

TAKEOVER AGREEMENT

THIS TAKEOVER AGREEMENT is made and entered into this 11th day of January, 2021, by and between the Hernando County Board of County Commissioners ("Owner") and Western Surety Company ("Surety") (collectively the "Parties").

WITNESSETH:

WHEREAS, D.A.B. Constructors, Inc. ("D.A.B.") contracted with the Owner (the "Contract") for the Taxiway "A" Rehabilitation Project, ITB No. 19-CG0119/BK in Hernando County, Florida (the "Project"), the terms of which are incorporated herein; and

WHEREAS, Western Surety furnished Performance Bond No. 30075259 (the "Performance Bond") with a penal sum of \$5,754,695.04, with D.A.B. as principal and Owner as obligee for the Project; and

WHEREAS, on July 28, 2021, D.A.B. sent to the Owner a Letter Invoking Surety Performance and Directions Regarding Future Payments ("Default Notice") stating that it is financially unable to perform or complete the performance of the work, authorizing Surety to take over and complete the Project, and directing any and all payments due or to become due of any kind or nature on account of the Project be made payable to Western Surety; and

WHEREAS, Owner acknowledges receipt of such Default Notice and agrees to act consistent with it; and

WHEREAS, the remaining Contract Balance as of the date of the Default Notice is \$ 2,552,249.40, including withheld retainage, and Owner continues to withhold those sums for the completion of the Contract; and

WHEREAS, on September 10, 2021, Surety received a proposal to complete the Project (the "Proposal") from Civil Site Constructors, Inc. ("Completion Contractor"); and

WHEREAS, Surety and Completion Contractor intend to enter into a Completion Agreement to complete the remaining work on the Project (the "Completion Agreement"); and

WHEREAS, Owner and Surety have agreed in good faith to compromise, settle and satisfy any and all claims, demands and disputes between them arising out of or relating to the Contract, Project and the Performance Bond.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and undertakings hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Incorporation**. Each of the above recitals are true and correct and are incorporated into this Agreement as if fully set forth herein. The Performance Bond and Contract, including all

plans, specifications and other Contract Documents, are incorporated by reference and are made a part of this Agreement. Additionally, Sections V and VIII of the bid solicitation for Contract No. 19-CG0119/BK - Taxiway "A" Rehabilitation, which contain the contract provisions required by the Federal Aviation Administration, are attached hereto as Composite Exhibit "A" and are hereby incorporated as if fully set forth herein.

2. Performance of the Work. The Surety agrees to arrange for the performance and completion of the Contract, including any and all agreed written amendments and/or change orders thereto, in accordance with the terms and conditions of this Agreement and the Contract. Owner acknowledges that Surety is acting in its capacity as the Surety for D.A.B. in arranging for the performance and completion of the Contract, and not as a Completing Contractor, and that the Surety is not assuming any obligations or liabilities beyond those set forth in the Performance Bond. As to the performance and completion of the Contract, except as otherwise specifically provided to the contrary in this Agreement, the Surety is entitled to all rights, title and interest of D.A.B. in and to the Contract.

3. Completion Contractor. Owner acknowledges that Surety has arranged for the completion of the Contract pursuant to a completion contract and that Surety has selected Civil Site Constructors, Inc. Owner hereby consents to Surety's selection of Civil Site Constructors, Inc. as Completion Contractor. Surety reserves the right, in its sole discretion, to terminate or alter its agreement with Completion Contractor, or to engage in a new or supplemental completion contractor to perform or complete the Contract. The Completion Contractor shall be subject to the terms and conditions of the Contract as if it had originally executed it, except to the extent otherwise provided in this Agreement. Insurance obligations under the Contract will be deemed met upon Surety or Completion Contractor providing satisfactory evidence of the required insurance coverage under the Contract, with Surety and Owner being named as additional insureds under the policy or policies.

4. Contract Balance. The Owner and Surety agree that as of the date of this Agreement:

- (a) The total authorized amount of the Contract, including all additions and deductions, is \$ 7,626,069.06.
- (b) D.A.B. has been paid the sum of \$ 5,073,819.66.
- (c) The "Contract Balance" shall be hereinafter defined as the sum of \$ 2,552,249.40 (subsection (a) minus subsection (b)). The Contract Balance shall be adjusted as a result of any change order executed by the Parties after this Agreement.
- (d) Owner is currently holding the sum of \$ 0.00 in Retainage pursuant to the Contract, which sum is included in the Contract Balance. Owner agrees to pay the outstanding Retainage amount of \$ 0.00 to Surety within 10 days of the execution of this Agreement.
- (e) Pending or unapproved requested change orders/supplemental agreements total \$ 10,373.35(For Gopher Tortoise Removal)

- (f) Owner represents that to the best of its knowledge and ability based upon the records available to it, the Contract Balance defined herein is accurate. Surety reserves the right to confirm the accuracy of this balance. The Surety's sole remedy against Owner for breach of this representation is payment by Owner to Surety of any additional amount due.

5. Payment of Contract Balance and Cost to Complete. Owner agrees that the Contract Balance is solely dedicated to and shall be paid to Surety for completion of the Contract in accordance with the Contract and this Agreement. Owner shall pay Surety the Contract Balance as work is completed subject to the terms and conditions of the Contract, except as provided herein. Owner agrees it shall not hold further retainage from the date of this Agreement. Payment of the Contract Balance shall not be delayed or withheld for any of the following reasons:

- a) claims, liens, suits or demands by D.A.B., or its legal representatives, creditors, Trustees in Bankruptcy successors or assigns; or
- b) claims, liens, suits or demands by any person or entity furnishing labor, equipment or materials to D.A.B. on this or any other project; or
- c) any claims by the Owner against D.A.B. and/or Surety; or
- d) pursuit by Surety of any claim against the Owner.

Upon submission of proper payment requests, the Owner shall timely pay Surety the Contract Balance. Owner recognizes that Surety is subrogated to the D.A.B.'s rights under the Contract, including the right to receive progress and final payments, and the right to seek additional compensation or damages where appropriate under the Contract and arising after the date of this Agreement.

6. Penal Sum. The Owner agrees that Surety's obligation on the Performance Bond shall not exceed, and said obligation is hereby expressly limited to \$5,754,695.04, the penal sum of the Performance Bond. To the extent the Surety is required to expend its own funds for the performance and completion of the Contract by the Completion Contractor, any such payments by the Surety, less amounts Surety receives from Owner pursuant to this Agreement, shall be credited against the penal sum of the Performance Bond. Nothing in this Agreement constitutes a waiver of the penal sum or an increase in the liability of Surety under the Performance Bond.

7. Payment Bond. The Payment Bond furnished by Surety for the Project shall remain in full force and effect in accordance with its terms and provisions. Nothing in this Agreement constitutes an increase in the liability of Surety under the Payment Bond.

8. Use of Equipment and Materials. Owner agrees that Surety and Completion Contractor shall have the right to use, without charge, any of the equipment, materials or appurtenances furnished or supplied and/or fabricated for the Project, wherever located.

9. Completion. The Contract shall be substantially completed within one hundred twenty (120) days from the Owner's issuance of the Notice to Proceed to the Surety and/or Completion Contractor. Owner agrees to waive any and all liquidated damages or other delay related damages allowed for in the Contract or this Agreement so long as Surety completes the Work by the calendar days set forth herein, provided, however, that nothing herein shall create any additional rights not otherwise provided for in the Contract. Completion times shall be computed as set forth in the Contract and Surety and Completion Contractor shall be entitled, upon request, to any extensions of time permitted by the Contract. If the Work is not completed within the time set forth herein, Owner may assess liquidated damages at the Contract rates unless such completion times are extended by the Owner.

10. Surety's Authorized Representative and Payment Procedures. Surety shall be represented in the performance of the Work by Nicholson Professional Consulting, Inc. ("Authorized Representative"). Owner will work directly with Completion Contractor in the performance and completion of the work. The Surety's Authorized Representative shall represent the Surety in dealing with the Owner on construction problems and/or issues which may arise during construction. Surety hereby designates the Authorized Representative to prepare and process applications for payment under the Contract, however, Surety will sign all applications for payment. Payment for the Work shall be made to the Surety in accord with the time constraints in the Contract. Payments shall be remitted to:

Western Surety Company
Attention: Michael J. Keating, Senior Claims Counsel
Surety Claims – 17th Floor
151 N. Franklin Street
Chicago, IL 60606

11. Changes. All further changes to the Contract and this Agreement must be executed by both the Owner and Surety. The Completion Contractor shall not have the authority to negotiate change orders for extra work, deductive change orders, credits, back charges or net deductions of any nature without Surety's prior written consent. Any agreements with respect to the warranty work of D.A.B. or corrective work, whether latent or patent, in the work performed by D.A.B. shall require the prior written approval of the Surety.

12. Notices: Notices required by the Contract or this Agreement must be sent by electronic mail and regular mail to the following:

To Owner:

Hernando County Board of County Commissioners
Attn: Mr. Michael Ullven (MUllven@co.hernando.fl.us)
Sr. Project Manager
15800 Flight Path Drive
Brooksville, FL 34604

To Surety:

Mr. Michael J. Keating (Michael.Keating@cnaSurety.com)
CNA Surety
Surety Claims – 17th Floor
151 N. Franklin Street
Chicago, IL 60606

With Copy to:

Mr. Benjamin C. Patton (bpattton@mcraemetcalf.com)
McRae & Metcalf, P.A.
2612 Centennial Place
Tallahassee, FL 32308

13. Reservation of Rights. Except as otherwise set forth herein, Surety, for itself and for D.A.B., and Owner reserve all of their respective rights, claims and defenses under the Contract, the Performance Bond, at law or equity. Neither this Agreement nor any provision hereof shall be deemed or construed to be an admission or concession of liability of any kind or nature by D.A.B., Surety, or Owner.

14. No Third-Party Rights. This Agreement is solely for the benefit of Surety and Owner. Surety and Owner do not intend by any provision of this Agreement to create any rights in or increase the rights of any third-party, not to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than Surety and Owner.

15. Entire Agreement. Save and except for the Performance Bond, this Agreement comprises the entire integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, whether oral or written, and may only be modified or amended in writing signed by the Parties. The terms of this Agreement shall not be construed for or against any party based on draftsmanship.

16. Disputes. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute between the Parties shall exclusively lie in the Circuit Court in and for Hernando County, Florida.

17. Attorneys' Fees. In any litigation or dispute arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and expenses, from the non-prevailing party, whether at trial or on appeal.

18. Severability. The provisions of this Agreement shall be applied and interpreted in a manner consistent with each other so as to carry out the purpose and intent of the parties, but if for any reason any provision is deemed unenforceable or invalid, such provision shall be deemed severed from this Agreement and the remaining provisions shall be carried out with the same force and effect as if the severed provision had not been a part of this Agreement.

19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile or electronic signatures shall be treated as original signatures for all purposes.

IN WITNESS WHEREOF, this Agreement has been executed on the day and year first above written.

Western Surety Company

By: [Signature]
Print Name: James Milos
Title: Authorized Representative

STATE OF Illinois
COUNTY OF COOK

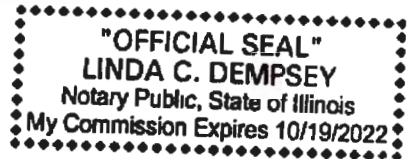
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15 day of December, 2021, by James Milos as Authorized Representative for Western Surety Company who executed the foregoing and produced _____ as identification or is personally known to me.



Attest:

[Signature]
Signature of Notary Public

Hernando County Board
of County Commissioners



By: Susan Buzens, Deputy Clerk
Douglas A. Chorvat, Jr., Clerk

By: [Signature]
Steve Champion, Chairman

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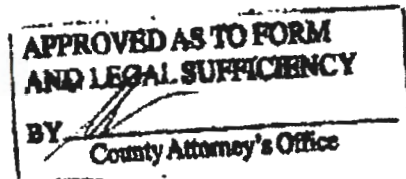
STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11th day of January, 2021, by Steve Champion as Chairman of the Hernando County Board of County Commissioners who executed the foregoing and produced _____ as identification or is personally known to me.

[Signature]
Signature of Notary Public



Cheryl Carr
Notary Public
State of Florida
Comm# HH059526
Expires 11/2/2024



~~Community Right to Know Act (42 U.S.C. Ch 116 (Current Edition)) and the Federal Hazard Communications Standards (29CFR sec.1910.1200) all other applicable laws.~~

65. TRENCH SAFETY ACT:

- ~~65.1. Bidder shall be solely responsible for complying with the Florida Trench Safety Act as established under 553.60 through 553.64, Florida Statutes (current version), and under the OSHA excavation safety standards as established under 29 CFR 1926.650 (sub part P) as amended. All costs associated with complying with these requirements shall be included in the Bid. The Trench Safety Act Compliance Form attached in Section VIII, Attachment 11, must be submitted with the Bid.~~

66. SCRUTINIZED COMPANIES Pursuant to Florida Statute 287.135 And 215.473 (Current Edition):

- ~~66.1. Vendor/Contractor must certify that the company is not participating in a boycott of Israel. Vendor/Contractor must also certify that Vendor/Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan list, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector list, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the County will not Contract for the provision of goods or services with any scrutinized company referred to above. Vendor/Contractor must submit the certification form included as an Attachment to this Solicitation. Submitting a false certification shall be deemed a material breach of Contract. The County shall provide notice, in writing, to the Vendor/Contractor of the County's determination concerning the false certification. The Vendor/Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active Contract term, the Vendor/Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor/Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the Contract and seek civil remedies pursuant to Section 287.135, Florida Statutes (Current Edition), as amended from time to time.~~

SECTION V - SUPPLEMENTARY CONDITIONS FOR FEDERAL/STATE REQUIREMENTS

- 67. ACCESS TO RECORDS AND REPORTS: (2 CFR § 200.333; 2 CFR § 200.336; FAA Order 5100.38)** The Vendor/Contractor must maintain an acceptable cost accounting system. The Vendor/Contractor agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the Vendor/Contractor which are directly pertinent to the specific Contract for the purpose of making audit, examination, excerpts and transcriptions. The Vendor/Contractor agrees to maintain all books, records and reports required under this Contract for a period of not less than three years after final payment is made and all pending matters are closed.

68. AFFIRMATIVE ACTION: (41 CFR part 60-4; Executive Order 11246)

68.1. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY:

68.1.1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

68.1.2. The goals and timetables for minority and female participation, expressed in percentage terms for the Vendor/Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

68.1.2.1. Timetables

68.1.2.2. Goals for minority participation for each trade: **17.1%**

68.1.2.3. Goals for female participation in each trade: **6.9%**

68.1.2.4. These goals are applicable to all of the Vendor/Contractor's construction work (whether or not it is federal or federally-assisted) performed in the covered area. If the Vendor/Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such

geographical area where the work is actually performed. With regard to this second area, the Vendor/Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

68.1.2.5. The Vendor/Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and the Vendor/Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Vendor/Contractor to Vendor/Contractor or from project to project for the sole purpose of meeting the Vendor/Contractor's goals shall be a violation of the Contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

68.1.3. The Vendor/Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within ten (10) working days of award of any construction Sub-Contract in excess of \$10,000 at any tier for construction work under the Contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the Sub-Contractor; employer identification number of the Sub-Contractor; estimated dollar amount of the Sub-Contract; estimated starting and completion dates of the Sub-Contract; and the geographical area in which the Sub-Contract is to be performed.

68.1.4. As used in this notice and in the Contract resulting from this solicitation, the "covered area" is Florida, Hernando County.

69. BREACH OF CONTRACT TERMS: (2 CFR § 200 Appendix II(A))

- 69.1.** Any violation or breach of terms of this Contract on the part of the Vendor/Contractor or its Sub-Contractors may result in the suspension or termination of this Contract or such other action that may be necessary to enforce the rights of the parties of this Agreement.
- 69.2.** Owner will provide Vendor/Contractor written notice that describes the nature of the breach and corrective actions the Vendor/Contractor must undertake in order to avoid termination of the Contract. Owner reserves the right to withhold payments to Vendor/Contractor until such time the Vendor/Contractor corrects the breach or the Owner elects to terminate the Contract. The Owner's notice will identify a specific date by which the Vendor/Contractor must correct the breach. Owner may proceed with termination of the Contract if the Vendor/Contractor fails to correct the breach by deadline indicated in the Owner's notice.
- 69.3.** The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

70. BUY AMERICAN PREFERENCE: (Title 49 USC § 50101)

- 70.1.** The Vendor/Contractor agrees to comply with 49 USC § 50101, which provides that federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.
- 70.2.** A Bidder or Offeror must complete and submit the Buy America certification included herein with their Bid or offer. The Owner will reject as nonresponsive any Bid or offer that does not include a completed Certificate of Buy American Compliance.

71. GENERAL CIVIL RIGHTS PROVISIONS: (49 USC § 47123)

- 71.1. The Vendor/Contractor agrees to comply with pertinent statutes, executive orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from federal assistance.
- 71.2. This provision binds the Vendor/Contractor and sub tier Vendor/Contractors from the Bid solicitation period through the completion of the Contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

72. CIVIL RIGHTS – TITLE VI ASSURANCE: (49 USC § 47123; FAA Order 1400.11)

- 72.1. **Title VI Solicitation Notice:** Hernando County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Bidders that it will affirmatively ensure that any Contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit Bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
- 72.2. **Compliance with Nondiscrimination Requirements:** During the performance of this Contract, the Vendor/Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:
- 72.2.1. **Compliance with Regulations:** The Vendor/Contractor (hereinafter includes Consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
- 72.2.2. **Non-discrimination:** The Vendor/Contractor, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Sub-Contractors, including procurements of materials and leases of equipment. The Vendor/Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 72.2.3. **Solicitations for Sub-Contracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive Bidding, or negotiation made by the Vendor/Contractor for work to be performed under a Sub-Contract, including procurements of materials, or leases of equipment, each potential Sub-Contractor or supplier will be notified by the Vendor/Contractor of the Vendor/Contractor's obligations under this Contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- 72.2.4. **Information and Reports:** The Vendor/Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Vendor/Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Vendor/Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 72.2.5. **Sanctions for Noncompliance:** In the event of a Vendor/Contractor's noncompliance with the non-discrimination provisions of this Contract, the sponsor will impose such Contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- 72.2.5.1.** Withholding payments to the Vendor/Contractor under the Contract until the Vendor/Contractor complies; and/or
- 72.2.5.2.** Cancelling, terminating, or suspending a Contract, in whole or in part.
- 72.2.6. Incorporation of Provisions:** The Vendor/Contractor will include the provisions of paragraphs one through six in every Sub-Contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Vendor/Contractor will take action with respect to any Sub-Contract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Vendor/Contractor becomes involved in, or is threatened with litigation by a Sub-Contractor, or supplier because of such direction, the Vendor/Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Vendor/Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- 72.3. Title VI List of Pertinent Nondiscrimination Acts and Authorities:** During the performance of this Contract, the Vendor/Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- 72.3.1.** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 72.3.2.** 49 CFR part 21 (Non-discrimination In federally-assisted programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- 72.3.3.** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects);
- 72.3.4.** Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- 72.3.5.** The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- 72.3.6.** Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 72.3.7.** The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of federal-aid recipients, sub-recipients and Vendor/Contractors, whether such programs or activities are federally funded or not);
- 72.3.8.** Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- 72.3.9.** The Federal Aviation Administration's non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 72.3.10.** Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

72.3.11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

72.3.12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

73. CLEAN AIR AND WATER POLLUTION CONTROL: (2 CFR § 200, Appendix II(G))

73.1. Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Vendor/Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

73.2. Contractor must include this requirement in all Sub-Contracts that exceeds \$150,000.

74. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS: (2 CFR § 200, Appendix II(E))

74.1. Overtime Requirements: No Vendor/Contractor or Sub-Contractor Contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

74.2. Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph (1) of this clause, the Vendor/Contractor and any Sub-Contractor responsible therefor shall be liable for the unpaid wages. In addition, such Vendor/Contractor and Sub-Contractor shall be liable to the United States (in the case of work done under Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 74.1 of this clause.

74.3. Withholding for Unpaid Wages and Liquidated Damages: The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Vendor/Contractor or Sub-Contractor under any such Contract or any other federal Contract with the same prime Vendor/Contractor, or any other federally-assisted Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Vendor/Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Vendor/Contractor or Sub-Contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 74.2 of this clause.

74.4. Sub-Contractors: The Vendor/Contractor or Sub-Contractor shall insert in any Sub-Contracts the clauses set forth in paragraphs 74.1 through 74.4 and also a clause requiring the Sub-Contractor to include these clauses in any lower tier Sub-Contracts. The prime Vendor/Contractor shall be responsible for compliance by any Sub-Contractor or lower tier Sub-Contractor with the clauses set forth in paragraphs 74.1 through 74.4 of this clause.

75. COPELAND "ANTI-KICKBACK" ACT: (2 CFR § 200, Appendix II(D); 29 CFR Parts 3 & 5) Vendor/Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145), as

supplemented by Department of Labor regulation 29 CFR part 3. Vendor/Contractor and Sub-Contractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Vendor/Contractor and each Sub-Contractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

76. DAVIS-BACON REQUIREMENTS: (2 CFR § 200, Appendix II(D); 29 CFR Part 5)

76.1. Minimum Wages:

- 76.1.1.** All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any Contractual relationship which may be alleged to exist between the Vendor/Contractor and such laborers and mechanics.
- 76.1.2.** Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 76.1.8 of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 76.1.3 of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Vendor/Contractor and its Sub-Contractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.
- 76.1.3.** The Contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- 76.1.3.1.** The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - 76.1.3.2.** The classification is utilized in the area by the construction industry; and
 - 76.1.3.3.** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- 76.1.4.** If the Vendor/Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the

Contracting officer or will notify the Contracting officer within the 30-day period that additional time is necessary.

- 76.1.5.** In the event the Vendor/Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the Contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting officer or will notify the Contracting officer within the 30-day period that additional time is necessary.
- 76.1.6.** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs 76.1.4 or 76.1.5 of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.
- 76.1.7.** Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Vendor/Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- 76.1.8.** If the Vendor/Contractor does not make payments to a trustee or other third person, the Vendor/Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, that the Secretary of Labor has found, upon the written request of the Vendor/Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Vendor/Contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.
- 76.2. Withholding:**
- 76.2.1.** The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Vendor/Contractor under this Contract or any other federal Contract with the same prime Vendor/Contractor, or any other Federally-assisted Contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Vendor/Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Vendor/Contractor or any Sub-Contractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the Contract, the Federal Aviation Administration may, after written notice to the Vendor/Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- 76.3. Payrolls and basic records:**
- 76.3.1.** Payrolls and basic records relating thereto shall be maintained by the Vendor/Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or

mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Vendor/Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Vendor/Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- 76.3.2.** The Vendor/Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the Contract, but if the agency is not such a party, the Vendor/Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage & Hour Division Web site at <https://www.dol.gov/whd/forms/wh347.pdf> or its successor site. The prime Vendor/Contractor is responsible for the submission of copies of payrolls by all Sub-Contractors. Vendor/Contractors and Sub-Contractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the Contract, but if the agency is not such a party, the Vendor/Contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration, the Vendor/Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Vendor/Contractor to require a Sub-Contractor to provide addresses and social security numbers to the prime Vendor/Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).
- 76.3.3.** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Vendor/Contractor or Sub-Contractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:
- 76.3.3.1.** That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i) and that such information is correct and complete;
- 76.3.3.2.** That each laborer and mechanic (including each helper, apprentice and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;
- 76.3.3.3.** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

- 76.3.4.** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 76.3.3 of this section.
- 76.3.5.** The falsification of any of the above certifications may subject the Vendor/Contractor or Sub-Contractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- 76.3.6.** The Vendor/Contractor or Sub-Contractor shall make the records required under paragraph 76.3.1 of this section available for inspection, copying or transcription by authorized representatives of the sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Vendor/Contractor or Sub-Contractor fails to submit the required records or to make them available, the federal agency may, after written notice to the Vendor/Contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

76.4. Apprentices and Trainees:

- 76.4.1. Apprentices:** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Vendor/Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Vendor/Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Vendor/Contractor's or Sub-Contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Vendor/Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- 76.4.2. Trainees:** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and

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

- 76.4.3. Equal Employment Opportunity:** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- 76.5. Compliance with Copeland Act Requirements:** The Vendor/Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- 76.6. Sub-Contracts:** The Vendor/Contractor or Sub-Contractor shall insert in any Sub-Contracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) (76.1 through 76.10.3) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the Sub-Contractors to include these clauses in any lower tier Sub-Contracts. The prime Vendor/Contractor shall be responsible for the compliance by any Sub-Contractor or lower tier Sub-Contractor with all the Contract clauses in 29 CFR Part 5.5.
- 76.7. Contract Termination: Debarment:** A breach of the Contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the Contract, and for debarment as a Vendor/Contractor and a Sub-Contractor as provided in 29 CFR 5.12.
- 76.8. Compliance with Davis-Bacon and Related Act Requirements:** All rulings and interpretations of the Davis-Bacon and related acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- 76.9. Disputes Concerning Labor Standards:** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general dispute's clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the Vendor/Contractor (or any of its Sub-Contractors) and the Contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- 76.10. Certification of Eligibility:**
- 76.10.1.** By entering into this Contract, the Vendor/Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Vendor/Contractor's firm is a person or firm ineligible to be awarded government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- 76.10.2.** No part of this Contract shall be Sub-Contracted to any person or firm ineligible for award of a government Contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- 76.10.3.** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

77. DEBARMENT AND SUSPENSION: (2 CFR part 180 (Subpart C); 2 CFR part 1200; DOT Order 4200.5)

- 77.1. Certificate Regarding Debarment and Suspension (Bidder Or Offeror):** By submitting a Bid/proposal under this solicitation, the Bidder or Offeror certifies that neither it nor its principals are presently debarred or suspended by any federal department or agency from participation in this transaction.
- 77.2. Certification Regarding Debarment and Suspension (Successful Bidder Regarding Lower Tier Participants):** The successful Bidder, by administering each lower tier Sub-Contract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful Bidder will accomplish this by:
- 77.2.1.** Checking the System for Award Management at website: <http://www.sam.gov>
- 77.2.2.** Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
- 77.2.3.** Inserting a clause or condition in the covered transaction with the lower tier Contract
- 77.2.4.** If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

78. DISADVANTAGED BUSINESS ENTERPRISE (DBE): (49 CFR part 26)

- 78.1. Contract Assurance (§ 26.13) -** The Vendor/Contractor or Sub-Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Vendor/Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted Contracts. Failure by the Vendor/Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the recipient deems appropriate.
- 78.2. Prompt Payment (§26.29) -** The prime Vendor/Contractor agrees to pay each Sub-Contractor under this prime Contract for satisfactory performance of its Contract no later than thirty (30) days from the receipt of each payment the prime Vendor/Contractor receives from Owner. The prime Vendor/Contractor agrees further to return retainage payments to each Sub-Contractor within thirty (30) days after the Sub-Contractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE Sub-Contractors.
- 78.3. Solicitation Language (Project Goal):**
- 78.3.1.** The Owner's award of this Contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.
- 78.3.2.** As a condition of Bid responsiveness, the Bidder or Offeror must submit the following information with their proposal on the forms provided herein:
- 78.3.2.1.** The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the Contract;
- 78.3.2.2.** A description of the work that each DBE firm will perform;
- 78.3.2.3.** The dollar amount of the participation of each DBE firm listed under (1)

- 78.3.2.4. Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 78.3.2.5. If Bidder or Offeror cannot meet the advertised project DBE goal; evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR Part 26.
- 78.3.3. The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in their commitment. This Bidder or Offeror must submit the DBE's written confirmation of participation ["within 5 days of receiving the Owners notice of award" or "with the proposal documents as a condition of Bid responsiveness"]
- 78.3.4. **Hernando County approved FAA DBE participation goal for this solicitation (FAA AIP Project No. 03-12-0008-022-2019 Taxiway A Rehabilitation) is 3.5%**
- 78.4. **Race/Gender Neutral Language:** The requirements of 49 CFR part 26 apply to this Contract. It is the policy of Hernando County to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this Contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

79. DISTRACTED DRIVING - TEXTING WHEN DRIVING: (Executive Order 13513; DOT Order 3902.10)

- 79.1. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.
- 79.2. In support of this initiative, the Owner encourages the Vendor/Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Vendor/Contractor must include the substance of this clause in all sub-tier Contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

80. ENERGY CONSERVATION REQUIREMENTS: (2 CFR § 200, Appendix II(H)) Vendor/Contractor and Sub-Contractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq*).

81. EQUAL EMPLOYMENT OPPORTUNITY (E.E.O.): (2 CFR 200, Appendix II(C); 41 CFR § 60-1.4; 41 CFR § 60-4.3; Executive Order 11246)

- 81.1. **EQUAL OPPORTUNITY CLAUSE:** During the performance of this Contract, the Vendor/Contractor agrees as follows:
 - 81.1.1. The Vendor/Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Vendor/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 identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor/Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - 81.1.2. The Vendor/Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor/Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

- 81.1.3.** The Vendor/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 Vendor/Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 81.1.4.** The Vendor/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.
- 81.1.5.** The Vendor/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.
- 81.1.6.** In the event of the Vendor/Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Vendor/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.
- 81.1.7.** The Vendor/Contractor will include the portion of the sentence immediately preceding paragraph 81.1.1 and the provisions of paragraphs 81.1.1 through 81.1.7 in every Sub-Contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Sub-Contractor or vendor. The Vendor/Contractor will take such action with respect to any Sub-Contract 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 Vendor/Contractor becomes involved in, or is threatened with, litigation with a Sub-Contractor or vendor as a result of such direction by the administering agency the Vendor/Contractor may request the United States to enter into such litigation to protect the interests of the United States.

81.2. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS:

81.2.1. As used in these specifications:

- 81.2.1.1.** "Covered area" means the geographical area described in the solicitation from which this Contract resulted;
- 81.2.1.2.** "Director" means Director, Office of federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- 81.2.1.3.** "Employer identification number" means the Federal social security number used on the Employer's Quarterly federal tax return, U.S. Treasury Department Form 941;
- 81.2.1.4.** "Minority" includes:
- 81.2.1.4.1.** Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);

subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

- 81.2.7.** The Vendor/Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Vendor/Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Vendor/Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
- 81.2.7.1.** Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Vendor/Contractor's employees are assigned to work. The Vendor/Contractor, where possible, will assign two or more women to each construction project. The Vendor/Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Vendor/Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - 81.2.7.2.** Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Vendor/Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - 81.2.7.3.** Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Vendor/Contractor by the union or, if referred, not employed by the Vendor/Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Vendor/Contractor may have taken.
 - 81.2.7.4.** Provide immediate written notification to the Director when the union or unions with which the Vendor/Contractor has a collective bargaining Agreement has not referred to the Vendor/Contractor a minority person or female sent by the Vendor/Contractor, or when the Vendor/Contractor has other information that the union referral process has impeded the Vendor/Contractor's efforts to meet its obligations.
 - 81.2.7.5.** Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Vendor/Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Vendor/Contractor shall provide notice of these programs to the sources compiled under 80.2.7.2.
 - 81.2.7.6.** Disseminate the Vendor/Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Vendor/Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining Agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- 81.2.7.7.** Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendent, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - 81.2.7.8.** Disseminate the Vendor/Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Vendor/Contractor's EEO policy with other Vendor/Contractors and Sub-Contractors with whom the Vendor/Contractor does or anticipates doing business.
 - 81.2.7.9.** Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Vendor/Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Vendor/Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - 81.2.7.10.** Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Vendor/Contractor's workforce.
 - 81.2.7.11.** Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - 81.2.7.12.** Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - 81.2.7.13.** Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Vendor/Contractor's obligations under these specifications are being carried out.
 - 81.2.7.14.** Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - 81.2.7.15.** Document and maintain a record of all solicitations of offers for Sub-Contracts from minority and female construction Vendor/Contractors and suppliers, including circulation of solicitations to minority and female Vendor/Contractor associations and other business associations.
 - 81.2.7.16.** Conduct a review, at least annually, of all supervisor's adherence to and performance under the Vendor/Contractor's EEO policies and affirmative action obligations.
- 81.2.8.** Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (81.2.7.1 through 81.2.7.16). The efforts of a Vendor/Contractor association, joint Vendor/Contractor union, Vendor/Contractor

community, or other similar groups of which the Vendor/Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 81.2.7.1 through 81.2.7.16 of these specifications provided that the Vendor/Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Vendor/Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Vendor/Contractor. The obligation to comply, however, is the Vendor/Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Vendor/Contractor's noncompliance.

- 81.2.9.** A single goal for minorities and a separate single goal for women have been established. The Vendor/Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Vendor/Contractor has achieved its goals for women generally,) the Vendor/Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.
- 81.2.10.** The Vendor/Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 81.2.11.** The Vendor/Contractor shall not enter into any Sub-Contract with any person or firm debarred from government Contracts pursuant to Executive Order 11246.
- 81.2.12.** The Vendor/Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing Sub-Contracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Vendor/Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- 81.2.13.** The Vendor/Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 81.2.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Vendor/Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- 81.2.14.** The Vendor/Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Vendor/Contractors shall not be required to maintain separate records.
- 81.2.15.** Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for

the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program)

82. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE): (29 U.S.C. § 201, et seq)

- 82.1.** All Contracts and Sub-Contracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.
- 82.2.** The Vendor/Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Vendor/Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

83. RESTRICTIONS ON LOBBYING: (31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix II(J); 49 CFR part 20, Appendix A)

- 83.1. Lobbying and Influencing Federal Employees:** The Bidder or Offeror certifies by signing and submitting this Bid or proposal, to the best of his or her knowledge and belief, that:
- 83.1.1.** No federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, 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.
- 83.1.2.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Contract, grant, loan, or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 83.1.3.** The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including Sub-Contracts, sub-grants, and Contracts under grants, loans, and cooperative Agreements) and that all sub-recipients shall certify and disclose accordingly.
- 83.1.4.** 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 section 1352, title 31, U.S. Code. 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.
- 83.2. Lobbying and Influencing State Employees:** No funds received pursuant to this Contract may be expended for lobbying the Legislature or a state agency

84. PROHIBITION of SEGREGATED FACILITIES: (41 CFR § 60)

- 84.1.** The Vendor/Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Vendor/Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this Contract.
- 84.2.** "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or

dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

- 84.3.** The Vendor/Contractor shall include this clause in every Sub-Contract and purchase order that is subject to the Equal Opportunity clause of this Contract.

85. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970: (20 CFR part 1910) All Contracts and Sub-Contracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Vendor/Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Vendor/Contractor retains full responsibility to monitor its compliance and their Sub-Contractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Vendor/Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

86. PROCUREMENT OF RECOVERED MATERIALS: (2 CFR § 200.322; 40 CFR part 247)

86.1. Contractor and Sub-Contractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this Contract and to the extent practicable, the Vendor/Contractor and Sub-Contractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

86.1.1. The Contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,

86.1.2. The Vendor/Contractor has procured \$10,000 or more of a designated item using federal funding during the previous fiscal year.

86.2. The list of EPA-designated items is available at www.epa.gov/epawaste/consERVE/tools/cpg/products/.

86.3. Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the Vendor/Contractor can demonstrate the item is:

86.3.1. Not reasonably available within a timeframe providing for compliance with the Contract performance schedule;

86.3.2. Fails to meet reasonable Contract performance requirements; or

86.3.3. Is only available at an unreasonable price.

86.3.4. Term Definitions

86.3.4.1. Felony conviction: Felony conviction means a conviction within the preceding twenty-four 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

86.3.4.2. Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an Agreement with the authority responsible for collecting the tax liability.

86.4. Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

86.4.1. Not reasonably available within a timeframe providing for compliance with the contract performance schedule;

- 86.4.2. Fails to meet reasonable contract performance requirements; or
- 86.4.3. Is only available at an unreasonable price.

87. TERMINATION OF CONTRACT: (2 CFR § 200 Appendix II(B); FAA Advisory Circular 150/5370-10, Section 80-09)

- 87.1. Termination for Convenience (Construction & Equipment Contracts):** Hernando County may terminate this Contract in whole or in part at any time by providing written notice to the Vendor/Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by Hernando County, the Vendor/Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:
- 87.1.1. Contractor must immediately discontinue work as specified in the written notice.
 - 87.1.2. Terminate all Sub-Contracts to the extent they relate to the work terminated under the notice.
 - 87.1.3. Discontinue orders for materials and services except as directed by the written notice.
 - 87.1.4. Deliver to the owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work and as directed in the written notice.
 - 87.1.5. Complete performance of the work not terminated by the notice.
 - 87.1.6. Take action as directed by the owner to protect and preserve property and work related to this Contract that Owner will take possession.
- 87.2. Owner agrees to pay Vendor/Contractor for:**
- 87.2.1. completed and acceptable work executed in accordance with the Contract documents prior to the effective date of termination;
 - 87.2.2. documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the Contract documents in connection with uncompleted work;
 - 87.2.3. reasonable and substantiated claims, costs and damages incurred in settlement of terminated Contracts with Sub-Contractors and suppliers; and
 - 87.2.4. reasonable and substantiated expenses to the Vendor/Contractor directly attributable to Owner's termination action
- 87.3. Owner will not pay Vendor/Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.**
- 87.4. The rights and remedies this clause provide are in addition to any other rights and remedies provided by law or under this Contract.**
- 87.5. Termination for Default (Construction):** Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights and remedies associated with Hernando County termination of this Contract due default of the Vendor/Contractor.
- 87.6. Termination for Default (Equipment):** The Owner may, by written notice of default to the Vendor/Contractor, terminate all or part of this Contract if the Vendor/Contractor:
- 87.6.1. Fails to commence the Work under the Contract within the time specified in the Notice- to-Proceed;
 - 87.6.2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
 - 87.6.3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
 - 87.6.4. Fails to comply with material provisions of the Contract;

- 87.6.5.** Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements;
- 87.6.6.** Becomes insolvent or declares bankruptcy;
- 87.7.** If one or more of the stated events occur, the Owner will give notice in writing to the Vendor/Contractor and surety of its intent to terminate the Contract for cause. At the Owner's discretion, the notice may allow the Vendor/Contractor and surety an opportunity to cure the breach or default.
- 87.8.** If within ten (10) days of the receipt of notice, the Vendor/Contractor or surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Vendor/Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.
- 87.9.** Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Vendor/Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Vendor/Contractor default.
- 87.10.** Owner will not terminate the Vendor/Contractor's right to proceed with the work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Vendor/Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Vendor/Contractor in the performance of a Contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.
- 87.11.** If, after termination of the Vendor/Contractor's right to proceed, the Owner determines that the Vendor/Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.
- 87.12.** The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this Contract.

88. TRADE RESTRICTION CERTIFICATION: 49 USC § 50104; 49 CFR part 30)

- 88.1.** By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant Contract, the Offeror -
 - 88.1.1.** is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
 - 88.1.2.** has not knowingly entered into any Contract or Sub-Contract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
 - 88.1.3.** has not entered into any Sub-Contract for any product to be used on the federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.
- 88.2.** This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.
- 88.3.** The Vendor/Contractor must provide immediate written notice to the Owner if the Vendor/Contractor learns that its certification or that of a Sub-Contractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Vendor/Contractor must require Sub-Contractors provide immediate written notice to the Vendor/Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.
- 88.4.** Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Contract shall be awarded to an Offeror or Sub-Contractor:

- 88.4.1.** who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- 88.4.2.** whose Sub-Contractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- 88.4.3.** who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;
- 88.5.** Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Vendor/Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 88.6.** The Offeror agrees that, if awarded a Contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier Sub-Contracts. The Vendor/Contractor may rely on the certification of a prospective Sub-Contractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.
- 88.7.** This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Vendor/Contractor or Sub-Contractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the Contract or Sub-Contract for default at no cost to the Owner or the FAA.
- 89. VETERAN'S PREFERENCE: (49 USC § 47112(c))** In the employment of labor (excluding executive, administrative, and supervisory positions), the Vendor/Contractor and all sub-tier Vendor/Contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.
- 90. PUBLIC ENTITY CRIME:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Vendor/Contractor, supplier, Sub-Contractor, 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, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 91. DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Vendor/Contractor, supplier, Sub-Contractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity.
- 92. E-VERIFY:**
- 92.1. Vendors/Contractors:**
- 92.1.1.** shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the Contract; and
- 92.1.2.** shall expressly require any Sub-Contractors performing work or providing services pursuant to the state Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Sub-Contractor during the Contract term.

- 92.2.** The Vendor/Contractor/Consultant/Vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all Sub-Contracts the obligation to comply with s.20.055(5), Florida Statutes.
- 93. AMERICANS WITH DISABILITIES ACT OF 1990 (ADA):** Execution of this Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et seq.), the regulations of the federal government issued thereunder, and the assurance by the Vendor/Contractor pursuant thereto.
- 94. INDEMNIFICATION: To the extent provided by Section 768.28, Florida Statutes,** it is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any Sub-Contractor, in connection with this Agreement. Additionally, the Agency agrees to include the following indemnification in all Contracts with Vendor/Contractors/Sub-Contractors, or Consultants/Sub-Consultants who perform work in connection with this Agreement:
- 94.1.** To the fullest extent permitted by law, the Agency's Vendor/Contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Vendor/Contractor and persons employed or utilized by the Vendor/Contractor in the performance of this Contract.
- 94.2.** This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity.
- 95. INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS OR LEGISLATURE:** No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.
- 96. LITIGATION, INVESTIGATIONS, ARBITRATION, OR ADMINISTRATIVE PROCEEDINGS:** The Vendor/Contractor certifies that it, its principals and agents, are not engaged in any civil or criminal litigation investigations, arbitration, or administrative proceedings relating to or affecting their ability to perform under this Agreement.
- 97. NOTICE OF CONVICTION OF PUBLIC ENTITY CRIME:** Any person must notify the Department of Management Services and the Commission, in writing, within thirty (30) days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.
- 98. PROMPT PAYMENT:** Monthly actual payment reporting requirements for prime Vendor/Contractors and Consultants are based on prompt payment rules and laws. The same holds true for return of retainage after the Sub-Contractor has completed its work, not when the overall project is finished. Florida Law requires timely payment for both construction and non-construction services. Generally, invoices for construction Contracts must be paid within twenty-five (25) days of receipt. Invoices for Consultant Contracts are payable per the Contract terms but shall not exceed federal regulations in **49 CFR 26.29** that requires payment of all Sub-Contractors for satisfactory performance within thirty (30) days of payment to the Prime.
- 99. MISCELLANEOUS**
- 99.1.** This Contract shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the Contract and Florida law, the laws of Florida shall prevail.

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SECTION V-A

ADDITIONAL SUPPLEMENTARY CONDITIONS

DEPARTMENT OF LABOR WAGE DETERMINATION

FOR THE

TAXIWAY "A" REHABILITATION

CONSTRUCTION CONTRACT
SOLICITATION/CONTRACT No. 19-CG0119/BK

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Department of Labor Wage Determination

See Attached Wage Decision (WD) (FL19168), for Highway Construction Projects, Hernando County, Florida.

For Contracts which are the result of sealed bidding procedures, revisions to the WD which are published in the WDOL SCA Database ten (10) or more days prior to bid opening shall be effective. Any revised WD which is published in the WDOL SCA Database less than ten (10) days prior to bid opening shall not be effective if the contracting office determines that there is not a reasonable time still available to notify Bidders of the revision.

Visit the Wage Determinations on line Web Page for additional information relating to the Davis Bacon Act and Wage Determinations:

<http://www.wdol.gov>

General Decision Number: FL190168 01/04/2019 FL168

Superseded General Decision Number: FL20180211

State: Florida

Construction Type: Highway

County: Hernando County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019

* SUFL2013-029 08/19/2013

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 15.32	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 14.45	0.00
ELECTRICIAN.....	\$ 21.80	0.00
FENCE ERECTOR.....	\$ 13.58	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 17.36	0.00

Composite Exhibit "A"

HIGHWAY/PARKING LOT STRIPING:		
Painter.....	\$ 12.13	0.00
INSTALLER - GUARDRAIL.....	\$ 13.23	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48	0.00
IRONWORKER, REINFORCING.....	\$ 17.37	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42	0.00
LABORER (Traffic Control Specialist).....	\$ 12.37	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 12.93	0.00
LABORER: Common or General.....	\$ 11.52	0.00
LABORER: Flagger.....	\$ 11.86	0.00
LABORER: Grade Checker.....	\$ 13.96	0.00
LABORER: Landscape & Irrigation.....	\$ 10.14	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.37	0.56
LABORER: Pipelayer.....	\$ 13.76	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 16.31	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.88	0.00
OPERATOR: Boom.....	\$ 13.94	1.28
OPERATOR: Broom/Sweeper.....	\$ 13.69	0.00
OPERATOR: Bulldozer.....	\$ 16.83	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44	0.00
OPERATOR: Concrete Pump.....	\$ 19.77	0.00
OPERATOR: Concrete Saw.....	\$ 16.57	0.00
OPERATOR: Crane.....	\$ 22.37	0.00
OPERATOR: Curb Machine.....	\$ 19.67	0.00
OPERATOR: Drill.....	\$ 14.78	0.00
OPERATOR: Forklift.....	\$ 13.52	0.00
OPERATOR: Gradall.....	\$ 14.71	0.00

OPERATOR: Grader/Blade.....	\$ 21.57	0.00
OPERATOR: Loader.....	\$ 15.01	0.00
OPERATOR: Mechanic.....	\$ 17.49	0.00
OPERATOR: Milling Machine Groundsman.....	\$ 16.20	0.00
OPERATOR: Milling Machine.....	\$ 14.89	0.00
OPERATOR: Oiler.....	\$ 17.61	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 13.94	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 19.35	0.00
OPERATOR: Roller.....	\$ 13.41	0.00
OPERATOR: Scraper.....	\$ 11.74	0.00
OPERATOR: Screed.....	\$ 16.67	0.00
OPERATOR: Tractor.....	\$ 12.63	0.00
OPERATOR: Trencher.....	\$ 13.78	0.00
PAINTER: Spray.....	\$ 16.38	0.00
TRAFFIC SIGNALIZATION: Traffic Signal Installation.....	\$ 16.35	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.45	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.13	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 15.56	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.35	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates

the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an

interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

SECTION VIII REQUIRED FORMS AND CERTIFICATIONS WITH BID SUBMISSION

SECTION VIII
~~**ATTACHMENT 1**~~
~~**STATEMENT OF NO BID**~~

~~If you do not intend to BID on this requirement, please return this form immediately to:~~

~~**Hernando County**
Purchasing and Contracts Department
1653 Blaise Drive
Brooksville, FL 34601~~

~~We, the undersigned, have declined to submit a proposal on: _____~~

~~Reason:~~

~~_____ Specifications too tight, geared toward one (1) brand or manufacturer (explain below)~~

~~_____ Insufficient time to respond.~~

~~_____ Specifications unclear (explain below)~~

~~_____ We do not offer this product/services.~~

~~_____ Our present schedule does not permit us to perform.~~

~~_____ Unable to meet specifications or provide services.~~

~~Remarks:~~

~~We understand that if this Statement of No Bid is not executed and returned, our name may be deleted from the list of qualified Bidders.~~

~~COMPANY NAME:~~

~~ADDRESS:~~

~~PHONE: _____~~

~~SIGNATURE: _____~~

~~TITLE: _____~~

**SECTION VIII
ATTACHMENT 2**

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087 (current version), hereby certify that,
(print or type name of firm) _____

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or Contractual services that are under proposal a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or Contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires 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.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.
- "As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Authorized Signature

Date Signed

State of: _____

County of: _____

Sworn to and subscribed before me this _____ day of _____, 20_____

Personally known _____ or Produced Identification _____
(Specify Type of Identification)

Signature of Notary

My Commission Expires: _____

This document should be completed and returned with your Submittal.

SECTION VIII
ATTACHMENT 3

AFFIDAVIT OF NON-COLLUSION AND OF NON-INTEREST OF HERNANDO COUNTY EMPLOYEES

Certification that Vendor/Contractor affirms that the Bid/Proposal presented to the owner is made freely, and without any secret Agreement to commit a fraudulent, deceitful, unlawful or wrongful act of collusion.

_____, * being first duly sworn, deposes and says that he (it) is the Vendor/Contractor in the above Bid/Proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the Hernando County Board of County Commissioners (BOCC) or of any other Vendor/Contractor is interested in said Bid/Proposal; and that affiant makes the above Bid/Proposal with no past or present collusion with any other person, firm or corporation.

Affiant

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____

by _____, who is personally known to me or who has produced as identification and who did take an oath.

Notary Public: _____
My Commission Expires: _____

*NOTICE: State name of Vendor/Contractor followed by name of authorized individual (and title) that is signing as Affiant. If Vendor/Contractor is an individual, state name of Vendor/Contractor only.

This document should be completed and returned with your Submittal.

SECTION VIII
ATTACHMENT 4

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

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

1. This sworn statement is submitted to

_____ County of Hernando _____

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is _____

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes (current version), means a violation of any public entity or with an agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "*convicted*" or "*conviction*" as defined in Paragraph 287.133 (1)(b), Florida Statutes (current version), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "*affiliate*" as defined in Paragraph 287.133 (1)(a), Florida Statutes (current version), means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "*affiliate*" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length Agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
5. I understand that a "*person*" as defined in Paragraph 287.133(1)(e), Florida Statutes (current version), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Proposals or applies to Proposal on Contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes

those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31, OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT.

_____ [signature] [date]

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority

_____ who, after first being
[Name of Individual Signing]
sworn by me, affixed his signature in the space provided above on this

_____ day of _____.

NOTARY PUBLIC

My commission expires: _____

This document should be completed and returned with your Submittal.

SECTION VIII
ATTACHMENT 5
AUTHORIZED SIGNATURES/NEGOTIATORS

The Vendor/Contractor represents that the following persons are authorized to sign and/or negotiate Contracts and related documents to which the Vendor/Contractor will be duly bound:

Name _____	Title _____	Phone No _____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Signature)

(Title)

(Name of Business)

The Vendor/Contractor shall complete and submit the following information with the Bid or proposal:

Type of Organization

_____ Sole Proprietorship	_____ Partnership
_____ Joint Venture	_____ Corporation

State of Incorporation: _____

Federal I.D. is _____

This document should be completed and returned with your Submittal.

SECTION VIII
ATTACHMENT 6
VENDOR/CONTRACTOR INFORMATION

In addition to General conditions, your BID/PROPOSAL may be disqualified if the following Vendor/Contractor information is not returned with your BID/PROPOSAL.

Vendor/Contractor is:

- () Corporation
- () Partnership
- () Sole Proprietorship
- () Other _____ (Explain)

Federal Employer Identification Number: _____

Please attach your completed W-9 Form

PAYMENT WILL NOT BE MADE UNTIL A COMPLETED W9 HAS BEEN RECEIVED.

Firm Name: _____

Mailing Address: _____

City _____ State _____ Zip _____

Telephone No. _____ Fax No. _____

Web Address: _____ EMail: _____

Commodity or Service Supply: _____

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Mailing Address: _____

City _____ State _____ Zip _____

An ACH electronic payment method is offered as an alternative to a payment by physical check.

- () Please check this box if you accept the ACH electronic payment method.
(Recommended and Preferred)

Signature: _____

Name & Title Printed: _____

This document should be completed and returned with your Submittal.

SECTION VIII
ATTACHMENT 7

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

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

1. This sworn statement is submitted to

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

by _____
[Print individual's name and title]

for _____
[Print name of Company/Individual submitting sworn statement]

Whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this Sworn statement) :

2. **LOCAL PREFERENCE ELIGIBILITY**

A. Vendor/Individual has been in business in Hernando County for a minimum of twelve (12) months prior to date of Bid or Quote? YES NO

B. Proof of Real Property Tax Submitted with Affidavit: YES NO

C. Copy of Florida Division of Corporations Annual Report Submitted with Affidavit: YES NO

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE HERNANDO COUNTY PURCHASING AND CONTRACTS FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM SHALL BE SUBMITTED WITH EACH BID OR QUOTE SUBMITTED TO HERNANDO COUNTY.

[Signature]

[Date]

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority _____ who, after first being Sworn by me, affixed his signature in the space provided above on this _____ Day of _____, 20____.

NOTARY PUBLIC

My commission expires: _____

Personally Known _____ or Produced Identification _____
Type of Identification Produced _____

SECTION VIII
ATTACHMENT 8
HERNANDO COUNTY
E-VERIFY CERTIFICATION

Bid/Contract No: _____

Financial Project No(s): _____

Project Description: _____

Vendor/Contractor acknowledges and agrees to the following:

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

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

Company/Firm: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

This document should be completed and returned with your Submittal.

~~ATTACHMENT 9 Continued~~

~~E. DESIGNATION OF SUBCONTRACTORS~~

~~The Prime Contractor shall perform a minimum of 25% of the work with his own direct hire forces. That portion of the work which will be performed by Subcontractors who require Licensing or Certification are as listed below.~~

SUBCONTRACTOR	TYPE OF WORK	CONTRACT AMOUNT

~~**TOTAL SUBCONTRACTOR DOLLAR AMOUNT:** _____~~

~~**PERCENT OF SUBCONTRACTOR PARTICIPATION:** _____~~

~~F. PRIME CONTRACTOR WORK~~

~~The Prime Contractor shall perform a minimum of 25% of the work with his own direct hire forces. That portion of the work which will be performed by the General Contractor is as follows:~~

WORK DESCRIPTION	CONTRACT AMOUNT

~~**TOTAL PRIME CONTRACTOR DOLLAR AMOUNT:** _____~~

~~**PERCENT OF PRIME CONTRACTOR PARTICIPATION:** _____~~

~~ATTACHMENT 9 Continued~~

~~F. BIDDER QUALIFICATION QUESTIONNAIRE~~

~~(1) How many years has your organization been in business as a contractor under your present name?~~

~~(2) How many years experience in construction work has your organization had as a general contractor?~~

~~As a Subcontractor?~~

~~(3) Have you ever failed to complete any work awarded to you? If so, where and why?~~

~~(4) Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? If so, state name of individual, name of other organization, and reason therefore.~~

~~(5) Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name? If so, state name of individual, name of owner and reason therefore.~~

~~(6) Provide below any information which would indicate the size and capacity of your organization, including number of employees, equipment owned by your organization, etc., which are available for utilization on this Contract. Attach CONTRACTOR QUALIFICATION STATEMENT (AIA Form A305 or Similar).~~

~~(7) What is your bonding capacity?~~

~~(8) What amount of your bonding capacity has been used as of the date of this bid?~~

~~ATTACHMENT 9 Continued~~

~~(9) How many applications for performance and payment bonds have you made in the last three (3) years?~~

~~(10) How many of these applications were not approved?~~

~~(11) Have any claims been filed against your surety bond company in the last five (5) years? If so, describe the nature of the claims and give the names of the surety companies, dates of each claim, identifying numbers of each claim, amounts of each claim, and the status of each claim. (Use additional sheets if necessary.)~~

~~(12) Has your company been in disputes or litigations in the last five (5) years over construction projects which are completed or still pending for completion? If so, describe the nature of the disputes or litigations and state the Owner's Name, Address, Telephone, and amount of disputes or litigations. (Use additional sheets if necessary.)~~

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~~ATTACHMENT 9 Continued~~

REFERENCE 1

~~Bidder Company Name:~~ _____

~~Reference Business/Owner Name:~~ _____

~~Reference Contact Person:~~ _____

~~Reference Address:~~ _____

~~Reference Phone No.:~~ _____

~~Project Name:~~ _____

~~Project Location:~~ _____

~~Contractor Project Manager:~~ _____

~~Site Superintendent:~~ _____

~~Contract Amount:~~ _____

~~Date Project Commenced:~~ _____

~~Date of Substantial Completion:~~ _____

~~Date of Final Completion:~~ _____

~~Description of Work Performed:~~ _____

REFERENCE 2

~~Bidder Company Name:~~ _____

~~Reference Business/Owner Name:~~ _____

~~Reference Contact Person:~~ _____

~~Reference Address:~~ _____

~~Reference Phone No.:~~ _____

~~Project Name:~~ _____

~~Project Location:~~ _____

~~Contractor Project Manager:~~ _____

~~Site Superintendent:~~ _____

~~Contract Amount:~~ _____

~~Date Project Commenced:~~ _____

~~Date of Substantial Completion:~~ _____

~~Date of Final Completion:~~ _____

~~Description of Work Performed:~~ _____

~~ATTACHMENT 9 Continued~~

~~REFERENCE 3~~

~~Bidder Company Name:~~ _____

~~Reference Business/Owner Name:~~ _____

~~Reference Contact Person:~~ _____

~~Reference Address:~~ _____

~~Reference Phone No.:~~ _____

~~Project Name:~~ _____

~~Project Location:~~ _____

~~Contractor Project Manager:~~ _____

~~Site Superintendent:~~ _____

~~Contract Amount:~~ _____

~~Date Project Commenced:~~ _____

~~Date of Substantial Completion:~~ _____

~~Date of Final Completion:~~ _____

~~Description of Work Performed:~~ _____

~~Experience shall be related to successfully completed projects within the last seven (7) years (i.e. the project must have been Substantially Complete within seven (7) years of the due date of this ITB. Only projects that are complete or substantially complete as of the Bid due date will be considered).~~

~~I certify that the qualifications questionnaire information is true and correct to the best of my knowledge:~~

~~Company~~ _____

~~By~~ _____

~~Name~~ _____

~~Signature~~ _____

~~Address~~ _____ ~~Phone~~ _____

~~Date~~ _____

~~This document should be completed and returned with your Submittal.~~

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SECTION VIII
ATTACHMENT 10

VENDOR/CONTRACTOR'S LICENSE

**PROVIDE A COPY OF THE CONTRACTOR'S LICENSE(S)
AS STATED IN PARAGRAPH 27**

**SECTION VIII
ATTACHMENT 11**

TRENCH SAFETY ACT COMPLIANCE FORM

1. The Vendor/Contractor acknowledges the existence of the Florida Trench Safety Act at §553.60 through 553.64, Florida Statutes (current version) (hereinafter called the "Act") and the requirements established herein.
2. The Vendor/Contractor further acknowledges that the Act stabled the Federal excavation safety standards set forth at 29 CFR Part 1926, Subpart P as the Interim State standard applicable to this project.
3. The Vendor/Contractor will comply with all applicable trench safety standards, during all phases of the work, if awarded the Contract, and will ensure that all Sub-Contractors will also comply with the Act.
4. The Vendor/Contractor will consider the geotechnical information available from the County, from its own sources and all other relevant information in its design of the trench safety system it will employ on the subject project. The Vendor/Contractor acknowledges that the County is not obligated to provide such information, that Vendor/Contractor is not to rely solely on such information if provided, and that Vendor/Contractor is solely responsible for the selection of the data on which he relies in designing said safety system, as well as for the system itself.
5. The Vendor/Contractor acknowledges that included in the Total Price in the Bid Form are costs for complying with the Florida Trench Safety Act, which is in effect as of October 1, 1990. The undersigned further identifies the costs to be \$_____ per lineal foot.
6. The amount in Item 5 herein includes the Trench Safety Compliance Methods and the units of each safety measure. The unit costs and the unit prices are shown solely for the purpose of compliance with the procedural requirements of the Act.

Trench Safety Compliance Method	Unit (LF, SY)	Quantity	Unit Cost	Extended Cost
A. _____			\$ _____	\$ _____
B. _____			\$ _____	\$ _____
C. _____			\$ _____	\$ _____
D. _____			\$ _____	\$ _____
TOTAL:			_____	

Use additional blank sheets to further itemize if more room is required.

7. Acceptance of the Bid to which this certification and disclosure applies in no way represents that the County or its representatives have evaluated or determined that the above costs are adequate to comply with the applicable trench safety requirements, nor does it in anyway relieve the undersigned of his sole responsibility for complying all applicable safety requirements.

Company: _____

By: _____
Authorized Signature Date

This document should be completed and returned with your Submittal.

SECTION VIII
~~ATTACHMENT 12~~

AFFIDAVIT

~~(To be filled in and executed if the Vendor/Contractor is a Corporation)~~

~~STATE OF FLORIDA }~~

~~COUNTY OF HERNANDO }~~

_____ being duly sworn, deposes and says that he is Secretary of
_____, a Corporation organized and existing under and by
virtues of the laws of the State of Florida, and having its principal office at:

_____ (Address)

Affiant further says that he is familiar with the records, minute books and bylaws of
_____ (Name of Corporation) of the

Corporation, is duly authorized to sign _____ (Title)

the Bid for _____ for said Corporation by virtues
of:

~~(State whether a provision of bylaws or a Resolution of the Board of
Directors. If by Resolution, give date of adoption).~~

Affiant

Sworn to before me this _____ day of _____, 20_____.

Notary Public

~~This document should be completed and returned with your Submittal.~~

SECTION VIII
~~ATTACHMENT 13~~
BID BOND

~~Any singular reference to Vendor/Contractor, Surety, Owner, or other party shall be considered plural where applicable.~~

~~VENDOR/CONTRACTOR (Name and Address):~~

~~SURETY (Name and Address of Principal Place of Business):~~

~~OWNER:~~

~~BOARD OF COUNTY COMMISSIONERS, HERNANDO COUNTY, FLORIDA
20 North Main Street, Room 160
Brooksville, Florida 34601~~

~~BID~~

~~Project:~~

~~19-CG0119/BK TAXIWAY "A" REHABILITATION~~

~~BROOKSVILLE, FLORIDA~~

~~BOND~~

~~Bond Number:~~

~~Date (Not later than Bid due date):~~

~~Penal sum~~

~~_____ (Words)~~

~~_____ (Figures)~~

~~Surety and Vendor/Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.~~

~~VENDOR/CONTRACTOR~~

~~SURETY~~

~~_____ (Seal)
Vendor/Contractor's Name and Corporate Seal~~

~~_____ (Seal)
Surety's Name and Corporate Seal~~

~~By: _____
Signature and Title~~

~~By: _____
Signature and Title
(Attach Power of Attorney)~~

~~Attest: _____
Signature and Title~~

~~Attest: _____
Signature and Title~~

~~Note: Above addresses are to be used for giving required notice.~~

- ~~1. Vendor/Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Vendor/Contractor the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.~~
- ~~2. Default of Vendor/Contractor shall occur upon the failure of Vendor/Contractor to deliver within the time required by the Bid Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bid Documents and any performance and payment bonds required by the Bid Documents.~~
- ~~3. This obligation shall be null and void if:
 - ~~3.1. Owner accepts Vendor/Contractor's Bid and Vendor/Contractor delivers within the time required by the Bid Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bid Documents and any performance and payment bonds required by the Bid Documents, or~~
 - ~~3.2. All Bids are rejected by Owner, or~~
 - ~~3.3. Owner fails to issue a Notice of Award to Vendor/Contractor within the time specified in the Bid Documents (or any extension thereof agreed to in writing by Vendor/Contractor and, if applicable, consented to by Surety when required by Paragraph 5 hereof).~~~~
- ~~4. Payment under this Bond will be due and payable upon default by Vendor/Contractor and within thirty (30) calendar days after receipt by Vendor/Contractor and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.~~
- ~~5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Vendor/Contractor, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed One Hundred Twenty (120) days from Bid due date without Surety's written consent.~~
- ~~6. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in Paragraph 4 above is received by Vendor/Contractor and Surety and in no case later than one (1) year after Bid due date.~~
- ~~7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.~~
- ~~8. Notices required hereunder shall be in writing and sent to Vendor/Contractor and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre paid, and shall be deemed to be effective upon receipt by the party concerned.~~
- ~~9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.~~
- ~~10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.~~
- ~~11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.~~

SECTION VIII

ATTACHMENT 14

Enhancement of Contractor Protection From Reprisal For Disclosure of Certain Information 41 USC §4712

(a) Prohibition of Reprisals.-

(1) In general.-An employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

(2) Persons and bodies covered.-The persons and bodies described in this paragraph are the persons and bodies as follows:

- (A) A Member of Congress or a representative of a committee of Congress.
- (B) An Inspector General.
- (C) The Government Accountability Office.
- (D) A Federal employee responsible for contract or grant oversight or management at the relevant agency.
- (E) An authorized official of the Department of Justice or other law enforcement agency.
- (F) A court or grand jury.
- (G) A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

(3) Rules of construction.-For the purposes of paragraph (1)-

- (A) an employee who initiates or provides evidence of contractor, subcontractor, or grantee misconduct in any judicial or administrative proceeding relating to waste, fraud, or abuse on a Federal contract or grant shall be deemed to have made a disclosure covered by such paragraph; and
- (B) a reprisal described in paragraph (1) is prohibited even if it is undertaken at the request of an executive branch official, unless the request takes the form of a non-discretionary directive and is within the authority of the executive branch official making the request.

(b) Investigation of Complaints.-

(1) Submission of complaint.-A person who believes that the person has been subjected to a reprisal prohibited by subsection (a) may submit a complaint to the Inspector General of the executive agency involved. Unless the Inspector General determines that the complaint is frivolous, fails to allege a violation of the prohibition in subsection (a), or has previously been addressed in another Federal or State judicial or administrative proceeding initiated by the complainant, the Inspector General shall investigate the complaint and, upon completion of such investigation, submit a report of the findings of the investigation to the person, the contractor or grantee concerned, and the head of the agency.

(2) Inspector general action.-

- (A) Determination or submission of report on findings.-Except as provided under subparagraph (B), the Inspector General shall make a determination that a complaint is

ATTACHMENT 14 - Continued

frivolous, fails to allege a violation of the prohibition in subsection (a), or has previously been addressed in another Federal or State judicial or administrative proceeding initiated by the complainant or submit a report under paragraph (1) within 180 days after receiving the complaint.

(B) Extension of time.-If the Inspector General is unable to complete an investigation in time to submit a report within the 180-day period specified in subparagraph (A) and the person submitting the complaint agrees to an extension of time, the Inspector General shall submit a report under paragraph (1) within such additional period of time, up to 180 days, as shall be agreed upon between the Inspector General and the person submitting the complaint.

(3) Prohibition on disclosure.-The Inspector General may not respond to any inquiry or disclose any information from or about any person alleging the reprisal, except to the extent that such response or disclosure is-

- (A) made with the consent of the person alleging the reprisal;
- (B) made in accordance with the provisions of section 552a of title 5 or as required by any other applicable Federal law; or
- (C) necessary to conduct an investigation of the alleged reprisal.

(4) Time limitation.-A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

(c) Remedy and Enforcement Authority.-

(1) In general.-Not later than 30 days after receiving an Inspector General report pursuant to subsection (b), the head of the executive agency concerned shall determine whether there is sufficient basis to conclude that the contractor or grantee concerned has subjected the complainant to a reprisal prohibited by subsection (a) and shall either issue an order denying relief or shall take one or more of the following actions:

- (A) Order the contractor or grantee to take affirmative action to abate the reprisal.
- (B) Order the contractor or grantee to reinstate the person to the position that the person held before the reprisal, together with compensatory damages (including back pay), employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- (C) Order the contractor or grantee to pay the complainant an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the complainant for, or in connection with, bringing the complaint regarding the reprisal, as determined by the head of the executive agency.

(2) Exhaustion of remedies.-If the head of an executive agency issues an order denying relief under paragraph (1) or has not issued an order within 210 days after the submission of a complaint under subsection (b), or in the case of an extension of time under paragraph (b)(2)(B), not later than 30 days after the expiration of the extension of time, and there is no showing that such delay is due to the bad faith of the complainant, the complainant shall be deemed to have exhausted all administrative remedies with respect to the complaint, and the complainant may bring a de novo action at law or equity against the contractor or grantee to seek compensatory damages and other relief available under this section in the appropriate district court of the United States, which shall have jurisdiction over such an action without regard to the amount in controversy. Such an action shall, at the request of either party to the action, be tried by the court with a jury. An action under this paragraph

ATTACHMENT 14 - Continued

may not be brought more than two years after the date on which remedies are deemed to have been exhausted.

(3) Admissibility of evidence.-An Inspector General determination and an agency head order denying relief under paragraph (2) shall be admissible in evidence in any de novo action at law or equity brought pursuant to this subsection.

(4) Enforcement of orders.-Whenever a person fails to comply with an order issued under paragraph (1), the head of the executive agency concerned shall file an action for enforcement of such order in the United States district court for a district in which the reprisal was found to have occurred. In any action brought under this paragraph, the court may grant appropriate relief, including injunctive relief, compensatory and exemplary damages, and attorney fees and costs. The person upon whose behalf an order was issued may also file such an action or join in an action filed by the head of the executive agency.

(5) Judicial review.-Any person adversely affected or aggrieved by an order issued under paragraph (1) may obtain review of the order's conformance with this subsection, and any regulations issued to carry out this section, in the United States court of appeals for a circuit in which the reprisal is alleged in the order to have occurred. No petition seeking such review may be filed more than 60 days after.

(6) Issuance of the order by the head of the executive agency. Review shall conform to chapter 7 of title 5. Filing such an appeal shall not act to stay the enforcement of the order of the head of an executive agency, unless a stay is specifically entered by the court.

(7) Burdens of proof.-The legal burdens of proof specified in section 1221(e) of title 5 shall be controlling for the purposes of any investigation conducted by an Inspector General, decision by the head of an executive agency, or judicial or administrative proceeding to determine whether discrimination prohibited under this section has occurred.

(8) Rights and remedies not waivable.-The rights and remedies provided for in this section may not be waived by any agreement, policy, form, or condition of employment.

(d) Notification of Employees.-The head of each executive agency shall ensure that contractors, subcontractors, and grantees of the agency inform their employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

(e) Construction.-Nothing in this section may be construed to authorize the discharge of, demotion of, or discrimination against an employee for a disclosure other than a disclosure protected by subsection (a) or to modify or derogate from a right or remedy otherwise available to the employee.

(f) Exceptions.-

(1) This section shall not apply to any element of the intelligence community, as defined in section 3(4) of the National Security Act of 1947 (50 U.S.C. 401a(4)).

(2) This section shall not apply to any disclosure made by an employee of a contractor, subcontractor, or grantee of an element of the intelligence community if such disclosure-

(A) relates to an activity of an element of the intelligence community; or

ATTACHMENT 14 - Continued

(B) was discovered during contract, subcontract, or grantee services provided to an element of the intelligence community.

(g) Definitions.-In this section:

(1) The term "abuse of authority" means an arbitrary and capricious exercise of authority that is inconsistent with the mission of the executive agency concerned or the successful performance of a contract or grant of such agency.

(2) The term "Inspector General" means an Inspector General appointed under the Inspector General Act of 1978 and any Inspector General that receives funding from, or has oversight over contracts or grants awarded for or on behalf of, the executive agency concerned.

(h) Construction.-Nothing in this section, or the amendments made by this section, shall be construed to provide any rights to disclose classified information not otherwise provided by law.

(Added Pub. L. 112-239, div. A, title VIII, §828(a)(1), Jan. 2, 2013, 126 Stat. 1837 ; amended Pub. L. 113- 66, div. A, title X, §1091(e), Dec. 26, 2013, 127 Stat. 876 ; Pub. L. 114-261, §1(a)(2), (3)(A), Dec. 14, 2016, 130 Stat. 1362 .)

REFERENCES IN TEXT

The Inspector General Act of 1978, referred to in subsec. (g)(2), is Pub. L. 95-452, Oct. 12, 1978, 92 Stat. 1101 , which is set out in the Appendix to Title 5, Government Organization and Employees.

AMENDMENTS

2016-Pub. L. 114-261, §1(a)(3)(A)(i), substituted "Enhancement" for "Pilot program for enhancement" in section catchline.

Subsec. (a)(1). Pub. L. 114-261, §1(a)(2), substituted "grantee, or subgrantee or personal services contractor" for "or grantee".

Subsec. (i). Pub. L. 114-261, §1(a)(3)(A)(ii), struck out subsec. (i). Text read as follows: "This section shall be in effect for the four-year period beginning on the date of that is 180 days after the date the enactment of this section."

2013-Subsec. (i). Pub. L. 113-66 inserted "that is 180 days after the date" before "the enactment".

EFFECTIVE DATE OF 2013**AMENDMENT**

Pub. L. 112-239, div. A, title VIII, §828(b), Jan. 2, 2013, 126 Stat. 1840 , provided that: "(1) In general.-The amendments made by subsection (a) [enacting this section] shall take

effect on the date that is 180 days after the date of the enactment of this Act [Jan. 2, 2013], and shall, during the period section 4712 of title 41, United States Code, as added by such subsection, is in effect, apply to-

"(A) all contracts and grants awarded on or after such date;

"(B) all task orders entered on or after such date pursuant to contracts awarded before, on, or after such date; and

"(C) all contracts awarded before such date that are modified to include a contract clause providing for the applicability of such amendments.

ATTACHMENT 14 - Continued

"(2) Revision of federal acquisition regulation.-Not later than 180 days after the date of the enactment of this Act, the Federal Acquisition Regulation shall be revised to implement the requirements arising under the amendments made by this section [enacting this section and amending sections 4310 and 4705 of this title].

"(3) Inclusion of contract clause in contracts awarded before effective date.-At the time of any major modification to a contract that was awarded before the date that is 180 days after the date of the enactment of this Act [Jan. 2, 2013], the head of the contracting agency shall make best efforts to include in the contract a contract clause providing for the applicability of the amendments made by this section to the contract."

¹ So in original.

I have read the above prohibition of reprisals federal requirements and will comply.

Signature

Date

Print Name

Print Title

SECTION VIII
ATTACHMENT 17
STATEMENT OF GOOD FAITH EFFORTS

The Bidder shall demonstrate the good faith efforts made to meet the DBE goals established as long as all of the requested information is included. Failure to include all requested information shall result in the bid being determined as nonresponsive to the DBE requirements.

The following list is not intended to be exclusive or exhaustive and the Owner will look not only at the different kinds of efforts the bidder has made, but also the quality, quantity, intensity and timeliness of those efforts. It is the responsibility of the bidder to exercise good faith efforts. Any act or omission by the Owner shall not relieve the bidder of this responsibility.

Criteria listed below are excerpted from Appendix A of 49 CFR 26, as amended. A response is required to address each cited paragraph. Additional pages may be added as necessary.

1. Whether the Bidder attended the Pre-Bid conference, if held:

Attended _____ Not Attended _____ Not Held _____

2. Whether and when the bidder provided written notice to all certified DBE's that perform the type of work to be subcontracted and advising the DBE's of the specific work the bidder intends to subcontract; that their interest in the contract is being solicited; and how to obtain information for the review and inspection of contract plans and specifications.

All letters from bidders to prospective DBE subcontractors must be post marked or fax recorded a minimum of 12 calendar days prior to bid opening.

3. Provide complete list of all DBE's solicited.

DBE SUBCONTRACTOR	DBE TYPE¹	TYPE OF WORK

4. Provide complete list of all DBE's who submitted bids which were not the low responsive bids.

DBE SUBCONTRACTOR	DBE TYPE¹	TYPE OF WORK

Note: 1 – Note: Women, Black American, Hispanic American, Native American, Asian-Pacific American, Subcontinent Asian American, Other (Specify)

Name of Authorized Individual

Authorized Signature

Date

SECTION VIII ATTACHMENT 18



OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 8/31/2019

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes No N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes No N/A

SECTION VIII ATTACHMENT 18 - Continued

- 3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).
 Yes No N/A

- 4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction. Yes No N/A

- 5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).
 Yes No N/A

- 6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:
 - a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
 - b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency. Yes No N/A

- 7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).
 Yes No N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location:

Address:

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

SECTION VIII
ATTACHMENT 18 - Continued

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

SECTION VIII ATTACHMENT 19



OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 8/31/2019

Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes No

SECTION VIII
ATTACHMENT 19 - Continued

- 2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes No

- 3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

SECTION VIII ATTACHMENT 20

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
[Redacted]	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input style="width: 80px;" type="text"/>	* First Name: <input style="width: 200px;" type="text"/>
Middle Name: <input style="width: 150px;" type="text"/>	
* Last Name: <input style="width: 300px;" type="text"/>	Suffix: <input style="width: 80px;" type="text"/>
* Title: <input style="width: 250px;" type="text"/>	
* SIGNATURE: <input style="width: 250px; height: 30px;" type="text"/>	* DATE: <input style="width: 80px; height: 20px;" type="text"/>

SECTION VIII ATTACHMENT 21

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
4040-0013

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name <input style="width:100%;" type="text"/> * Street 1 <input style="width:100%;" type="text"/> Street 2 <input style="width:100%;" type="text"/> * City <input style="width:100%;" type="text"/> State <input style="width:100%;" type="text"/> Zip <input style="width:100%;" type="text"/> Congressional District, if known: <input style="width:100%;" type="text"/>		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: <div style="height: 100px;"></div>		
6. * Federal Department/Agency: <input style="width:100%;" type="text"/>	7. * Federal Program Name/Description: <input style="width:100%;" type="text"/> CFDA Number, if applicable: <input style="width:100%;" type="text"/>	
8. Federal Action Number, if known: <input style="width:100%;" type="text"/>	9. Award Amount, if known: \$ <input style="width:100%;" type="text"/>	
10. a. Name and Address of Lobbying Registrant: Prefix <input style="width:100px;" type="text"/> * First Name <input style="width:100px;" type="text"/> Middle Name <input style="width:100px;" type="text"/> * Last Name <input style="width:100px;" type="text"/> Suffix <input style="width:100px;" type="text"/> * Street 1 <input style="width:100px;" type="text"/> Street 2 <input style="width:100px;" type="text"/> * City <input style="width:100px;" type="text"/> State <input style="width:100px;" type="text"/> Zip <input style="width:100px;" type="text"/>		
b. Individual Performing Services (including address if different from No. 10a) Prefix <input style="width:100px;" type="text"/> * First Name <input style="width:100px;" type="text"/> Middle Name <input style="width:100px;" type="text"/> * Last Name <input style="width:100px;" type="text"/> Suffix <input style="width:100px;" type="text"/> * Street 1 <input style="width:100px;" type="text"/> Street 2 <input style="width:100px;" type="text"/> * City <input style="width:100px;" type="text"/> State <input style="width:100px;" type="text"/> Zip <input style="width:100px;" type="text"/>		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
* Signature: <input style="width:100%;" type="text"/> * Name: Prefix <input style="width:100px;" type="text"/> * First Name <input style="width:100px;" type="text"/> Middle Name <input style="width:100px;" type="text"/> * Last Name <input style="width:100px;" type="text"/> Suffix <input style="width:100px;" type="text"/> Title: <input style="width:100%;" type="text"/> Telephone No.: <input style="width:100%;" type="text"/> Date: <input style="width:100%;" type="text"/>		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97) Composite Exhibit "A"

SECTION VIII ATTACHMENT 22

Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1. The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. The applicant represents that it is () is not () is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Signature

Date

Print Name

Print Title

SECTION IV
ATTACHMENT 23
VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES

Respondent Vendor Name: _____

Vendor/Contractor FEIN: _____

Vendor/Contractor's Authorized Representative Name and Title:

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Section 287.135 (Current Edition), Florida Statutes, prohibits agencies from Contracting with companies for goods or services of \$1,000,000.00 or more, that are on either the Scrutinized Companies with Activities in Sudan list, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector lists which are created pursuant to s. 215.473 F.S. (Current Edition), or the Scrutinized Companies that Boycott Israel list, created pursuant to s. 215.4725 F.S. (Current Edition), or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector list, or the Scrutinized Companies that Boycott Israel list. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135 (Current Edition), Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs and does not have business operations in Cuba or Syria.

Certified by: _____

who is authorized to sign on behalf of the above-reference company.

Print Name and Title:

Date: _____

This document should be completed and returned with your Submittal.