Purchasing Department

Request for Proposals #02-27

Grant Administration Services for Community Development Block Grant- Disaster Recovery (CDBG-DR)

Santa Fe College invites you to submit a proposal for Grant Administration Services for Community Development Block Grant- Disaster Recovery (CDBG-DR) according to the terms and conditions described herein.
Thank you for your interest in Santa Fe College.

Program Name: Community Development Block Grant Disaster Recover (CDBG-DR) Rebuild Florida Infrastructure Repair Program; Funding Source: State of Florida, Department of Commerce; Authority: Disaster Relief Supplemental Appropriations Act, 2025;
Project: SF Gymnasium Facility Repair and Hardening Project

RFP #02-27: Grant Administration Services for Community Development Block Grants (CDBG-DR)

INFORMATION

Posting Date: September 3, 2026

Santa Fe College Purchasing Department Contact	Phil Carver Director of Purchasing & Auxiliary Services
Inquiry Deadline (see Section 1.5) Inquiries must be made through BidNet. Use the "Ask a Question" button within the BidNet platform (after registering). *NOTE: Unless specified otherwise in a College-issued addendum to this solicitation, requested changes to any conditions or specifications must be sent by the date in this section or they will not be considered.*	September 16, 2026, by 3:00 p.m. EST
Date Addendum to be Posted [If Necessary] (see Section 1.6) See https://www.bidnetdirect.com/florida/santafecollege	September 23, 2026
Submission Due Date (Closing Date and Time) (see Section 1.8)	October 7, 2026, 3:00 p.m. EST
Date, Time, and Location of Short-List Meeting (if necessary) (see Section 1.9)	TBD, 2026 (if needed) 9:00 a.m. 3000 NW 83rd Street, Room F-258; Gainesville, FL 32606 **(Vendors are not required to attend.)**
Date of Proposer Presentations and Scoring Meeting (see Section 1.10)	TBD **(Selected vendors will be notified)**
Date of Recommended Award (see Section 1.12)	November 2, 2026
Date of Board of Trustees Meeting (if necessary)	November 17, 2026 **(Awarded vendor is not required to attend.)**

Any changes to the above schedule will be posted in an addendum to this solicitation at https://www.bidnetdirect.com/florida/santafecollege

Submission Platform

BidNet is the College's platform to post and receive electronic bids (ITBs) and requests for proposals (RFPs). Registering at BidNet and responding to this solicitation is free for vendors.

For questions on how to use BidNet or any BidNet technical support, contact BidNet's support team at 800-835-4603, Option 2.

Questions about this solicitation must be asked through the BidNet Platform, but to provide the College with feedback on your experience with the BidNet platform, e-mail the College's Purchasing Contact (indicated at the top of the above chart).

Post Solicitation Submission Date Communications

Should the College change any calendar dates after bids or proposals are due (such as the award posting date), the changes will be posted in the solicitation's "Communication" tab on BidNet as well as on the College's website at https://www.sfcollege.edu/finance/purchasing/bids/.

If you are a person with a disability needing assistance or accommodation in order to participate in this solicitation process, please contact the Disabilities Resource Center at least 7 business days prior to the Closing Date by calling 352-395-4400 or visit https://www.sfcollege.edu/accessibility/ for more information.

Solicitation Acknowledgement (REQUIRED)

This page must be signed and included with your solicitation submission to Santa Fe College. Failure to do so will result in immediate rejection of your submission.

Solicitation RFP #02-27: Grant Administration Services for Community Development Block Grant- Disaster Recovery (CDBG-DR)

The undersigned hereby certifies that the response included herein is made without prior understanding, agreement, or connection with any person or business entity submitting a response for the same goods or services and is in all respects fair and without collusion or fraud.

The undersigned understands and agrees that by submitting a response that the entirety of the response is subject to Florida's Public Records Laws, Florida Statutes Chapter 119, and the submission, including any pricing included therein, will be considered a public record, unless exempt and/or confidential under the law. Sealed bids, proposals, and replies received by the College as part of competitive solicitation are subject to public disclosure consistent with Florida law (generally following the notice of intended award or 30 days after opening of the bid/proposal, whichever is earlier).

Confidential information shall include only information that is made exempt and/or confidential from disclosure by federal or Florida law. It is the responsibility of the bidder/proposal to invoke an exemption to disclosure. Should the bidder/proposer believe any information submitted to the College is protected from disclosure under Florida's public records law, including any materials that may be proprietary or a trade secret, the bidder/proposer **must clearly mark and identify to the College the information and provide evidence** of the statutory exemption under Florida law that is satisfactory to the College or obtain a protective order. Any item marked "Confidential" that is not accompanied by sufficient evidence of statutory exemption, or a protective order, shall be considered a public record and by signing below the bidder/proposer hereby agrees to this provision. The bidder/proposal's response and all work product prepared as part of this solicitation that is provided to the College will become the property of the College and the College has the right to use it for any reason.

The undersigned understands and agrees that any vendor-suggested changes and inquiries regarding this solicitation were due by the date shown on the solicitation information page (page 2), and that any vendor-required changes to the terms and conditions not already approved in an addendum issued by the College prior to the submission due date (page 2) will likely be rejected and may (in the College's complete discretion) result in the rejection of the entire submission.

The undersigned agrees to the above and agrees to abide by all terms and conditions of this solicitation and certifies that he or she is authorized to sign this submission on behalf of the individual or the business entity indicated below.

Bidder/Proposer Business Name

____

Business Address

____

Printed Name & Title of Authorized Signatory

____

Signature of Authorized Signatory (Please Sign & Date)

____

1.0: General Terms and Conditions

To ensure acceptance of your response to this solicitation, be sure to follow the instructions herein. By signing the Solicitation Acknowledgement, the bidder/proposer agrees to these General Terms and Conditions below. If any of these Terms and Conditions conflict with a later issued Purchase Order (PO) or resulting contract with the College for these goods or services, the conditions within the contract shall have precedence. **Any attempts by the bidder/proposer to alter these General Terms and Conditions shall be void and unenforceable, unless agreed to specifically in a written contract signed by the College and the bidder/proposer selected for award.** Any proposed changes must be submitted to the College by the Inquiry Deadline specified on Page 2.

1.1 DEFINITIONS

- **Agreement** shall refer to these General Terms and Conditions and the specifications herein required of the awarded vendor, as well as any contract, including applicable addendum, appendixes, exhibits, and any issued PO, resulting from this solicitation process.
- **Bidder/Proposer** refers to the individual or the business entity submitting a bid, proposal, or reply in response to this solicitation.
- **"BidNet"** and **"BidNetDirect"** both refer to the electronic solicitation website through which the College posts and receives responses to solicitations.
- **Board** refers to The District Board of Trustees of Santa Fe College, Florida who is a body corporate of the State of Florida with authority to enter agreements on behalf of Santa Fe College.
- **College** and/or **SF** refers to Santa Fe College.
- **Contractor** refers to the bidder/proposer whose response is selected for award, which may also be referred to herein as a vendor.
- **Response** or **Submission** refers to an individual or business entity's bid, proposal, qualifications, quote or offer submitted to the College in response to this solicitation.

1.2 SUBMITTAL DEADLINE

All responses must be submitted by the **Submission Due Date** (closing date/time) required on the above Information (see page 2) and as listed on the College's BidNet Direct webpage (https://www.bidnetdirect.com/florida/santafecollege). Offers sent by fax, e-mail, telephone, or hand delivery will not be accepted. If the event of any conflict between the submission due date stated above or what is listed online, the closing date/time listed on the College's BidNet Direct webpage will prevail as the deadline. It is the responsibility of the bidder/proposer to know the due date. The College WILL NOT accept late responses.

A bidder/proposal may modify or withdraw their response prior to the submission due date. Any response not withdrawn are considered an irrevocable offer made to the College valid for 120 days from the submission due date. This allows the College time to complete the solicitation process.

1.3 EXECUTION OF RESPONSE

The response must contain a manual or digital signature of an authorized representative of the bidder/proposer on the "Solicitation Acknowledgement" form (see page 4). Responses not submitted with the "Solicitation Acknowledgement" form, or if such form is submitted unsigned, shall be rejected. In addition to the Solicitation Acknowledgement form, the bidder/proposer must sign and submit to the College the documentation in the Appendixes included with this solicitation.

1.4 COSTS

The College is not liable for any costs incurred by a bidder/proposer in preparing and responding to this solicitation, including those for oral presentations, if applicable.

1.5 INQUIRIES & INTERPRETATIONS

Any questions concerning terms, conditions, and/or specifications shall **only** be directed via the College's BidNet Direct website no later than the Inquiry Deadline (see page 2). Failure to comply with this condition will result in bidder/proposer waiving the right to dispute the solicitation terms, conditions and/or specifications. Please reference the solicitation number in all inquiries. To ensure a fair process, any communication, whether made orally, in writing or sent electronically, by a bidder/vendor or someone on behalf of bidder/vendor to any College trustee, employee, instructor, department or division (other than to the Purchasing Department Contact and the Director of Purchasing & Ancillary Services) about this competitive solicitation or a proposed response or actual submission prior to award may be grounds for disqualification of such bidder/vendor and its submission.

The Purchasing Department may send inquiries to bidders/proposers for clarification of information, if necessary. Any clarifications received in writing shall be considered as part of the bidder/proposers' response. Failure to answer any clarifying questions sent may result in disqualification of bidder/proposer and its submission from recommendation or award.

Inquiries made after the Inquiry Deadline must be made by e-mail to the Purchasing Department Contact listed on page 2. No inquiry regarding specification interpretation may be made after the Inquiry Deadline. If you are not sure of the answer to a particular specification past the Inquiry Deadline, you may provide a response in your solicitation for both options. For example, if you're not sure if "Specification A" means to go right or go left, indicate both options in your response. So, in this case, if the answer is "left" then this is my response, but if the answer was "right" then this other response applies.

Post-award inquiries may be made via e-mail to the Purchasing Department Contact listed on page 2.

1.6 ADDENDA

Any addenda to this solicitation will be posted Santa Fe College BidNet Direct webpage (https://www.bidnetdirect.com/florida/santafecollege) by 5:00 p.m. EST on the date indicated on the Solicitation Information (see page 2) or in the addenda itself, if the College determines further addenda are necessary. **It is the bidder's/proposer's responsibility to assure that any addenda are received**. All addenda issued will become part of this solicitation document. Calendar changes (bid due date, award date, etc.) may be posted at any time if necessary (including after the first addendum is posted). It may be required that an addendum be signed and returned with the bidder's/proposer's response. Bidders/Proposers who do not sign addenda (if required) may have their entire response rejected.

1.7 PRE-SOLICITATION MEETING(S)

Pre-bid or pre-proposal conferences or inspections may be held to assist responders with understanding the specifications and/or viewing the relevant location(s). If such a meeting is designated as **Mandatory**, then only those who attend will be considered for final recommendation or award. Bidders/proposers are **strongly** urged to attend any non-mandatory pre-bid or pre-proposal conference as individual appointments to review specifications or locations will not be accepted.

1.8 SOLICITATION OPENING/DUE DATE AND TIME

Solicitation openings take place electronically through the College's BidNet Direct Webpage.

For an Invitation To Bid (ITB), where price is the determining factor, bidders' submissions and prices will be shown upon opening. It is the intent of the College to reveal all such bids publicly upon the due date/time or soon shortly thereafter. However, the lowest bid shown may not necessarily determine the award if qualifications and references need to be checked, if documentation needs to be reviewed/approved, if there is a protest, or any other bid requirements need to be verified/approved by the College. The official award will be posted on the date indicated in the bid through the BidNet platform.

For an Request for Proposal (RFP), Request for Qualifications (RFQ), and Invitation to Negotiate (ITN), no results of the submissions will be shared until completion of the evaluation process, which may include, as applicable, review by the Purchasing Department or an evaluation committee as to qualifications and references, review of submitted documentation, shortlisting, presentations, scoring, final ranking and recommendations and/or award by the Board or Board's designee. However, the list of vendors who submitted proposals will be posted shortly after opening.

Late responses will not be accepted.

1.9 SCORING MEETING

If this solicitation is a RFP, RFQ, or ITN, then a public scoring meeting may be held to determine the award recommendation or recommendation for negotiations. An evaluator or an evaluation committee for the College may review qualifications and determine if the proposal is responsive; and, if responsive, will evaluate for what is most advantageous and in the best interest of the College. The date, time, and location of the meeting will be specified on the above Information page (if known) or in an addendum. Should the date, time, or location of the scoring meeting change, it will be noted in an addendum (see 1.6). Proposers are not required to attend a scoring meeting.

1.10 PRESENTATIONS

A solicitation may require proposers to further elaborate on what they are offering in a presentation to the College or simply to answer evaluation committee questions. If oral presentations are required, the expected presentation days and times will be listed on the Solicitation Information (if known) or in an addendum. Any documents handed out by the proposer may be considered part of the proposer's response or reply at the discretion of the College. If any document or any other aspect of the presentation conflicts with the proposer's original response, the College may opt to use either the prior response or the presentation response as the College deems most favorable. Presentations may be held virtually, in whole in part, at the discretion of the College. Presentations are not open to the public, but they will be recorded and may later be subject to public disclosure in accordance with Florida law (F.S. §286.0113).

1.11 NEGOTIATIONS

For an RFP and RFQ, the College reserves the right to further negotiate terms either in minor conflict or not otherwise covered in the solicitation or response post-award (see Section 1.12) to create an Agreement with a top-ranked, awarded, or recommended awarded proposer(s). Any negotiations as part of an ITN shall be handled in accordance with the conditions of that ITN, which may vary. Negotiations are not open to the public. [Note that any non-negotiable terms (as determined by the College) in material conflict between this solicitation and proposer's response may be grounds for finding the proposer non-responsive, and their proposal rejected.] If only one qualified and responsive response is received, the College may purchase the goods or services under the best terms the College can negotiate, or the College may reject and/or re-open the solicitation.

1.12 AWARD

In the best interest of the College, the right is reserved to the Board, or those authorized by the Board, to make award(s) by individual item, group of items, all or none, or a combination thereof.

The College reserves the right (a) to waive technicalities, (b) to cancel the solicitation process at any time, (c) to solicit new offers, and/or (d) to reject (in whole or in part) any or all responses if are late, incomplete, not responsive, contain irregularities, do not comply with the these Terms and Conditions or the specifications or the scope of work, or the bidder/proposer is not qualified. Further, the College reserves the right to secure professionals' and expert advice in selecting the best response to meet the requirements of the College. (Any such expert advice shall in no way be associated with a business entity submitting a response). For a bid, the College's solicitation document and the awarded bidder's response, together with any issued PO and its incorporated terms, shall serve as the binding Agreement. In some cases, an award may be based on the top-ranked bidder/proposer and the College being able to agree on final contract terms. If for any reason the top-ranked bidder/proposer and College cannot agree on final contract terms, the College may elect to re-open the solicitation, cancel the solicitation, or award to the second highest-ranked bidder/proposer, and so on. If deemed by the Board (or those authorized by the Board) to be in the College's best interest, the College may enter into an Agreement with a Contractor. Some solicitations may have a multi-award.

In accordance with Florida Statutes §287.05701, the College may not request documentation of or consider a vendor's social, political, or ideological interests when determining if a vendor is a responsible vendor. The College will not give preference to a vendor based on the vendor's social, political, or ideological interests.

1.13 POSTING AND TABULATION

The posting of the final recommendation or award will be made on or about the date indicated on the above Information page (Page 2). The official posting will be on the College's BidNet Direct webpage (https://www.bidnetdirect.com/florida/santafecollege). As a courtesy, for a period of at least seventy-two (72) hours, the College will also post the final recommendation or award on the SF College Purchasing Office bulletin board (outside room F-042 in the Santa Fe College Alan J. Robertson Administration Building, 3000 NW 83rd Street, Gainesville, Florida, 32606), and on the SF Purchasing bids webpage. Solicitation files may be examined during the College's normal working hours by appointment. In accordance with Florida Statutes §119.071(1), the contents of all solicitations become public records and are available to public inspection when an award or recommendation to award is posted or 30 days after responses are open – whichever is earlier. However, if the College rejects all responses, and concurrently provides notice of its intent to reissue the solicitation, the responses shall remain exempt from disclosure until notice of an award or intended award concerning the reissued solicitation is made or 12 months has passed, whichever is sooner.

1.14 PROTEST

Failure to file a protest within the time prescribed in Florida Statutes §120.57(3), or failure to post the bond or other security required by law within the time allowed for filing a bond, shall constitute a waiver of a protest and the proceedings under Chapter 120, Florida Statutes. If a potential protestor desires to protest a decision or intended decision of the College, the protest must be submitted in accordance with Florida Statutes §120.57(3) which in part, requires delivery a notice of protest within seventy-two (72) hours of the College's posting per 1.13 above. A notice of protest and formal written protest must be in writing and timely delivered by mail, e-mail or hand delivery to the Director of Purchasing & Auxiliary Services, 3000 NW 83rd Street, Rm F-042, Gainesville, Florida, 32606. A protest received after 4:30 PM EST (M-F) or on weekends or College observed holidays or breaks will be considered received by the College on the next business day that the College is open. Failure to file a notice of protest or a formal written protest shall constitute a waiver of proceedings. It is the responsibility of the protestor to know and follow the procedures in accordance with the law.

In accordance with Florida Statutes §287.042(2)(c) or §255.0516, as may be applicable, the protestor shall post, at the time of filing the formal written protest, a bond payable to the College conditioned upon the payment of all costs which may be adjudged against the protestor in the administrative hearing and in any subsequent appellate court proceeding. In lieu of a bond, the College may, if authorized by law, accept a cashier's check or money order in the amount of the bond.

1.16 PRICES, TERMS, AND PAYMENT

Bidder/proposer prices shall include all packing, handling, shipping charges and delivery to the destination specified in this solicitation document. If a destination is not specifically stated, the destination is assumed to be the College's northwest campus located at 3000 NW 83rd Street, Gainesville, Florida. Bidder/proposer may reflect discounts for cash, net 10 or net 15 payment terms, or for prompt payment.

1.17 TAXES

Santa Fe College is tax-exempt and does not pay Federal Excise or State Sales Tax. Do not include these items on invoices. The applicable tax exemption number is shown on the PO. A copy of the College's tax-exempt certificate is available upon request.

1.18 MISTAKES

Failure to examine the specifications, delivery schedule, prices, extensions, and all instructions pertaining to any goods and services solicited herein will be at bidder/proposer's risk. In case of mistake in extension, the unit price will govern.

1.19 DELIVERY

Delivery time may become a basis for making an award. Unless an actual date is specified, deliveries shall be made to the College within 30 days from the date of receiving a College issued PO. Furniture orders shall be delivered within 90 days from the date on the PO. Unless otherwise agreed by both the College and the contractor or as specifically specified in the Agreement, deliveries to the College shall be within 8:30 a.m. - 3:30 p.m., Monday through Friday EST. Failure to deliver on time shall be grounds for default.

1.20 CONFLICT OF INTEREST

The College and its employees are subject to the provisions of Chapter 112, Florida Statutes. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in a tangible personal benefit from a firm considered for a contract. All bidders/proposers must disclose with their solicitation the name of any officers, director, or agent who is also an employee of Santa Fe College. All bidders/proposers must disclose any College employee who owns, directly or indirectly, any interest in the bidder’s/proposer's business or any of its branches. The bidder/proposer shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the College for any act or service which he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the bidder/proposer. No officer, agent, or employee of the College shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the College. The Contractor shall have no interest and shall not acquire any interest that shall conflict in any manner with the performance of the products or services required under this solicitation.

1.21 NON-CONFORMANCE TO CONTRACT CONDITIONS

Items may be tested by the College for compliance with specifications on its own or under the direction of the Florida Department of Agriculture and Consumer Services or by other appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Contractor shall deliver all goods and services to the College in a safe, efficient, and sanitary manner and warrants that will be free from defect and error and will conform to the specifications. If a good is found by the College to be defective or not confirm to this solicitation or the specifications, the College may terminate the Agreement, reject the good, and return the good to Contractor, at Contractor’s expense, for Contractor to replace or provide a credit for the returned good or other act as agreed by the College and the Contractor. Non-conforming goods not delivered as per delivery date required by the solicitation and/or the PO may result in Contactor being found in default, in which event any and all re-procurement costs may be charged against the defaulting Contractor. Any such violation of the Agreement may also result in the Contractor being prohibited from participating in future business with the College in accordance with the College’s rules and procedures.

1.22 SPECIFICATION DISPUTES

In case of any doubt or difference of opinions as to the goods or services to be furnished hereunder, the decision of the College’s Director of Purchasing & Auxiliary Services shall be final and binding on both parties. Bidders/proposers are strongly encouraged to seek clarification prior to the Inquiry Deadline (see page 2) if there are any questions (in accordance with Section 1.5).

1.23 GOVERNMENTAL RESTRICTIONS

In the event any governmental restrictions are imposed which would necessitate alteration of material, quality, workmanship, or performance of the items offered in this solicitation prior to their delivery, it shall be the responsibility of the Contractor to notify the College at once, indicating in the notice the specific regulation which required an alteration. The College reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the award or terminate the Agreement at no expense to the College. To the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.

1.24 LEGAL REQUIREMENTS

Bidder/Proposer and Contractor shall comply with all Federal, State, county, and local laws, ordinances, codes, rules, and regulations that in any manner are applicable and affect the goods and/or services covered in this Agreement including those concerning, but not limited to, federal and state safety standards, OSHA, Materials Safety Data Sheets, requirements on US-produced iron and steel, the Workers' Compensation Acts, and unemployment compensation. Bidder/Proposer/Contractor attest and affirms it is not a Foreign Principal, is not owned by government of a Foreign Country of Concern as defined in Florida Statutes §287.138, §112.22, and §288.860, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a controlling interest in the entity. Bidder/Proposer/Contractor affirm it is not listed as a scrutinized company and is not listed as a scrutinized company as defined or described in Florida law. Lack of knowledge by the Bidder/Proposer or Contactor will in no way be a cause for relief from responsibility.

1.25 COPYRIGHTS, PATENTS AND ROYALTIES

Contractor represents that any goods or services it provides to the College will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. The Contractor, without exception and its own expense, shall indemnify, defend, and save and hold harmless the College and its trustees, employees, and agents from claim, suite, or liability, including cost, attorneys' fees and expenses, brought against the College to the extent is based on or arises from alleged, whether rightful or otherwise, infringement by Contractor of third-party intellectual property rights in the performance of the Agreement or use of the goods or services provided by the Contractor, including any use granted to the College by Contractor in writing. If the Contractor uses any design, device, or materials covered by letters, patent, copyright, or other intellectual property rights, it is mutually understood and agreed without exception that the Contractor shall be responsible for all royalties or costs arising from the use of such design, device, or materials in any way involved with products or services provided by Contractor. College and Contractor will, to the extent reasonable, appropriate, and permitted by law, collaborate and cooperate when defending any suit brought against College in accordance with this section. College may, at its own expense, hire its own attorneys for any suit brought against the College.

1.26 ADVERTISING

Each party agrees not to use the other party as a part of any commercial advertising without prior written approval from such party's authorized representative, with respect to the College, from the College's Director of Purchasing & Auxiliary Services.

1.27 ASSIGNMENT

Any Agreement entered or PO issued pursuant to this solicitation and the monies which may become due hereunder may be assigned by Contractor with written notification to the College's Director of Purchasing & Auxiliary Services. However, any such assignment shall permit the College to terminate any ongoing Agreement for convenience with 30 days' notice if desired by the College.

1.28 LIABILITY (INDEMNIFICATION)

The awarded business entity (Contractor) agrees, by accepting the award of this solicitation, to the following:

Contractor hereby waives, releases, covenants not to sue, forever discharges, and AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS the District Board of Trustees of Santa Fe College, Florida and its trustees, employees, officers, and agents, (collectively, “College”) from any and all claims, liabilities, actions and causes of action for injury or death of persons or damages of any kind including those to any real or personal property, costs and/or expenses of any nature including attorneys’ fees and costs (collectively, “Claims”), resulting from the Agreement or arising out of or in any way connected with the use of the goods supplied by Contractor or the performance of the services by Contractor or its employees, principals, subcontractors, or agents, except to the extent that such is due solely and directly to the negligence of the College. Nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents, political subdivisions, and agencies to be sued; or (3) a waiver of sovereign immunity beyond the waiver of the amounts provided in Florida Statutes §768.28, as may be amended. This section shall survive the termination of all performance or obligations under the Agreement and shall be fully binding until such time as any proceeding brought on account of the Agreement is barred by any applicable statute of limitations.

1.29 ANTI-DISCRIMINATION CLAUSE

The Contractor shall not discriminate against any person on grounds of race, ethnicity, national origin, color, religion, age, disability, sex, pregnancy status, gender identity, sexual orientation, marital status, genetic information, political opinions or affiliations, veteran status, or other legally protected classes under the laws of the State of Florida or the federal government. For additional information on state and local nondiscrimination provisions please see the section 1.50 below on compliance. Inquiries regarding non-discrimination policies or concerns about discrimination or harassment, including concerns about sexual harassment or sexual violence under Title IX, should be directed to:

Civil Rights Compliance Officer and Title IX Coordinator
3000 NW 83rd Street, R-Annex, Room 113, Gainesville, Florida 32606
352-395-5950, Civilrights.compliance@sfcollege.edu

The Contractor agrees to comply with applicable provisions of other Federal and/or State laws and regulations, and follow applicable directives prohibiting discrimination, except to the extent that the Federal and/or State Government determines otherwise in writing. Bidders/proposers are encouraged to make good faith efforts to ensure that women- and minority-owned businesses are given the opportunity for maximum participation in the supply and/or construction of the proposal components.

1.30 AMERICANS WITH DISABILITIES ACT

The Contractor shall comply with the Americans with Disabilities Act. In the event of the Contractor’s noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, any agreement resulting from this solicitation may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts.

1.31 STATE LICENSING REQUIREMENT

All entities defined under Chapters 607, 617 or 620, Florida Statutes, seeking to do business with the College shall be on file and in good standing with the State of Florida’s Department of State.

1.32 PUBLIC ENTITY CRIME INFORMATION

As per Florida Statutes §287.133(2)(a), “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.” An entity or affiliate who has been placed on the discriminatory vendors list may not submit a response to provide goods or services to a public entity, may not be awarded a contract or perform work as a contractor, supplier, subcontractor or consultant under contract with any public entity and may not transact business with any public entity. If Contractor is placed on such list, Contractor shall notify the College immediately, and upon notice the PO will be considered void and the Agreement terminated. This provision also applies to bidders/proposers/contractors barred from doing business with the federal government as indicated on the sam.gov website.

1.33 COERCION FOR LABOR OR SERVICES

By submitting a proposal, the Contractor is attesting that it does not use coercion for labor services. The Contractor agrees to provide an affidavit to the College signed by an officer or a representative of the entity under penalty of perjury attesting that the entity does not use coercion for labor or services as defined in Florida Statutes §787.06, as may be amended.

1.34 UNAUTHORIZED EMPLOYMENT OF ALIEN WORKERS

The College does not intend to award publicly funded contracts to those entities or affiliates who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions as determined pursuant to Section 274A of the Immigration and Nationality Act.

1.35 RECORDS

All responses become the property of the College and will be a matter of public record subject to the provisions of Chapter 119, Florida Statutes.

1.35.1 PUBLIC RECORDS LAW: Under Chapter 119, Florida Statutes, the public has access to ‘public records, unless such records are exempt and/or confidential under the law. In accordance with Florida Statutes §119.0701, Contractor, *if and when acting on behalf of College as a contractor as defined therein,* shall:
1) Keep and maintain public records required by College to perform the service;
2) Upon request from College’s custodian of public records, provide College with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida law or as otherwise provided by law;
3) Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if Contractor does not transfer the records to College; and
4) Upon completion of the Contract, transfer, at no cost, to College all public records in possession of Contractor or keep and maintain public records required by College to perform the service. If Contractor transfers all public records to College upon completion of Contract, Vendor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to College, upon request from College’s custodian of public records, in a format that is compatible with College’s information technology systems.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT general.counsel@sfcollege.edu, ATTN: PUBLIC RECORDS, 3000 NW 83rd STREET, GAINESVILLE, FL 32606, (352) 395-5170.

If Contractor, who is found to be a *contractor* under F.S. §119.0701, receives a request to inspect or copy public records, Contractor will promptly notify College’s Public Records Custodian. Contractor acknowledges that its failure to comply with this provision with respect to public records shall be a breach of Contract. If Contractor fails to provide the public records in response to a request within a reasonable time, it may be subject to penalties imposed under F.S. §119.10, and costs of enforcement, including fees, under F.S. §119.0701 and §119.12.

1.35.2 AUDIT RECORDS: The Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the College under any agreement resulting from this solicitation, and agrees to provide a financial and compliance audit to the College or to the Office of the Auditor General and to ensure that all related party transactions are disclosed to the auditor. The Contractor agrees to include all record-keeping requirements on all subcontracts and assignments related to any agreement resulting from this solicitation. In the event to the College must comply with audit requirements due to the project's funding source, the Contractor agrees to assist the College with report/record submission applicable to the services.

1.35.3 RETENTION OF RECORDS: The Contractor agrees to retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media and documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the scope of work and all other applicable laws and regulations), pertaining to any Agreement resulting from this solicitation for a period of six (6) state fiscal years after all reporting requirements are satisfied for the certain grant/Project and final payments have been received, whichever period is longer. The Contractor shall maintain complete and accurate record keeping and documentation as required by the College and the terms of any agreement resulting from this solicitation. Copies of all records and documents shall be made available to the College upon request. Contractor shall allow access to records pertaining to the Agreement resulting from this solicitation during reasonable times (M-F 8am-5pm) to the College and the State of Florida Department of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives. All invoices and documentation must be clear and legible for audit purposes. For the duration of any Agreement resulting from this solicitation, all documents must be retained by the Contractor within the State of Florida. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the College's Inspector General and/or legal counsel for review. The Contractor shall cooperate with the College to facilitate the duplication and transfer of any said records or documents during the required retention period.

1.36 SEVERABILITY

The invalidity or unenforceability of any particular provision of this solicitation or any Agreement resulting from this solicitation shall not affect the other provisions hereof, and shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of the Agreement can still be determined and effectuated.

1.37 GOVERNING LAW AND VENUE

Any Agreement resulting from this solicitation is executed and entered into in the State of Florida and shall be construed, performed, and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida. Venue for any action in connection with this solicitation or any Agreement resulting from this solicitation shall be in a court of competent jurisdiction in and for Alachua County, Florida.

1.38 TERMINATION FOR CONVENIENCE

Unless otherwise stated herein or otherwise agreed to by the College and Contractor in any Agreement resulting from this solicitation, a purchase for goods or service from the Contractor by the College may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Upon notice, Contractor shall not incur any additional costs. Notice shall be delivered by e-mail (with verified receipt by the recipient) or certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

1.39 TERMINATION FOR CAUSE

Failure by either party to perform the material obligations described herein shall result in default or breach of the Agreement and shall be grounds for termination. Moreover, in the event of the Contractor's noncompliance with insurance requirements, nondiscrimination provisions, the Americans with Disabilities Act, or with any applicable Florida law or College rules, this Agreement, including any issued PO, may be canceled, terminated, or suspended in whole or in part by the College and the Contractor, at the College's discretion, may be declared ineligible for further agreements with the College.

Unless otherwise stated herein or otherwise agreed to by the College and Contractor in any Agreement resulting from this solicitation, in the event of a breach or default of the Agreement, the breaching party shall have seven (7) calendar days from written notice to cure such breach, unless a longer time is agreed to in writing by both parties or a shorter time is warranted under the public records law. Should the breaching party fail to cure said default or breach within the time prescribed, the Agreement shall terminate. In the event the Agreement is terminated, nothing herein shall prevent either party from seeking all remedies available to it.

Each party will be responsible for payment of any funds owed (prior to termination) within 30 days after termination. Interest may be charged on late payments at the maximum rate allowed by Florida law.

1.40 AVAILABILITY OF FUNDS

The obligations of the College under the award(s) from this solicitation are subject to the availability of funds lawfully appropriated annually for its purposes by the Legislature of the State of Florida. When funds are not available, at the determination of the College, the College may terminate the Agreement upon notice to Contractor.

1.41 FORCE MAJEURE

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Agreement resulting from this solicitation due directly or indirectly from acts of God, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, terrorism, strikes, or labor disputes.

1.42 VERBAL INSTRUCTIONS

No negotiations, decisions, or actions shall be initiated or executed by the bidder/proposer as a result of any discussions with any College employee. Only those communications that are in writing from the College's Purchasing Department Contact identified in this solicitation or the College's Director of Purchasing & Ancillary Services shall be considered a duly authorized expression on behalf of the College. Only communications from the bidder's/proposer's representative that are in writing will be recognized by the College as duly authorized expressions on behalf of the bidder/proposer. Following award, the College may designate another primary contact or department to communicate with the Contractor regarding the unsolicited goods and/or services.

1.43 [RESERVED]

1.44 COLLEGE RULES

Contractor understands and agrees to follow all current College rules and procedures that may apply to any service they perform for the College, including, but not limited to, College Rule 2.8 (Policy Prohibiting Discrimination and Harassment), Rule 2.12 (Prohibition Against Fraudulent or Other Dishonest Acts), and Rule 3.38 (Prohibition of Firearms and Weapons on College Premises). These rules and procedures, which may be changed from time to time, can be viewed at the College Rules website (www.sfcollege.edu/general-counsel/rules/html). Contractor further understands that Rule 2.8 prohibits sexual harassment, including sexual violence, as a violation of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681). Contractor and Contractor personnel must report any suspected sexual harassment, fraud or violence to the SF College Police

Department (352-395-5519) and the College's Civil Rights Compliance Officer and Title IX Coordinator (352-395-5950).

Florida law provides that any person who knows, or has reasonable cause to suspect, that a child is abused, neglected, or abandoned by a parent, legal custodian, caregiver, or other person responsible for the child's welfare shall immediately report such knowledge or suspicion to the Department of Children and Families Florida Abuse Hotline at 1-800-962-2873. More information about reporting abuse may be found online at https://www.myflfamilies.com. Additionally, Contractor understands that Florida law requires reporting suspected abuse of a child even when the alleged abuser is not the parent or caregiver of the child.

1.45 CHANGES TO AGREEMENT

Any changes to the resulting Agreement must be in writing and executed by authorized representatives of all parties, or by a College-issued change order and acceptance by Contractor.

1.46 CONFIDENTIALITY & PROPRIETARY INFORMATION

Bidder/Proposer/Contractor retains all rights for any copyrights and deliverables produced, unless otherwise agreed or those clearly conveyed to College. All goods or services provided to the College will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. Confidential information shall include only information that is made exempt and/or confidential from disclosure by federal or Florida law. It is the responsibility of the bidder/proposal/contractor to invoke an exemption to disclosure. Confidential or proprietary information provided by the bidder/proposer/contractor to the College must be clearly marked and identified by Contractor as being proprietary or confidential. Any item marked "confidential" that is not accompanied by sufficient evidence of statutory exemption, or a protective order, shall be considered a public record. Confidential information shall include only information that is made exempt from disclosure by Florida Statute. Each party agrees to protect confidential information disclosed to the other party and will take reasonable action required to protect the disclosing party from damages arising out of the disclosure of information or property in violation of this provision. If either party believes any information submitted is protected from disclosure under Florida's public records law, the disclosing party **must provide evidence** of a statutory exemption under Florida law that is satisfactory to the other or obtain a protective order. This solicitation and proposer's response, including any pricing contained therein, is generally not considered confidential.

1.47 E-VERIFY

To the extent that Contractor meets the definition of "contractor" in Fla. Stat. § 448.095(1)(b), Contractor shall comply with Fla. Stat. § 448.095 and this section. Contractor and its subcontractors, if any, will register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor will provide appropriate evidence of enrollment to College upon request. Contractor will require each subcontractor, if any, to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor will maintain a copy of such affidavits for the duration of its contract with College. If the College, the Contractor, or a subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Fla. Stat. § 448.09(1), it shall terminate the contract with that person or entity. This termination is not a breach of contract and may not be considered as such. Contractor will be liable for any additional cost or expense incurred by College as a result of such termination of a contract. If College has a good faith belief that a subcontractor knowingly violated this section, but the Contractor otherwise complied with the relevant law, College will promptly notify the Contractor and direct the Contractor to immediately terminate the contract with the subcontractor.

1.48 FERPA

In accordance with the Family Educational Rights and Privacy Act (FERPA), 20 USC 1232g et seq., 34 CFR Part 99, and Florida Statutes §1002.225 and §1006.52, should the Contractor be deemed to have a legitimate educational interest in accessing a student's educational records, the Contractor and Contractor's employees shall comply with the non-disclosure and other requirements of all applicable laws and regulations. Contractor shall not use or disclose confidential student information received from or on behalf of the College (or its students) except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by the College (or its students). Contractor agrees not to use confidential student information obtained from the College for any purpose other than the purpose for which the disclosure was made.

1.49 INDEPENDENT CONTRACTORS

The relationship of College and Contractor is that of independent contractors. Personnel of both parties are neither agents nor employees of the other party for federal tax purposes or any other purpose whatsoever and are not entitled to any employee benefits of the other party. The representations, opinions, and views of the Contractor shall not be construed to be those of the College.

1.50 COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that state or federal financial assistance is, in whole or in part, intended to be used to fund the Project and the Agreement for services resulting from this solicitation. If and as applicable, Contractor agrees to comply with the requirements of the governmental funding entity and to cooperate with the College regarding any required record keeping, funding reporting and auditing requirements. The Contractor will comply will all applicable federal law, regulations, executive orders, granting agency policies, procedures, and directives, as may be amended and including those not yet entered.

The College abides by the following laws, as amended, and the Agreement resulting from this solicitation will require the awarded contractor to agree to all applicable provisions of the same: Title VI of the Civil Rights Act of 1964; Section 109 of the Housing and Community Development Act of 1974, Title 1; Title VII of the Civil Rights Act of 1968 (Fair Housing Act); 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974, Title I; Section 104(b)(2) of the Housing and Community Development Act of 1974; Section 504 of the Rehabilitation Act of 1973 and 24 part 8; Americans with Disabilities Act of 1990 (ADA); and the Age Discrimination Act of 1975. Due to the funding source, the work to be performed under this contract may be subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3) and 24 CFR part 75, which implement Section 3; the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*) and laws which prohibit discrimination by public and private entities on in employment, public accommodations, transportation, state and local government services and telecommunications. The awarded contractor must certify that it and any subcontractors that it hires will abide by the Equal Employment Opportunity (EEO) Laws of the United States.

By submitting a proposal, the proposer acknowledges that the Federal Contract Provisions (see Appendix C), where applicable by their terms or dollar thresholds, are intended to supplement and be incorporated into the awarded Agreement/PO and are in addition to the College's general terms and conditions. In the event of any conflict between the Agreement and the following, the requirements of 2 C.F.R. §200.326 and 2 C.F.R. Part 200, Appendix II prevail.

Federal Contract Provisions

A. TERMINATION: In accordance with 2 CFR App. II to Pt. 200, College shall have the right to terminate Agreement with Contractor for convenience upon no less than 30 days written notice to Contractor. Failure by either party to perform the material obligations described in the Agreement shall result in default or breach of the Agreement and shall be grounds for termination for cause. In the event of the Contractor's noncompliance with nondiscrimination provisions this shall also be grounds for termination for cause. In the event of a breach or default of the Agreement, the breaching party shall have at least thirty (30) days from written notice to cure such breach. Should the breaching party fail to cure said default or breach within the time prescribed, the

Agreement shall terminate. In the event the Agreement is terminated, nothing herein shall prevent either party from seeking all remedies available to it. Upon receipt of such notice of termination, Contractor shall be entitled to payment only for those goods received by College or services properly performed for College prior to the date notice of termination is received or effective.

B. AVAILABILITY OF FUNDING: In accordance with 2 CFR App. II to Pt. 200, as applicable, the performance of College of any of its obligations under the Agreement utilizing federal or state funds shall be subject to and contingent upon the availability of funds appropriated by federal or state government or otherwise lawfully expendable for the purpose of the Agreement for the current and future periods. College will provide notice to Contractor of the nonavailability of such funds and the intent to terminate the Agreement when College has such knowledge. On receipt of such notice, Contractor shall be entitled to payment only for those goods received by College or services properly performed for College prior to the date notice of termination is received or effective.

C. NON-DISCRIMINATION: Contractor shall comply with all applicable federal law, regulations, executive orders, and Federal awarding agency policies, procedures, and directives, including but not limited to, Title VII of the 1964 Civil Rights Act, Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975 and Americans with Disabilities Act of 1990, as may be amended.

D. NO OBLIGATION BY FEDERAL GOVERNMENT: The federal government is not a party to this Agreement 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 this Agreement.

E. SUSPENSION AND DEBARMENT: (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions. This Agreement will be considered void should the Contractor be listed on the SAM exclusions list at any time during the solicitation process or during the term of the Agreement. See also Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235).

F. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES: Contractor will not employ technology or services from any vendor subject to any Federal Acquisition Regulation that prohibits contracting with Entities Using Certain Telecommunications and Video Surveillance Services or Equipment currently in force. Contractor represents and warrants that no part of the equipment, services or systems provided to the College hereunder uses or consists of covered telecommunications equipment or services (as defined by 2 CRF §200.216) as a substantial or essential component of any equipment, service or system provided, or as a critical technology as part of any system provided. Should any such equipment or services be provided by Contractor without specific written College approval, the contractor will, at its cost, remove such equipment and replace it with permitted equipment acceptable to College. Contractor will inform College if any product specified herein violates any such regulation.

G. VIOLATION OF TERMS: For purchases over $250,000, should Contractor violate or breach Agreement terms and fail to cure such violation or breach within a reasonable period, College may choose to terminate this Agreement without penalty.

H. 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 an agreement 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.

I. PROCUREMENT OF RECOVERED MATERIALS: If purchase is over $10,000 and as applicable, Contractor shall in performance of this Agreement make maximum use of products containing recovered materials that are EPA-designated items, unless the product cannot be acquired- competitively within a timeframe providing for compliance with the Agreement performance schedule; Meeting Agreement performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended.

J. ACCESS TO RECORDS: Contractor agrees to provide SF, the federal awarding agency, the Comptroller General of the United States, the Treasury Office of Inspector General, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Contractor agrees to provide the federal awarding agency administrator or authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement. In compliance with §1225 of the Disaster Recovery Reform Act of 2018, College and Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the Federal awarding agency administrator or the Comptroller General of the United States. Records must be maintained in accordance with the State of Florida General Records Schedules, as applicable.

K. EQUAL EMPLOYMENT OPPORTUNITY: Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) & 60-741.5(a). For a federal assisted constructed contract (41 CFR Part 60), the following applies. (1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. Contractor will post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) 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) 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) 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) 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 Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement 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 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) Contractor will include the portion of the sentence immediately preceding (1) and the provisions of subsections (1)-(8) of this paragraph in every subcontract or PO 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. 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 Agreement. 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 Agreement or Agreement 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.

L. DOMESTIC PREFERENCES FOR PROCUREMENTS: As appropriate, and to the extent consistent with law, Contractor shall, 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. Contractor represents and warrants that all of the iron, steel, aluminum, cement and other manufactured goods used in the project will be produced in the United States.

M. SEAL, LOGO, AND FLAGS: Contractor shall not use federal or state agency seal(s), logos, crests, or reproductions of flags or likenesses of federal or state agency officials without specific pre-approval. Contractor shall, as required by the funding entity, include acknowledgments that financial assistance will be used to fund all or portion of the Agreement.

N. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS: 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 Agreement.

O. DAVIS- BACON ACT: When required by federal program legislation and if applicable to this Agreement, Contractor agrees that all transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act, (as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 42424240 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. If applicable, Contractor will comply with the provisions of 29 C.F.R. 5.5(a)(1)-(10), which is incorporated herein if applicable, and require inserted or incorporation by reference into subcontracts.

P. COPELAND ANTI-KICKBACK ACT: When required by federal program legislation and if applicable to this Agreement: (1) The Copeland "Anti-Kickback Act" prohibits each contractor or subcontractor from any form of inducing or persuading, by any means, a person employed in construction, completion, or repair of public work to give up any part of their compensation to which he or she is otherwise entitled. Contractor shall comply with the Act (40 U.S.C. § 3145, 18 U.S.C. §874), and as supplemented by the Department of Labor regulations as applicable (29 C.F.R. Part 3), which are incorporated by reference into this Agreement. (2) Contractor or subcontractor shall insert in any subcontract the clause above and such other clauses as the Federal awarding agency 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 lower tier subcontractor with these contract clauses. (3) A breach of the clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R.§5.12.

Q. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

R. CLEAN AIR ACT: If Agreement not to exceed amount is in excess of $150,000: 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. Contractor agrees to report each violation to College and understands and agrees that College will, in tum, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by the federal awarding agency.

S. FEDERAL WATER POLLUTION CONTROL ACT: If Agreement not to exceed amount is in excess of $150,000: 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. Contractor agrees to report each violation to College and understands and agrees that Collete will, in tum, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by the federal awarding agency.

T. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352: 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 federal awarding agency. If applicable, Contractor must sign and submit a certification to the College. Bidder/proposal shall submit to the College a "Certificate Regarding Lobbying" (see Appendix B) along with any response to a bid or propose for award of $100,000 or more.

U. CERTIFICATION REGARDING LOBBYING: If applicable, Contractor must review and agree to a Certification Regarding Lobbying and provided copy to College (44 CFR Part 18). Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

V. CONFLICT OF INTEREST: By accepting the PO or entering the Agreement with College, Contractor, by and through its authorized representative, has to the best of it, his or her knowledge and belief, certifies, as applicable, that no employee, officer, agent, or board member of The District Board of Trustees of Santa Fe College, Florida with a real or apparent conflict of interest participated or will participation in the selection, award or administration of the instance federal award-supported contract. (2 CFR 200.318(c); 24 CFR 570.489(h)). Contractor will disclose in writing any potential conflict of interest to the funding federal agency or the College in accordance with established federal agency polices. Contractor will comply with the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), as applicable and as may be amended.

2.0 Overview/Specifications

The District Board of Trustees of Santa Fe College, Florida issues this request for proposal (RFP) from interested individuals, firms, and other business entities to conduct grant administration services, as described throughout this RFP, for and related to the design and construction of the Santa Fe College Gymnasium Facility Repair and Hardening Project ("Project"). Grant funding is being provided to the College for the Project to address critical damage sustained to the gymnasium facility during a hurricane and to ensure the facility is safe, functional, and resilient against future disaster events. The Project will be or is anticipated to be funded through and subject to Community Development Block Grant- Disaster Recovery (CBDG-DR) funding through the State of Florida, Department of Commerce. The funding is not to exceed $5,000,000, but is subject to availability of funds. The grant administration services to assist the College which will includes a variety of routine and complex technical and professional elements, coordination and support to keep the College in compliance with the funding source and applicable federal and state laws, regulations, and procedures. The Grant Administrator will work under the direction of the Board of Trustees and designated College officials.

As a result of this RFP, the College will select the most qualified contractor with whom to commence contract negotiations. If negotiations are successful, the College will enter into an Agreement for services. The Agreement will be subject to contract provisions prescribed by the funding entity, and the selected contractor will be required to comply with all applicable federal, state, and local laws, rules and regulations, as now in effect and as may be amended from time to time, including applicable CDBG-DR regulations and guidelines.

2.1 Project Description

The selected Grant Administrator will provide grant administration services to the College for the purpose of administering the CDBG-DR grant (number MS-002) and other grants or funds required to complete the Project. The selected Grant Administrator will be expected to provide full services associated with the administration, monitoring, reporting, and record keeping requirements associated with the CDBG-DR program and activities, which includes but is not limited to all necessary tasks associated with reporting and record keeping, including those with the Labor Standards and Compliance as required by the CDBG-DR reporting regulations, and with the Environmental Assessment (EA) as outlined in the CDBG-DR Grant Management Handbook. Working in conjunction with the College Staff and the CDBG-DR Project Manager, the Grant Administrator will finalize and formalize the EA documentation, as necessary.

The selected Grant Administrator will be expected to have the capacity to ensure all the services and tasks are submitted/completed in a timely manner and without delay. This project timeline is limited and the selected Grant Administrator will be expected to meet benchmark deadlines. The selected Grant Administrator must have all current licenses and permits required for the services and must meet the College's expectations for collaboration and productivity.

2.2 Process

The contract shall be awarded with reasonable promptness to the qualified individual or business entity that submits a proposal that is most advantageous to College and whose proposal meets the requirements and criteria set forth in this Request for Proposals.

The College reserves the right to waive any informality in bids and to make an award in whole or in part when either or both conditions are in the best interest of the College.

Once a final selection has been made, the College and chosen Grant Administrator will work jointly to refine a detailed scope of work and a Agreement for services. Grant specifications may be reviewed online.

2.3 Content of Proposals

Responses to this RFP must be complete, timely and submitted in conformance with specifications, including all items below:

1. Describe your grants' administration background and history, including the number of years in business and scope of services currently provided to clients.
2. Describe your experience and current practice in providing grants administration, services to governmental entities, including the names of current or recent government clients. This section should also include a description of any CDBG programs you have administered, acknowledging your understanding of the specific requirements related to this type of grant.
3. Describe your understanding and experience to support the Environmental Assessment (EA) process.
4. Describe the workload capacity of your firm. Include any limitations you would foresee in your firm's ability to manage certain times of work or work capacity limitations.
5. Provide certification in your proposal that you/your firm is not presently debarred or otherwise ineligible from participating in the project.
6. Provide three (3) client references from the public sector.
7. State any potential conflict(s) of interest you may have in providing services outlined in this RFP.
8. Provide a proposed hourly rate schedule, including all fees, support staff wages, where applicable, and any other supporting costs.
9. Provide an example of a public webpage you have administered, dedicated to CDBG-DR funded activities, and explain the steps it took to make it successful.
10. Provide any other information you believe is relevant or important to your response.

3.0 Award/Evaluation Criteria

The College may shortlist proposers for interviews and request expanded proposals.

The College reserves the right to accept or reject any and all proposals and to waive any and all technicalities in proposals received. The College shall consider responses to the information specified herein and other information presented within the RFP response, as well as the responses of one or more references for the proposers.

In connection with the evaluation, the College may, at its option, invite one more applicant for an interview at a time and location to be announced and may require the submission of supplemental material intended to substantiate or clarify information previously submitted. The College also reserves the right to investigate proposers through publicly available means. Proposers MUST agree to all of the conditions listed is this RFP and any addenda. Any concerns regarding these criteria must be addressed prior to or at the inquiry deadline.

Proposals from interested individuals and entities with prior experience in assisting educational institutions or other governmental entities with the implementation of Community Development Block Grant (CDBG) programs are desired, but not required. Proposer must have all current licenses and permits required for all of the particular services for which they will be hired.

The College will evaluate and determine the most favorable proposal based on the following factors:

Total Points Available: 100

Qualification Factor	Point Value
Firm Qualifications and Experience	**25**
Staff Qualifications and Experience	**15**
Project Approach and Understanding	**25**
Pricing	**20**
References and Past performance	**15**

Firm Qualifications and Experience: Max points - 25

- **Depth of Organizational Experience** — Extent to which the firm demonstrates successful delivery of grants administration services for higher education institutions, public agencies, or comparable organizations.
- **Relevant Project Portfolio** — Quality and relevance of past projects, including experience with federal, state, and private grant programs.
- **Organizational Capacity** — Adequacy of staffing levels, internal controls, and infrastructure to support timely and compliant grant management.
- **Certifications and Professional Standards** — Presence of relevant industry certifications (e.g., GPC, CPA, PMP) and adherence to recognized grants management standards.

Staff Qualifications and Experience: Max points - 15

- **Key Personnel Expertise** — Qualifications, education, and experience of proposed project leads and grant managers.
- **Experience with Similar Projects** — Demonstrated success managing grants of similar size, complexity, and funding sources.
- **Staffing Plan and Availability** — Clarity of roles, responsibilities, and availability of assigned staff to meet project timelines.
- **Professional Development and Retention** — Evidence of ongoing training, low turnover, and continuity planning.

Project Approach and Understanding: Max points – 25

- **Understanding of Scope and Requirements** — Demonstrated comprehension of the College's grant portfolio, compliance obligations, and operational environment.
- **Methodology and Work Plan** — Clarity, feasibility, and thoroughness of the proposed approach to pre-award, post-award, reporting, monitoring, and closeout activities.
- **Compliance and Risk Management** — Proposed strategies for ensuring adherence to federal and state regulations, including 2 CFR 200, audit readiness, and internal controls.
- **Communication and Collaboration Plan** — Quality of proposed communication protocols, reporting structures, and stakeholder engagement processes.
- **Innovation and Value-Added Services** — Use of technology, tools, or processes that enhance efficiency, transparency, or compliance.

Pricing: Max points – 20

- **Cost Competitiveness** — Reasonableness of pricing relative to market rates and scope of services.
- **Transparency of Pricing Model** — Clarity of cost breakdowns, hourly rates, deliverable-based fees, or subscription models.

- **Alignment with Scope** — Whether proposed costs align with the level of effort and resources required.
- **Long-Term Value** — Assessment of overall value, including potential cost savings, efficiencies, or bundled services.

References and Past performance: Max points - 15

- **Quality of References** — Strength and relevance of references from similar institutions or projects.
- **Documented Performance** — Evidence of successful grant administration outcomes, compliance history, and audit results.
- **Responsiveness and Reliability** — Feedback regarding timeliness, communication, and problem-solving.
- **Sustained Client Relationships** — Length and stability of past client engagements.

4.0 Submittals

All proposers must submit the following information in the sections as required below. Proposers who fail to include the information requested may be deemed non-responsive.

Award shall be made to the proposer whose proposal is determined to be the best based on the criteria set forth in this RFP and at the sole discretion of the College.

All submissions shall become public records available for review by the public at the conclusion of the process as required by law. Vendors who consider any of the information that must be submitted as a trade secret or otherwise confidential should consider not submitting a proposal, as any and all information contained in proposals will be discussed openly at the public evaluation meeting.

You must submit the following for your bid/proposal to be considered:

1. A signed Solicitation Acknowledgement Form (Page 4).
2. Any Addenda that require a signature
3. General Company Information/Portfolio

Proposer must provide a company portfolio with the following:

4. Describe your grants' administration background and history, including the number of years in business and scope of services currently provided to clients.
5. Describe your experience and current practice in providing grants administration, services to governmental entities, including the names of current or recent government clients. This section should also include a description of any CDBG programs you have administered.
6. Describe your understanding and experience to support the Environmental Assessment (EA) process.
7. Describe the workload capacity of your firm. Include any limitations you would foresee in your firm's ability to manage certain times of work or work capacity limitations.
8. Provide a certification in your proposal that you/your firm is not presently debarred or otherwise ineligible from participation in the project.
9. Provide three (3) client references from the public sector.

10. State any potential conflict(s) of interest you may have in providing services outlined in this RFP.
11. Provide a proposed hourly rate schedule, including all fees, support staff wages, where applicable, and any other supporting costs.
12. Provide an example of a public webpage you have administered, dedicated to CDBG-DR funded activities, and explain the steps it took to make it successful.
13. Provide any other information you believe is relevant or important to your response.

14. Section 5.0 Price Sheet

    Do not create your own price sheet or submit your own "work to be performed" list. The specifications herein shall govern. If you are not able to accept the specifications herein, you must raise any concerns prior to the inquiry deadline. Failure to follow these steps may result in your proposal being rejected or will result in a lower score.

15. Section 6.0 Contact Information

16. Appendix B: Certification Regarding Lobbying – See Section 1.50

17. Appendix C: Affidavit Regarding the Use of Coercion for Labor and Services

You may submit the following as well, if applicable:

1. Appendix A: Drug-Free Workplace Statement

Please submit all of the above in one PDF document through the BidNet online platform. Be sure to sign the Submission Acknowledgement Form and any addenda that requires a signature. Electronic signatures are acceptable.

5.0 Price Sheet

Summary Price Table (Required)

Labor Category / Role	Description of Duties	Hourly Rate ($)
Senior Grant Administrator / Project Lead	Oversight, compliance review, high-level coordination	$
Grant Manager	Day-to-day post-award management, reporting, monitoring	$
Pre-Award Specialist	Proposal development, budget creation, submission support	$
Compliance Specialist	2 CFR 200 compliance, audit prep, internal controls	$
Financial Analyst	Grant accounting, drawdowns, reconciliations	$
Environmental Specialist	Impact analysis, compliance, mitigation planning	$

6.0 Contact Information

Provide a contact person to which all College communications regarding this solicitation should be directed.

PRINT CLEARLY OR TYPE

Contact Name: ____

Title:__________________________________

Phone: ___________________________________

E-mail: ___________________________________

APPENDIX A: DRUG-FREE WORKPLACE PROGRAM STATEMENT

In accordance with Section 287.087, Florida Statutes, whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received, preference must be given to vendors who have implemented a drug-free workplace program. By submitting this statement, the bidder/proposer certifies that it has a drug-free workplace program. Due to the funding source, this is not only in accordance with Florida law, but to ensure compliance with with drug-free workplace requirements and applicable parts of the Drug-Free Workplace Act of 1988. The following list what is required for a business to have a drug-free workplace program:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee, engaged in providing the commodities or contractual services that are under bid, a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, 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 contendere 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. Impose a sanction on, or require 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. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I hereby certify that this business complies fully with the above requirements and has implemented a drug-free workplace program.

SIGNATURE ____

TITLE ____ **DATE** _________________________

APPENDIX B: CERTIFICATION REGARDING LOBBYING

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

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.

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 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

APPENDIX C: AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES

Vendor ____

Vendor FEIN _________________________________ Vendor Phone ___________________________________

Section 787.06(14), Florida Statutes requires all non-governmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the non-governmental entity under penalty of perjury that the non-governmental entity does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of the above named vendor, I, the undersigned who is officer or representatives of the above named vendor, certify and attest under penalty of perjury that the vendor does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Further, I attest, under penalties of perjury, on behalf of such vendor that the vendor (1) is not on a scrutinized companies list or otherwise meet criteria in F.S. §287.135 and §287.138 and (2) is not a Foreign Principal or owned by a government of a Foreign Country of Concern, as defined in Florida Statutes, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a controlling interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By:____

Printed Name and Title ____