

REQUEST FOR PROPOSALS

Broadband Feasibility Study

Consultant Services

RFP25-IT001



City of Sanibel

800 Dunlop Road

Sanibel, Florida 33957

www.mysanibel.com

RFP Issued:

March 24, 2025

Closing Date:

April 24 2025

at 3:00 PM

IMPORTANT: Responses received after the due date will not be considered and will be returned without review

A. INTRODUCTION

The purpose of this Request for Proposals (“RFP”) is to solicit Proposals from qualified firms to complete a Broadband Feasibility Study.

The intent of the City of Sanibel (hereinafter “City” or “city”) is to award a contract by the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant – Disaster Recovery (CDBG-DR). Program Consultants are required to comply in accordance with Federal Grant Requirements, 2 CFR part 200 and 24 CFR part 570, terms, conditions, and specifications. The City will select the top-ranked firm to perform the specified services based upon the evaluation as provided herein.

B. CITY OF SANIBEL

General Information

1. The City of Sanibel is located on a barrier island in the Southwestern portion of the State of Florida and has a permanent population of approximately 6,600, increasing to approximately 31,000 during the peak winter season.
2. The City provides a full range of municipal services, including police, emergency management, and 911 services, streets and shared use pathway maintenance, parks & recreation (including a 32,000 square foot Recreation Facility), planning, public improvements, wastewater utility services, natural resource management, below market rate housing and general administrative services.
3. The City operates under a Council-Manager form of government. The legislative and governing body of the City consists of five council members elected at-large from whom a Mayor and Vice-Mayor is selected annually by majority vote of the council members. Each Council Member is elected to a four-year staggered term.
4. The Council appoints the City Attorney and the City Manager, who is the chief administrative officer of the City. The City Manager hires all other City employees. Dana Souza has served as City Manager since November 2021.
5. In November of 1974, the Island of Sanibel became incorporated as a municipality of Lee County, Florida. The desire for self-determination grew from the perceived need for orderly future development of Sanibel such that the natural characteristics of the Island are preserved. The Act establishing the City includes the following language: “in the planning for the orderly future development of an Island community known far and wide for its unique atmosphere and unusual natural environment and to ensure compliance with such planning so that these unique and natural characteristics of the Island shall be preserved.”
6. The Sanibel Plan is the City’s comprehensive land use plan, first adopted in 1976. The Sanibel Plan includes a vision statement, first incorporated into the plan in 1995 and adopted into the City’s charter in 2006. The hierarchy of values as put forth in the [Vision Statement](#) is central to any policy decision made by the City – sanctuary as the primary quality, followed by community, followed by attraction, but attraction only if done in a way that protects both the wildlife and people who make Sanibel Island their home.
7. The Sanibel Plan strictly limits density and development, and the City is essentially built out, with approx. 9,000 units permitted by the development intensity map and few vacant lots remaining. However, traffic and traffic management – particularly related to seasonal traffic –have been issues in the community since incorporation. Sanibel is a popular tourist destination with only one point of vehicular access.

C. SCOPE OF SERVICES

General Requirements

Contractor will provide Broadband Feasibility Study Services in the City with a focus on providing

enhanced and reliable Broadband Internet Service to all Sanibel areas, residents, business and other entities. Of particular note would be areas lacking appropriate coverage, deemed not financially viable by the current ISP's due to the costs to provide them service. The study should identify broadband needs, needs by subscribers for symmetrical, increased speed and access and what available technologies can satisfy them, methods to provide services, and funding opportunities.

The Study will also evaluate the option for the City to become an Internet Service Provider, likely as a separate Enterprise Entity. This evaluation also needs to fully examine all the aspects of this option with regards to, but not limited to: funding options, state statute requirements, public-private partnerships, and changes needed to Sanibel ordinances that might be required.

Contractor will, in the performance of this Agreement, maintain close communications with the City Project Manager.

The Scope of Work is a written set of expectations that will be included in a Broadband Feasibility Study Services agreement. Contractor's proposals shall address, at a minimum, the areas outlined in the Scope of Work, and shall clearly identify the Contractor's approach to each part of this RFP to meet the City's goals. It will be the Contractor's responsibility to determine how each task will be undertaken and identify the specific elements that will be required to accomplish the objectives of the project.

1. Conduct a review of current trends in telecommunications technologies and the industries they support. Assess what will be required to develop additional broadband infrastructure.
2. Complete an analysis of the existing Internet service providers (ISPs) and existing broadband infrastructure in the area of study. Provide a clear picture of the state of broadband in the study area and how any forthcoming network will fit into that landscape. Analysis should identify service models that could be utilized in the area. Outcomes will include GIS maps detailing the physical extent of fiber-optic lines, service areas, incumbency, and level of service provided.
3. Complete a residential market analysis to serve as the basis for determining market need and adoption rates if new infrastructure is installed.
4. Complete a needs assessment for larger-scale use of broadband for area businesses, library, non-profits, schools, and other economic development stakeholders. Receive and take into consideration stakeholder concerns and input and ensure the needs of the business community are known and met. This can be facilitated using online surveys, community interviews, and business interviews.
5. Identify state and federal funding (ARPA) options as well as public or private partnerships that are available to the county for funding the construction, implementation, and subsequent operation of the network. Develop a cost table with associated costs, mapping, and timelines to construct infrastructure upgrades.
6. If it is determined that the City should embark to provide services as a Enterprise, develop a set of initial projects for the City to embark upon to begin the creation of the fiber-optic network. These projects will consider all the information gathered so far concerning the existing fiber-optic infrastructure, any gaps in the same, and the overall landscape of broadband in the county or study area.

Project Deliverables

1. Broadband infrastructure strategic technology implementation plan for area of study.
2. Recommend and prioritize projects based on studies above for all areas.
3. Investigate and recommend funding sources that include local, state, federal, and private

- opportunities.
4. Detailed analysis of potential models for an expanded network to meet the unmet needs of the county based on the project assessment. This will include the evaluation for Sanibel to become and Internet Service Provider. This includes but is not limited to the following: benefits; liabilities; likely challenges; if local ordinances or other statutory and regulatory changes that would be needed; a detailed business model.
 5. Evaluate and identify public-private partnerships for infrastructure projects and how they would work.

D. QUALIFICATIONS

1. Respondents must meet the minimum qualification requirements provided herein, to be considered responsive to the requirements of this RFP. Respondents must provide sufficient documentation to demonstrate their compliance with the following minimum requirements:
2. Must be registered at www.SAM.gov, or provide proof of having initiated the registration process, and have no Active Exclusions cited at www.SAM.gov.
3. Must have successfully completed at least three (3) projects of similar scope described herein, within the past eight (8) years.
4. Respondents must possess demonstrated experience in Broadband Analysis, Engineering, Public Outreach, or Public-Private Telecommunications Partnerships. Provide work samples and references.

E. SPECIAL CONSIDERATIONS

1. The Information Technology Director will serve as the main point of contact for this contract.
2. Consultants must have a current Lee County Business Tax receipt and be eligible to apply for a Sanibel Business Tax Receipt, if one has not been issued.
3. Under no circumstances should any prospective proposer, or anyone acting for or on behalf of a prospective proposer, seek to influence or gain the support of any member of the City Council or City staff favorable to the interest of any prospective proposer. Likewise, contact with City Council members or City staff against the interests of other prospective proposers is prohibited. Any such activities may result in the exclusion of the prospective proposer from consideration by the City.
4. Questions or clarifications relating to this RFP are to be submitted to the Information Technology Director via email to (bert.smith@mysanibel.com). Questions must be received by the City no later than 3 business days prior to the proposal opening to ensure sufficient time to reply. Responses will be issued within 2 business days of receipt. Questions will not receive oral responses, except to confirm if the City received the written question. Responses to questions or clarifications will be sent out to all proposers via an addendum.
6. By submission of this proposal, the undersigned, as proposer, does declare that the only person, or persons, interested in this proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a proposal, and that it is, in all respects, fair and in good faith without collusion or fraud;
7. Conflict of interest/Business Relationship Disclosure Requirement: The award hereunder is subject to the provisions of F.S. 112.313(2), 112.313(7) & 112.317.
8. Failure to Make a Disclosure/Public Officers and Employees: All bidders must disclose with their submission the name of any officer, director or agent who is also an employee of the city.
9. or any of its agencies. Further, all bidders must disclose the name of any city employee

- who owns directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches. The award is also subject to F.S. 119.071 Public Records
10. Among others listed herein, the following Florida Statutes must be followed:
 - A) F.S. 287.05701 Prohibition against using social, political or ideological interests in government contracting.
 - B) F.S. 287.133 Convicted vendor
 - C) F.S. 20.055(5) Inspector General Cooperation
 - D) F.S. 218.80 Public Bid Disclosure Act
 - E) F.S. 287.134 Discriminatory Vendor List
 - F) F.S. 337.168 Confidentiality provision
 - G) F.S. 435 Background Screening Compliant
 - H) F.S. 448.095 Employment Eligibility requirement
 - I) F.S. 607.1501 Foreign Corporation
 - J) F.S. 760 Florida Civil Rights Act
 - K) F.S. 287.057 (25) Anti-Lobbying Clause (Cone of Silence)

F. SELECTION PROCESS AND SCHEDULE

Issue RFP March 24, 2025
 RFP Proposals Due to City April 24, 2025, 3:00 PM
 Evaluation Committee Review of Proposals April 28, 2025
 Final Selection and Recommendation to City Council..... May 12, 2025
 City Council Meeting to Approve Recommendation..... June 3, 2025

G. PROPOSAL EVALUATION

Each proposal will be evaluated in accordance with the following sets of criteria:

1. Cover Letter (No points assigned)
 - a. Brief letter introducing the firm or team
 - b. Information on why the City should select the firm/team
 - c. Identification of primary engagement personnel and/or main points of contact
2. Qualifications and Experience of Person(s) Assigned to the Project (30 points)
 - a. Respondent must demonstrate possessing at least the minimum qualifications provided herein. Respondent shall sufficiently demonstrate the qualifications of company, staff, key personnel, and any proposed sub-consultants and sub-contractors who may perform any aspect of the scope of services provided herein.
 - b. Respondent(s) shall provide a brief summary of the overall capabilities of staff and any proposed sub-consultants and sub-contractors relative to Broadband Analysis, Engineering, Public Outreach, or Public-Private Telecommunications Partnerships, as outlined in the scope of work. Copies of all current licenses and applicable certifications held by the Respondent and proposed sub-consultants and/or subcontractors must be submitted.
 - c. Respondents and/or sub-consultants or sub-contractors that possess staff and company qualifications in multiple disciplines should provide documentation of all qualifications for each discipline.
 - d. Should sub-consultant(s) be listed as part of the project team, the proposer shall provide a letter from each sub-consultant that indicates the sub-consultant's intent to be part of the project team. Provide three (3) completed reference questionnaires from municipal

clients whose projects are of a similar nature to this solicitation as a part of their proposal completed within the past 8 years. Points will be awarded by each reviewer by comparing the needs of the City to the information provided in each proposal

3. Experience of the Firm (30 points)

- a. The ideal Consultant(s) shall possess demonstrated experience in Broadband Analysis, Engineering, Public Outreach, or Public-Private Telecommunications Partnerships.
- b. Respondents must demonstrate meeting the minimum experience requirements provided herein. Respondents shall provide a minimum of three (3) reference projects from within the last eight (8) years, similar to the scope stated above and done on behalf of a federal, state, or local entity. The City reserves the right to contact any or all of them, as a reference.
- c. The Respondent shall provide at least three (3) separate and verifiable clients, for which work similar to that specified in this solicitation has been performed. The references provided must cumulatively document at least three (3) years of similar service.

4. Cost Proposal (15 points)

Respondents shall submit a not-to-exceed cost breakdown to complete the scope of services. The cost proposal must include a statement that the proposal remains in effect for ninety (90) days.

5. Capacity of Firm (20 points)

Indicate whether firm currently has on payroll all employees necessary for performance of all the required work or whether firm would have to hire new employees, and whether the firm otherwise has the financial resources to timely provide the services. Describe staffing plans and the intended presence in the City. Provide information about whether management resources will be positioned locally to ensure completion of the scope of work described in this RFP. Respondents shall describe any current/future workloads that responsible personnel are assigned simultaneous to their prospective work for the City of Sanibel. Any additional information the Respondent wishes to be considered in the evaluation of its ability to render services to the City.

6. Certified small and minority business, women business enterprise and veteran owned business enterprises (5 points)

Provide applicable documentation supporting the Respondent's qualifications as a minority, small business, or women-owned entity.

H. MANDATORY PROPOSAL FORMAT RESPONSE

Interested firms must submit three (3) paper copies and one electronic version on a USB flash drive of their proposal. Proposal must be submitted as follows in a sealed envelope identifying the RFP Name, Number and Closing date as shown on the first page of this Request.

Submit proposals to:

City of Sanibel

Bert Smith, IT Director
800 Dunlop Road
Sanibel, Florida 33957

- I. **GENERAL CONDITIONS:** This is a request for proposals. Any and all of the following general conditions, covered on the next three pages, that are or could be applicable to a proposal, or a contract for services, arising therefrom, shall be deemed applicable and effective. Any reference to "bid" or "bidder" shall be deemed a reference to "proposal" or "proposer", as applicable.
1. **SEALED BID:** All bids must be submitted in a sealed envelope. The face of the envelope shall contain the bid name and bid number. Bids not submitted on attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.
 2. **EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the proposal section. Bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to his bid must be initialed.
 3. **NO BID:** If not submitting a bid, please respond by returning a statement explaining the reason in the spaces provided. Failure to respond to a city RFP, RFQ or ITB 3 times in succession without justification shall be cause for removal of the supplier's name from the bid mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID," and it must be received no later than the stated bid opening date and hour.
 4. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not so delivered, will not be considered. Offers by telephone or fax are not acceptable. Bid files may be examined during normal working hours.
 5. **WITHDRAWAL OF BIDS:** By written request, any bidder may withdraw a bid at any time prior to the scheduled bid opening. Bids may not be withdrawn within ninety (90) days after the opening of bids.
 6. **PRICES, TERMS and PAYMENT:** Firm Prices shall be bid and include all packing, handling, shipping charges and delivery to the destination shown herein. Bidder is encouraged to offer cash discount for prompt invoice payment. Payment terms of less than 45 days will not be considered.
 - a. **TAXES:** The City of Sanibel does not pay federal excise and sales taxes on direct purchases of tangible personal property. See exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of City-owned real property.
 - b. **MISTAKES:** Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.
 - c. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be a new, current standard production model available at the time of this bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
 - d. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under.

- e. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall carry U.L. approval and re-examination listing where such has been established.
 - f. **PAYMENT:** Payment will be made by the City after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified in the bid. Failure to follow these instructions may result in delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence.
7. **DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, unless otherwise specified.
8. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form.
9. **INTERPRETATIONS:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than three (3) business days prior to the bid opening. Inquiries must reference the date of bid opening and bid number. Failure to comply with this condition will result in bidder waiving his right to dispute the bid.
10. **AWARDS:** As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, all or none or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received.
11. **ADDITIONAL QUANTITIES:** For a period not exceeding ninety (90) days from the date of acceptance of this offer by the City, the right is reserved to acquire additional quantities up to but not exceeding those shown on bid at the prices bid in this invitation. If additional quantities are not acceptable, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." (THIS PARAGRAPH DOES NOT APPLY FOR A TERM CONTRACT.)
12. **SERVICE AND WARRANTY:** Unless otherwise specified, the bidder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are

provided.

13. **PURCHASES BY OTHER GOVERNMENTAL AGENCIES:** The City of Sanibel is one of several local entities participating in cooperative purchasing agreements. As such, other entities in Collier, Lee and Charlotte Counties may elect to purchase from this contract, unless the bidder explicitly states in his bid proposal that the bid prices are offered to the City of Sanibel only.
14. **BID PROTEST:** Any person adversely affected by a proposed decision concerning a bid or award may protest the proposed decision by filing a written notice of protest with the city representative prior to the award of the contract, or by presenting the protest to city council prior to the award. The city council may refer the matter to a hearing officer for an informal hearing and recommendation to council prior to awarding a contract or may determine the protest on its own. The decision of the city council constitutes final action by the city.
15. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering
16. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City shall be final and binding on both parties.
17. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful bidder to notify the City at once, indicating in his letter the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the City.
18. **LEGAL REQUIREMENTS:** Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City of Sanibel by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
19. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the City of Sanibel and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Sanibel. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
20. **ADVERTISING:** In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial advertising.

21. **ASSIGNMENT:** Any Purchase Order issued pursuant to this bid invitation and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City.
22. **LIABILITY:** The supplier shall hold and save the City of Sanibel, its officers, agents, and employees harmless from liability of any kind in the performance of this contract.
23. **PUBLIC ENTITY CRIMES:** 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
24. **DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
25. **COUNTY TAXES:** No proposal shall be accepted from, and no contract will be awarded to any person, firm or corporation that is in arrears to the government of Sanibel or Lee County, Florida.
26. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:** The City of Sanibel encourages and agrees to the successful bidder/proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder/proposer.
27. **GENERAL INSURANCE REQUIREMENTS**
 - a. The Contractor shall not commence work until it has obtained all the insurance required under this RFP and until such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the City.
 - b. Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the City contract for which they are issued.
 - c. The policies of Insurance shall be primary and written on forms acceptable to the City and placed with Insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial A.M. Best & Company rating of no less than A- VII. The City of Sanibel is to be specifically included as an Additional Insured with regard to Comprehensive General Liability and the following shall also be stated on the Certificate: "The City of Sanibel shall be designated as Certificate Holder." This does not pertain to Workers' Compensation.
 - d. In the event the insurance coverage expires prior to the completion of the contract, a

renewal certificate shall be issued thirty (30) days prior to said expiration date. The policy shall provide a thirty (30) day notification clause in the event of cancellation or modification to the policy.

28. COMPREHENSIVE GENERAL LIABILITY

Not less than \$500,000 per occurrence; Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent Contractors and Products and/or Completed.

29. WORKERS' COMPENSATION

Coverage per statutory Limits.

30. CERTIFICATE OF INSURANCE

- a. The Certificate must state the proposal number and title.
- b. The City of Sanibel must be named as Additional Insured on the insurance certificate and the following must also be stated on the certificate. "These coverages are primary to all other coverages the City possesses for this contract only."
- c. The City of Sanibel shall be named as the Certificate Holder. The Certificate Holder shall read as follows:
The City of Sanibel
800 Dunlop Road
Sanibel, Florida 33957
- d. No City Division, Department, or individual name should appear on the Certificate.
- e. No other format will be acceptable.
- f. When using the "Accord" form of insurance certificate, please note that under the cancellation clause, the following must be deleted: "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company".
- g. Thirty (30) days cancellation notice required.

J. IF THIS BID IS FOR A TERM CONTRACT, THE FOLLOWING CONDITIONS SHALL ALSO APPLY

- 1. **ELIGIBLE USERS:** All departments of the City of Sanibel are eligible to use this term contract. Such purchases shall be exempt from the competitive bid requirements otherwise applying to their purchases.
- 2. **PRICE ADJUSTMENTS:** Any price decrease effectuated during the contract period by reason of market change shall be passed on to City of Sanibel. Price increases are not acceptable.
- 3. **CANCELLATION:** This contract may be cancelled in whole or in part by the City, upon fifteen (15) days' prior written notice to the contractor.
- 4. **RENEWAL:** To the extent applicable, the City of Sanibel reserves the option to renew the period of this contract, or any portion thereof for up to two (2) additional periods and under the same terms and conditions, upon written notice to the contractor.
- 5. **ABNORMAL QUANTITIES:** While it is not anticipated, should any unusual or abnormal

requirements arise, the City reserves the right to solicit separate bids thereon.

6. **FISCAL NON-FUNDING CLAUSE:** In the event sufficient funds are not budgeted for a new fiscal period, the City shall notify the contractor of such occurrence and the contract shall terminate on the last day of the current fiscal year without penalty or expense to the City.

K. IF THIS BID IS FOR PERFORMING A SERVICE, THE FOLLOWING CONDITIONS SHALL ALSO APPLY

1. **ALTERNATIVE BIDS:** Bidders offering service delivery methods other than those permitted by the scope of work may submit a separate envelope clearly marked "ALTERNATIVE BID". Alternative bids will be deemed non-responsive and will not be considered for award. All such responses will, however, be examined prior to award. Such examination may result in cancellation of all bids received to permit rewriting the scope of work to include the alternative method, or the alternative method may be considered for future requirements of the City of Sanibel.
2. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns and transfers to the City of Sanibel all rights, titles and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida that relate to the particular goods or services purchased or acquired by the City of Sanibel under said contract.
3. **BIDDER INVESTIGATIONS:** Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City of Sanibel upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.
4. **CERTIFICATES AND LICENSES:** The contractor shall provide notarized copies of all valid licenses and certificates required for the performance of the work. The notarized copies shall be delivered to the City of Sanibel no later than ten (10) days after the contractor receives the notice of award from the City of Sanibel. Current notarized copies of all licenses and certificates shall be provided to the City within twenty-four hours of demand at any time during the contract term.
5. **CHANGE IN SCOPE OF WORK:** The City of Sanibel may order changes in the work consisting of additions, deletions or other revisions within the general scope of the contract. No claims may be made by the contractor that the scope of the project or of the contractor's services has been changed, requiring changes to the amount of compensation to the contractor or other adjustments to the contract unless such changes or adjustments have been made by written amendment to the contract signed by the City of Sanibel and the contractor. If the contractor believes that any particular work is not within the scope of the project and is a material change, or will otherwise require more compensation to the contractor, the contractor must immediately notify the City in writing of this belief. If the City believes that the particular work is within the scope of the contract as written, the contractor will be ordered to, and shall continue with, the work as changed and at the cost stated for the work within the scope.

6. **CONTRACTOR PERSONNEL:** The City of Sanibel shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the contractor. If the City reasonably rejects staff or subcontractors, the contractor must provide replacement staff or subcontractors satisfactory to the City in a timely manner and at no additional cost to the City. The day-to-day supervision and control of the contractor's employees and sub- contractors is the responsibility solely of the contractor.
7. **COST REIMBURSEMENT:** The contractor agrees that all incidental costs, including allowances for profit and tools of the trade, must be included in the bid proposal rates. If an arrangement by written agreement is made between the contractor and the City to reimburse the contractor for the cost of materials provided in the performance of the work, the contractor shall be reimbursed in the following manner: The City shall reimburse the contractor on completion and acceptance of each assigned job, only for those materials actually used in the performance of the work that is supported by invoices issued by the suppliers of the contractor describing the quantity and cost of the materials purchased. No surcharge shall be added to the supplier's invoices or included in the contractor's invoice submitted to the City that would increase the dollar amount indicated on the supplier's invoice for the materials purchased for the assigned job. All Payments will be made in accordance with F.S. 218.70 Local Government Prompt Payment Act.
8. **EXCEPTIONS:** Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.
9. **FAILURE TO DELIVER:** In the event of the contractor to fail to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the contractor responsible for any resulting purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have. The vendor is subject to Liquidated Damages for failure to deliver services in accordance with the contract terms and conditions. Liquidated Damages will be assessed in the amount of \$100 per day for each day the vendor is out of compliance with the terms and conditions of the contract.
10. **FAILURE TO ENFORCE:** Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.
11. **FORCE MAJEURE:** The contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions and acts of God beyond the control of the contractor, unless otherwise specified in the contract.
12. **INDEPENDENT CONTRACTOR:** The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered employees, servants or agents of the City of Sanibel and the City of Sanibel shall be at no time legally responsible for any negligence or any wrongdoing by the contractor, its servants or agents. The City of Sanibel shall not withhold from the contract payments to the contractor any federal income taxes, Social Security tax, or any other amounts for benefits to

the contractor. Further, the City shall not provide to the contractor any insurance coverage or other benefits, including Workers' Compensation normally provided by the City for its employees.

13. **ORAL STATEMENTS:** No oral statement of any person shall modify or otherwise affect the terms, conditions or specifications stated in this contract. All modifications to the contract must be made in writing, signed by the City of Sanibel and the contractor.
14. **QUALIFICATIONS OF BIDDERS:** The bidder may be required, before the award of any contract, to show to the complete satisfaction of the City of Sanibel that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The bidder may also be required to give a past history and references in order to satisfy the City in regard to the bidder's qualifications. The City may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all information for this purpose that may be requested. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include those criteria detailed in Section G(2) above, including:
 - a. The ability, capacity, skill and financial resources to perform the work or service.
 - b. The ability to perform the work service promptly or within the time specified, without delay.
 - c. The character, integrity, reputation, judgment, experience, and efficiency of the bidder
 - d. The quality of performance of previous contracts or services.
15. **QUALITY CONTROL:** The contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City.
16. **RECOVERY OF MONEY:** Whenever, under the contract, any sum of money shall be recoverable from or payable by the contractor to the City, the same amount may be deducted from any sum due to the contractor under the contract or under any other contract between the contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the contractor.
17. **REQUIREMENTS CONTRACT:** During the period of the contract, the contractor shall provide all the services described in the contract. The contractor understands and agrees that this is a requirements contract, and that the City shall have no obligation to the contractor if no services are required. Any quantities that are included by the City in the scope of work reflect the current expectations of the City for the period of the contract. The amount is only an estimate, and the contractor understands and agrees that the City is under no obligation to the contractor to buy any amount of services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The contractor further understands and agrees that the City may require services in excess of the estimated annual contract amount and that the quantity actually used whether in excess of, or less than, the estimated

annual contract amount and that the quantity actually used shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

18. **TERMINATION FOR CONVENIENCE:** The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be affected by the delivery to the contractor of a written notice of termination of at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, except as otherwise directed, the contractor shall stop work on the date of the receipt of the notice or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
19. **TERMINATION FOR DEFAULT:** The City of Sanibel reserves the right to terminate the contract if the City determines that the contractor has failed to perform satisfactorily the work required, as determined by the City. In the event the City decides to terminate the contract for failure to perform satisfactorily, the City shall give to the contractor at least fifteen (15) days' written notice before the termination takes effect. The fifteen-day period will begin upon the mailing of notice by the City. If the contractor fails to cure the default within the fifteen (15) days specified in the notice and the contract is terminated for failure to perform satisfactorily, the contractor shall be liable for all excess costs that the City is required to expend to complete the work under contract.

L. THE FOLLOWING CONDITIONS ARE APPLICABLE FOR FEDERALLY FUNDED PROJECTS

The supplemental conditions contained in this section are intended supplement, and to modify, if necessary, the general conditions and other specifications. In cases of conflict with any other section of this contract, these supplemental conditions shall govern. This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the contract. Pursuant uniform requirements of federal awards (2 CFR Part 200.1) the definition of CONTRACTOR is an entity that receives a Contract / Purchase Order.

1. **Compliance with Federal Law, Regulations and Executive Orders:** The City agrees to include in any contract that the contractor (i) is bound by the terms of the Federally-Funded Grant Agreement, (ii) is bound by all applicable state and federal laws and regulations, and (iii) shall hold the Division and City harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement, to the extent allowed and required by law. Specifically, the contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with all applicable Federal law, regulations, executive orders, policies, procedures, and directives.
 - a. 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
 - b. 44 C.F.R. Part 206
 - c. The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
2. **Access to Records:**

- a. The contractor agrees to provide the City, the Florida Department of Emergency Management, , the Comptroller General of the United States, or any other federal agency or any of their respective authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c. The contractor agrees to provide any applicable federal administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.
 - d. In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the any applicable federal administrator, the Comptroller General of the United States, or any other appropriate federal auditor or reviewer.
3. **Affirmative Socioeconomic Steps:** If subcontracts are used, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, veteran owned business enterprises, and labor surplus area firms are considered when possible.
 4. **Changes:** To be allowable under a federal grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allowable, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.
 5. **Federal Seal, Logo, and Flags:** The contractor shall not use any federal seal(s), logos, crests, or reproductions of flags or likenesses of federal agency officials without specific federal pre-approval. The contractor shall include this provision in any subcontracts.
 6. **Domestic Preference for Procurements 200.322:** As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
 7. **License and Delivery of Works Subject to Copyright and Data Rights:** The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or

source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

8. **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
9. **Prohibition on Covered Telecommunications Equipment or Services:**
 - a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for covered Telecommunications Equipment or Services As used in this clause.
 - b. Prohibitions.
 - i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency (or any other federal agency) to:
 - Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
 - c. Exceptions.
 - i. This clause does not prohibit contractors from providing:
 - A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment

- transmits or otherwise handles.
 - ii. By necessary implication and regulation, the prohibitions also do not apply to:
 - Covered telecommunications equipment or services that are not used as a substantial or essential component of any system; and are not used as critical technology of any system.
 - Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
 - d. Reporting requirement.
 - i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph d.ii. of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
 - ii. The Contractor shall report the following information pursuant to subparagraph d(i) of this clause: Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. Within 10 business days of submitting the information in paragraph of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
 - e. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph(e), in all subcontracts and other contractual instruments.
10. **Program Fraud and False or Fraudulent Statements or Related Acts:** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
11. **Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
12. **Suspension and Debarment:**
- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its

principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
13. **Procurement of Recovered Materials (§200.323) (Over \$10,000):** In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired—Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
14. **Termination for Cause and Convenience (over \$10,000):** See Standard Purchase Order and/or Contract Terms and Conditions
15. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended) (over \$100,000):** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.” Contractors must sign and submit a certification to the City with each bid or offer exceeding \$100,000. See Certifications and Assurances and the end of this document.
16. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (over \$100,000):** Where applicable, all contracts awarded by the solicitor in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
- a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics

shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- c. Withholding for unpaid wages and liquidated damages. The City or any applicable federal agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph a. through d. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs a. through d. of this section.
- e. For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1: Further Compliance with the Contract Work Hours and Safety Standards Act.
 - 1. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
 - 2. Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

17. Clean Air Act (over \$150,000):

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - b. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.
18. **Federal Water Pollution Control Act (over \$150,000):**
- a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - b. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.
19. **Administrative, Contractual, or Legal Remedies (over \$250,000):** Unless otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration if the parties mutually agree, or in a Florida court of competent jurisdiction.
20. **Equal Employment Opportunity Clause (§60-1.4):** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4. During the performance of this contract, the contractor agrees as follows:
- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances

in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- d. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions 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.
- h. The contractor will include the portion of the sentence immediately preceding paragraph 20. and the provisions of paragraphs a. through h. in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

21. Foreign countries of concern prohibited

a. Pursuant to Florida Statute 287.138 (2), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if: (a) The entity is owned by the government of a foreign country of concern. (b) The government of a foreign country of concern has a controlling interest in the entity; or (c) The entity is organized under the laws of or has its principal place of business in a foreign country of concern.

b. Beginning July 1, 2025, a governmental entity may not extend or renew a contract with an entity listed in Florida Statute 287.138 (2)(a)-(c) if the contract would give such entity access to an individual's personal identifying information.

c. Beginning January 1, 2024, a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in Florida Statute 287.138 (2)(a)-(c).

d. Beginning July 1, 2025, when an entity extends or renews a contract with a governmental entity which would grant the entity access to an individual's personal identifying information, the entity must provide the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in Florida Statute 287.138 (2)(a)-(c).

e. The Attorney General may bring a civil action in any court of competent jurisdiction against an entity that violates this section.

22. Human trafficking: Pursuant to Florida Statute 787.06, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in F.S. 787.06.

23. Davis Bacon Act: Not Applicable to this procurement

24. Copeland Anti-Kickback Act: makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week. Contracts subject to the Copeland Act shall contain a clause (see [52.222-10](#)) requiring contractors and subcontractors to comply with the regulations issued by the Secretary of Labor under the Copeland Act.

THE CITY OF SANIBEL IS AN EQUAL OPPORTUNITY EMPLOYER

REFERENCES

REFERENCE INFORMATION MUST BE COMPLETED AND RETURNED WITH PROPOSAL

Please use this form or a reasonable facsimile.

PROVIDE AT LEAST THREE REFERENCES FOR WHOM YOUR COMPANY HAS PROVIDED SAME OR SIMILAR SERVICES WITHIN THE LAST 8 YEARS.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

**AFFIDAVIT OF COMPLIANCE WITH SECTIONS 287.138 and 787.06,
FLORIDA STATUTES**

Before me, the undersigned authority, personally appeared **(Name of affiant)**,
_____ who, after being first duly sworn, deposes and

1. Affiant is the **(Title)** _____ of **(Business Name)**
_____ which does
business in the State of Florida, hereinafter called the "Vendor."
2. Vendor, pursuant to Section 287.138, Florida Statutes, certifies that (1) Vendor is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a "controlling interest" in Vendor, as defined by Section 287.138(1)(a), Florida Statutes; and (3) Vendor is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this affidavit, foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes, as amended from time to time.
3. Vendor, pursuant to Section 787.06, Florida Statutes, certifies that Vendor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, as amended from time to time.
4. This Affidavit is executed by the Vendor in accordance with Section 287.138, Florida Statutes, for the purposes of preventing the City from entering contracts with foreign entities of concern which would provide Vendor access to an individual's personal identifying information.
5. This Affidavit is executed by the Vendor in accordance with Section 787.06, Florida Statutes.

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☐ online notarization,
this ____ day of _____ 20____, by _____ who has produced
(Print or Type Name)

_____ as identification.
(Type of Identification)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration