undertake the required engineering services.
    b. Describe the technical approach to be taken in addressing the scope of work, including a delineation of specific tasks to be undertaken.
    c. Identify all persons to be assigned to this project and outline the nature of their responsibilities. Include a description of relevant work experience for each person assigned to this project.
    d. Describe experience with engineering non-HMGP grants for Florida jurisdictions and other Governmental Agencies.
    e. Identify OTHER projects under the Hazard Mitigation Grant Program that were successfully completed.
    f. Furthermore, the respondent shall certify that to the best of their knowledge and belief all the information herein submitted for consideration and evaluation is true, correct, and accurate.

4. **Evidence of registration and statement of professional liability insurance.**
    a. A Certificate of Insurability acceptable to the County shall accompany each proposal or alternate proposal in the amounts as prescribed by State and County.
    b. Professional Liability Insurance: The Vendor shall purchase and maintain such insurance as will protect it from claims which may arise out of or result from the Vendor's operations under the terms and conditions of the RFQ. Liability insurance shall be obtained at the Vendor's expense and in its name as the insured, which Certificate shall show the Lafayette County Board of County Commissioners as an additional named insured. Liability insurance on a form approved by the County (M&D, CGL, etc.) and including endorsements for contractual liability and such other endorsements appropriate for the work required by this Bid as may be required by the County.
    c. General Liability, with combined single limits of not less than $1,000,000 per occurrence. The only aggregate limit acceptable is a "project aggregate" and the Certificate must show an appropriate endorsement (ISO CG2501) or equal.
    d. Business Auto Liability Insurance, with combined single limits of not less than $200,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance or use of any auto, including owned, not-owned and hired automobiles and employee non-ownership use.
    e. Workers' Compensation Insurance, as required by the State of Florida.

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

5. **Affidavits and Acknowledgements (attached)**
    a. Equal Opportunity Report Statement
    b. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Primary Covered Transactions
    c. Byrd Anti-Lobbying Compliance and Certification Regarding Lobbying
    d. Certification of Non-segregated Facilities
    e. Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Public Entity Crimes
    f. Public Entity Crime Statement
    g. Drug-free Workplace Certification
    h. Anti-Collusion Clause Form
    i. Related Program Required Contract Clauses:
    j. Anti-Kickback Affidavit

EQUAL OPPORTUNITY REPORT STATEMENT

The respondent shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of submittal:

The awarded Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

During the performance of this contract, the awarded Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (I) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Contractor 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 sub-Contractor 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.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE:_____

NAME OF FIRM: _____

DATE:_____

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

The respondent certifies that the firm or any person associated therewith in the County of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

2. have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for; commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

3. are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

4. have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The respondent certifies that it shall perform a debarment verification on any subcontractor, sub-consultant, material supplier or vendor, that it proposes to contract with to perform any work under this Request for Submittals, and shall not enter into any transaction with any sub-Contractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE:_____

NAME OF FIRM: _____

DATE: _____

BYRD ANTI-LOBBYING COMPLIANCE AND CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each submittal or offer exceeding $100,000). The undersigned [Contractor] 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 Current as of 9-26-16 11 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

Certification of Non-segregated Facilities

The federally assisted Contractor certifies that he does not maintain or provide for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The federally assisted Contractor certifies that it will not maintain or provide for its employees segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The federally assisted Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted Contractor agrees that (except where it has obtained identical certifications from proposed sub-Contractors for specific time periods) it will obtain identical certifications from proposed sub-Contractors prior to the award of subcontracts exceeding ten thousand ($10,000.00) dollars US which are not exempt from the provisions of the equal opportunity clause and that it will retain such certifications in its files.

_____ _____

Signature of Contractor Title

_____

Date

Return to County with Submittal RFP NO: SW County Road 300

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the ***Lafayette County Board of County Commissioners, 120 West Main St, Mayo, FL 32066*** by _____ [print individual's name and title]

for:_____whose business
[print name of entity submitting sworn statement]

address is _____

_____ and (if applicable) its Federal Identification Number (FEIN) is_____(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement) _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes,** means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any submittal 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.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(l)(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, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(l)(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 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 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(l)(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 submittals or applies to submittal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.]**

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July, 1 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____ RFP SW County Road 300

[Signature] **[Reference: SE Badger Road]**

Sworn to and subscribed before me this_____day of_____, 2026. Personally known_____or produced identification_____.

[Type of identification]

Notary Public – State of _____

My Commission expires: _____

_____

[Signature of Notary]

_____

[Printed, typed or stamped commissioned name of Notary Public]

LAFAYETTE COUNTY
BOARD OF COUNTY
COMMISSIONERS

DRUG-FREE WORKPLACE CERTIFICATION

Please complete Part I or Part II as applicable.

In order to be given preference in the award process for having implemented a drug-free workplace program prior to the submission date, the respondent is requested to certify that as part of their drug-free workplace program, they have:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specified the actions that will be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business 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. Given each employee engaged in providing the commodities or contractual services that are under submittal a copy of the statement specified in Subsection I.
4. In the statement specified in Subsection I, notified the employees that, as a condition of working on the commodities or contractual services that are under submittal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contend ere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Imposed a sanction on or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Made a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Part I - PROGRAM IMPLEMENTED

I certify that I/we have established a drug-free workplace program meeting the foregoing minimum requirements.

[Printed, typed name]_____ [Signature]_____

State of Florida; County of_____

The foregoing instrument was acknowledged before me this _ day of_____, 2026, by_____, who is personally known to me or who presented_____as identification, and who (did) (did not) take an oath.

_____

[Signature of Notary Public] [Printed, typed or stamped name of Notary Public]

_____

[Commission Number of Notary Public]

Part II - PROGRAM NOT IMPLEMENTED

A program meeting the above stated requirements has not been established or has not been fully implemented prior to Submittal closing date, and therefore I/we are not eligible for certification as a drug-free workplace.

_____

[Signature] [Date]

RELATED PROGRAM SERVICES

RFP NO: SW County Road 300

ANTI-COLLUSION CLAUSE FORM

The award of a contract or acceptance of submittal is subject to Chapter 112, Florida Statutes*. All respondents must disclose with their submittal the name of any officer, director, or agent who is a County official or employee, or a member of an official's or employee's immediate family. Further, respondents must disclose the name of any County official or employee, or a member of an official's or employee's immediate family, who owns directly or indirectly an interest often percent (10%) or more in the respondent's firm or related business.

CERTIFICATION

| | I declare that I do not have any matters which might give rise to a real or perceived conflict of interest.

| | I hereby disclose that the following named person(s) is an Officer, Director, or Agent who is also a County Official, Employee, or member of a County Official or Employee's immediate family and could pose a possible conflict of interest:

Name: _____

Affiliation: _____

By signing below, I affirm that I have read and understood the principles of conflict of interest disclosure and I have made full disclosure of all matters that may put me in a conflict of interest situation in performing my role.

I acknowledge that non-disclosure could result in action being taken to terminate my work with the Lafayette County Board of County Commissioners and potentially bar me from submittals in the future.

_____

Signature

_____

Printed Name

_____

Company

RFP Number: SW County Road 300 Date: _____

*Florida Statutes Chapter 112.311(5) It is hereby declared to be the policy of the state that no officer or employee of a state agency or of a county, County, or other political subdivision of the state, and no member of the Legislature or legislative employee, shall have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature which is in substantial conflict with the proper discharge of his or her duties in the public interest.

RELATED PROGAM REQUIRED CONTRACT CLAUSES:

Execute the acknowledgement set forth below representing you have reviewed the attached mandatory contract clauses that shall be required for all submittals and included language in all agreements:

I, _____, an authorized representative on behalf of _____ (Entity) submitting this response to the Lafayette County Board of County Commissioners RFP SW County Road 300, herein acknowledge, consent and accept the following mandatory contract clauses in any and all 2023-2024 Hurricanes related consulting services agreement to be include but not limited to the following:

(SEE ATTACHED REQUIRED CONTRACT CLAUSES)

RELATED PROGRAM REQUIRED CONTRACT CLAUSES

1. Equal Employment Opportunity.

a) The contractor agrees to comply with the requirements of Chapter 760, Florida Statutes, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(6) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended.

b) If this contract is in excess of $10,000 and meets the definition of a "federally assisted construction contract" as provided in 41 C.F.R. § 60-1.3, the following shall apply to the contractor's performance under this contract:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

iii. 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 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.

iv. 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.

v. 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.

vi. 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.

vii. 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.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) 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.

For the purposes of this section, "federally assisted contract" means any agreement or modification thereof between any applicant and a person for work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

For the purposes of this section, "construction work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

2. Davis Bacon Act.

a) This section applies to all construction contracts in excess of $2,000.

b) In accordance with the requirements of the Davis Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction), the contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the contractor shall pay wages not less than once a week.

c) Award of this contract to the contractor is conditioned upon the contractor's acceptance of the current prevailing wage determination issued by the Department of Labor as provided in the solicitation for this contract.

3. Copeland Anti-Kickback Act.

a) This section applies to all contracts and subcontracts in excess of $2,000 for construction or repair.

b) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract. Specifically, the contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

c) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

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

4. Contract Work Hours and Safety Standards Act.

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

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

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

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

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

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

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

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

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

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

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

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

7. Debarment and Suspension.

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

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

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

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

8. Byrd Anti-Lobbying Amendment

Contractors who apply 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

9. Procurement of Recovered Materials.

a) In the performance of this contract, the contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery Act. The contractor shall make maximum use of products containing recovered materials that are EPA- designated items, as set forth in 40 C.F.R. Part 247, Subpart B, 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.

b) The requirements of this section apply to the purchase or acquisition of any procurement item where the purchase price of the item exceeds $10,000 or where the quantity of such item or of any functionally equivalent item purchased or acquired in the course of the previous fiscal year is $10,000 or more.

10. Section 3 Clause.

a) The work to be performed under this agreement is a project assisted under a program providing direct federal financial assistance from the U.S. Department of Housing and Urban Development (HUD) and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities to low- and very low-income persons residing in the metropolitan area in which the project is located.

b) The parties to this agreement agree to comply with the requirements of 24 C.F.R. Part 135, which implements Section 3. As evidenced by their execution of this agreement, the parties certify that they are under no impediment what would prevent them from complying with these requirements.

c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advertising the contractor's commitments under this Section 3 clause. The contractor shall post copies of this notice in conspicuous places at the worksite where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth the minimum number and job titles subject to hire, the availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each position, and the anticipated date the work shall begin.

d) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with the regulations set forth in 24 C.F.R. Part 135 and agrees to take appropriate action, as provided in the applicable provision of the subcontract, or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations set forth in 24 C.F.R. Part 135. The contractor shall not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 135.

f) Noncompliance with the regulations set forth in 24 C.F.R. part 135 may result in sanctions, termination of this agreement for default, and debarment or suspension from future HUD assisted contracts.

g) With respect to work performed in connection with Section 3-covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this agreement. Section 7(6) requires that to the greatest extent feasible, (i) preference and opportunities for training and employment shall be given to Indians, and (ii)

preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

11. **Compliance with Federal Law, Regulations, and Executive Orders.**
This is an acknowledgement that this contract is funded entirely or in part by federal funds. The contractor will comply will all applicable federal law, regulations, executive orders, Federal Emergency Management Agency, and Department of Housing and Urban Development policies, procedures, and directives, including, but not limited to:

a) The Housing and Community Development Act of 1974, as amended;

b) Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155), as amended;

c) Section 18 of the Small Business Act (14A U.S.C. § 647), as amended;

d) 44 C.F.R. § 206.191 (Duplication of Benefit), as amended;

e) Federal Register, Vol. 76, No. 221, November 16, 2011 (76 FR 71060): Clarification of Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees;

f) Public Law 114-223: Continuing Appropriations Act, 2017;

g) Public Law 114-254: Further Continuing and Security Assistance Appropriations Act, 2017;

h) HUD Federal Register Notice published at 81 FR 83254 dated November 21, 2016;

i) HUD Federal Register Notice published at 82 FR 5591 dated January 18, 2017; and

j) HUD Federal Register Notice published at 82 FR 36812 dated August 7, 2017.

k) Purchase of American-Made Equipment and Projects, requiring the contractor to assure that, to the greatest extent practicable, all equipment and products purchased with funds made available under the Agreement will be American-made. (2 CFR 200.322)

12. **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.

13. **Fraud and False or Fraudulent or Related Acts.**
The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

14. **E-Verify** Contract/RFQ must include Employment Eligibility Verification (E-Verify) requirements for subrecipients and its contractors, subcontractors, and consultants performing work or services pursuant to the CDBG-MIT sub recipient agreement use the E-Verify system to verify the employment eligibility of all new employees hired by the contractors, subcontractors, and consultants during the term of the contract.

15. **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.

16. **HUD's Green Building Standards** must be included as defined in the Allocation Notice published in the Federal Register on November 21, 2016 (81 FR 83254-83275).

17. Lafayette County will adhere to the MBE/WBE. (2 CFR 200.321)

ANTI-KICKBACK AFFIDAVIT

STATE OF _____

COUNTY OF _____

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

By:_____

Title:_____

Sworn and subscribed before this

_____day of_____, 2026

_____
Notary Public, State of Florida

_____
(Printed Name)

My commission expires:_____

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each submittal or offer exceeding $100,000)

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

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

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

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

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

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

Signature of Contractor's Authorized Official

_____

_____

Name and Title of Contractor's Authorized Official

_____

Date _____