

DATE: May 1, 2025

Invitation to Bid

Vincent Academy Adventure Coast, INC., (VAAC) dba Vincent House hereby invites the submission of sealed bids for:

RFQ# 2025-001 – VAAC Site Development, Hernando

Vincent Academy Adventure Coast, Inc. (VAAC) dba Vincent House is seeking proposals for the site development at the Vincent Academy located at 13331 Jacqueline Road in Brooksville, Florida. If you would like to arrange a site visit or have questions please contact Cheri Garcia at cgarcia@wrec.net 352-567-5133 ext 6330

Qualified firms or companies desiring to provide services shall submit four (4) complete packages clearly marked 'Sealed Proposal for Vincent Academy Adventure'

Submit the attached Bid Tab and Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts by Friday, May 30, 2025 to:

Vincent Academy Adventure Coast, Inc.

Attention: Cheri Garcia, PO BOX 278, Dade City, FL 33526-0278 or 14651 21st Street, Dade City, FL 33523

Any responses received after the stated time and date will not be considered.

Bid Open House (Questions and Answers): **May 15, 2025 THURSDAY 1:30 (ALL BIDDERS MUST ATTEND)
7473 FOREST OAK BLVD., SPRING HILL FL 34606**

Bid Opening Ceremony: Date will be sent to all bidders.

Your proposal must reflect a fixed rate for all services and is to remain firm through the completion of the work. Be sure to note any exceptions or conditions clearly in your bid. Include cost, anticipated work schedule and payment terms. You will be responsible for any necessary permitting and survey requirements. All work must comply with all applicable local, state, and federal regulatory requirements.

Contractor is responsible for safely receiving and storing all material and equipment for the site whether provided by the contractor or others. Any material or equipment received by the contractor is then the sole responsibility of the contractor until the site is deemed accepted for its intended use.

www.dol.gov_____

www.dol.gov/whd/contracts/dbra__

<http://nhl.gov/offices/olr/streamline>

<https://www.hud.gov/resources>

Vincent Academy Adventure Coast, Inc. reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgement, best serves the interest of the corporation, or to award a contract to the next most qualified offeror if the successful offeror does not execute the contract within fifteen (15) days after approval of the selection.

Vincent Academy Adventure Coast, Inc. reserves the right to cancel this RFP at any time prior to approval of the award. Vincent Academy Adventure Coast, Inc. reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

To the fullest extent permitted by Florida law, the Contractor covenants, and agrees that it will indemnify and hold harmless Vincent Academy Adventure Coast, Inc. and all of the officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any act, action, neglect, or omission by Contractor during the performance of the contract, whether direct or indirect, and whether to any person or property to which VAAC or said parties may be subject, except that neither the Builder nor any of its subcontractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of VAAC or any of its officers, agent, or employees.

The successful bidder shall be required to provide a Certificate of Insurance, meeting all minimum standards, naming Vincent Academy Adventure Coast, Inc. as additional named insured. Bidder shall procure, pay for and maintain a minimum of the following insurance coverage:

- Worker's Comp Each Employee \$ 100,000
- Worker's Comp Each Accident \$ 500,000
- Worker's Comp Disease \$ 100,000
- General Liability \$1,000,000
- Automobile Liability Each Occurrence \$1,000,000
- Professional Liability \$3,000,000
- Builders Risk Insurance Equal to value of the project


All successful bidders agree to the Supplemental Contract Provisions.

Cheri Garcia, Purchasing Director

Phone: (352) 567-5133 ext. 6330

cgarcia@wrec.net



Your Touchstone Energy® Cooperative 

P.O. Box 278 • Dade City, Florida 33526-0278

Vincent Academy Adventure Coast (VAAC) dba Vincent House

Contractor:_____

Telephone Number:_____

Contact Name:_____

Scope of work: the intent is to construct the infrastructure necessary to support the +/-3800 sf clubhouse/adult education facility. Improvements include, but are not limited to clearing, grubbing, earthwork, sanitary sewer (to include gravity sewer, lift station, forcemain and connection to Hernando County), water system (to include backflow preventors, directional drill, connection to the Hernando County water system and water main), concrete flat work, drainage, paving, sod installation and striping.

SCHEDULE 1: Site Development

PART A: Site Work					
ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
1	Mobilization				
2	Maintenance of Traffic				
3	Clearing and Grubbing				
4	Regular Excavation				
5	Excavation Borrow-Imported Fill				
6	Finished Grading				
7	Silt Fence per FDOT Index No. 102				
8	Sod- Bahia (Large Project)				
9	Seed and Mulch				
10	1" Type SP-9.5 (Asphalt Pavement)				
11	8" Limerock Base - LBR 100				
12	12" Type B Stabilized Subgrade (Roadway)				
13	Type "D" Curb per FDOT				
14	4" Concrete Sidewalk (3000 psi)				
15	Engineering Inspections Assurance of Performance Guarantee				
16	Engineer of Record Certificate of Completion				
	TOTAL ITEMS 1 THROUGH 16				\$

Part B: Storm Drainage

ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
1	18" Mitered End Section				
2	Ditch Bottom Inlet, Type "C"				
3	Ditch Bottom Inlet, Type "D"				
4	Ditch Bottom inlet, Type "V"				
5	18" Yard Drian				
6	6" HDPE Storm Pipe				
7	12" HP Storm Pipe				
8	18" HP Storm Pipe				
	TOTAL ITEMS 1 THROUGH 8				\$

Part C: Storm Drainage

ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
1	R1-1, Single Post, Stop Sign 30"0				
2	FTP-20-04 (Handicap Parking) Single Post				
3	Thermoplastic Directional Arrows				
4	Thermoplastic Pavement Markings (White), Solid, 6"				
5	Thermoplastic Pavement Markings (White) Solid , 12"				
6	Thermoplastic Pavement Markings (White), Solid 24"				
	Thermoplastic Pavement Markings (Blue), Solid, 6" - Accessibility				
7	Parking Lines				
	TOTAL ITEMS 1 THROUGH 7				\$

Total for Schedule 1 (Part A, B and Part C)	\$
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Convicted or Discriminatory Vendor List Statement

Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on the contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for 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 a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Company/Firm: _____

By: _____ Date: _____
Authorized Signature

Title: _____

Instructions for Certification

1. Certifies the company/firm are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the federal department or agency;
2. have not within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicated or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in this document; and
4. have not within five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the above is unable to certify to any of the statements in this certification, then the company/firm shall attach an explanation to this agreement.

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

DISCLOSURE OF LOBBYING ACTIVITIES

OMB Control Number: 4040-0013

Expiration Date: 2/28/2025

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

Review Public Burden Disclosure Statement

1. * Type of Federal Action: <input type="radio"/> a. contract <input checked="" type="radio"/> b. grant <input type="radio"/> c. cooperative agreement <input type="radio"/> d. loan <input type="radio"/> e. loan guarantee <input type="radio"/> f. loan insurance	2. * Status of Federal Action: <input type="radio"/> a. bid/offer/application <input checked="" type="radio"/> b. initial award <input type="radio"/> c. post-award	3. * Report Type: <input checked="" type="radio"/> a. initial filing <input type="radio"/> b. material change For Material Change Only: year <input style="width: 50px;" type="text"/> quarter <input style="width: 50px;" type="text"/> date of last report <input style="width: 100px;" type="text"/>
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4. Name and Address of Reporting Entity:
☒ Prime ☐ SubAwardee Tier if known:
 * Name
 * Street 1 Street 2
 * City State Zip
 Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:
 * Name
 * Street 1 Street 2
 * City State Zip
 Congressional District, if known:

6. * Federal Department/Agency: <input style="width: 390px;" type="text"/>	7. * Federal Program Name/Description: <input style="width: 390px;" type="text"/> CFDA Number, if applicable: <input style="width: 230px;" type="text"/>
8. Federal Action Number, if known: <input style="width: 390px;" type="text"/>	9. Award Amount, if known: \$ <input style="width: 160px;" type="text"/>

10. a. Name and Address of Lobbying Registrant:
 Prefix * First Name Middle Name
 * Last Name Suffix
 * Street 1 Street 2
 * City State Zip

b. Individual Performing Services (including address if different from No. 10a)
 Prefix * First Name Middle Name
 * Last Name Suffix
 * Street 1 Street 2
 * City State Zip

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:**
***Name:** Prefix * First Name Middle Name
 * Last Name Suffix
Title: **Telephone No.:** **Date:**

Federal Use Only:

STANDARD FORM LLL (REV. 7/1997)
 Authorized for Local Reproduction

CERTIFICATION OF OFFERER/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

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.

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.

Disadvantaged Business Enterprise (DBE) Affirmation Statement

Prime Contractor/Prime Consultant: _____

Telephone Number: _____

Address: _____

I hereby certify that the above stated contractor/consultant is a (select one):

☐ DBE

☐ Non-DBE

Subcontractor Services List

Please list all subcontractors for services:

• Company Name: _____

Telephone Number: _____

Address: _____

The above company named is a (select one):

☐ DBE

☐ Non-DBE

• CompanyName:_____

Telephone Number: _____

Address: _____

The above company named is a (select one):

☐ DBE

☐ Non-DBE

• Company Name: _____

Telephone Number: _____

Address: _____

The above company named is a (select one):

☐ DBE

☐ Non-DBE

• Company Name: _____

Telephone Number: _____

Address: _____

The above company named is a (select one):

☐ DBE

☐ Non-DBE

• Company Name: _____

Telephone Number: _____

Address: _____

The above company named is a (select one):

☐ DBE

☐ Non-DBE

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(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 any federal 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 federal 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. (Standard Form-LLL can be obtained from www.gsa.gov/forms-library/disclosure-lobbying-activities)

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.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Company/Firm: _____

By: _____ Date: _____
Authorized Signature

Title: _____

SUPPLEMENTAL CONTRACT PROVISIONS

Within these Federal Contract Provisions the successful Offeror is referred to as Contractor.

Suspension and debarment (§200.214)

Contractors with Hernando County are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Domestic preferences for procurements (§200.322)

(a) As appropriate and to the extent consistent with law, Hernando County 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.

(b) For purposes of this section:

1. "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.
2. "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.

Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms (2 Code of Federal Regulations §200.321)

(a) Contractors will take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. *Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.*

Compliance with Copeland "Anti-Kickback"

- (a) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (b) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate instructions may require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (c) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Records:

The Contractor including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of Department of Economic Opportunity (DEO), the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

- The Contractor shall include the aforementioned recordkeeping requirements in all approved contracts, subcontracts, and assignments.

Lobbying Prohibition:

- (a) No funds or other resources received under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- (b) The Contractor certifies, by its signature to this Agreement, that:
 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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 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 Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. Contractor shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this paragraph above. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

Employment Eligibility Verification:

- (a) Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require the Contractor to:
 1. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Subrecipient during the Agreement term; and,
 2. Include in all contracts under this Agreement the requirement that contractors, subcontractors, and consultants performing work or providing services pursuant to this Agreement use the E-Verify system to verify the employment eligibility of all new employees hired by the contractors, subcontractors, and consultants during the term of the contract.
- (b) The Department of Homeland Security's E-Verify system can be found at:
<http://www.uscis.gov/e-verify>
- (c) If the Contractor does not have an E-Verify MOU in effect, the Contractor must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

Equal Employment Opportunity Clause ((41 Code of Federal Regulations §60-1.4)

During the performance of this contract, the Contractor agrees as follows:

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

of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such 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 in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
 - (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such

sanctions and penalties as appropriate.

- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Procurement of recovered materials (2 Code of Federal Regulations §200.322)

The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

In compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) and under 40 U.S.C. 3702 of the Act, each contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)

For contracts and subgrants of amounts in excess of \$150,000 the non-Federal contractor shall agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Section 3 Clause

- (A) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.
- (B) The Parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- (C) The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding,

if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (D) The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.
- (E) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. part 135.
- (F) Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.
- (G) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Prohibition on certain telecommunications and video surveillance services or equipment.
§200.216

- (a) Hernando County is prohibited from obligating or expending loan or grant funds to:
 - 1. Procure or obtain;
 - 2. Extend or renew a contract to procure or obtain; or
 - 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by

Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- (c) See Public Law 115-232, section 889 for additional information.
- (d) See also §200.471.

No Obligation by Federal Government

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the contract

Program Fraud and False or Fraudulent Statements or Related Acts

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

Historic Artifact Discovery

If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at

any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The applicant shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Section 872.05, Florida Statutes.