



Addendum No. 3 to ITB 2022-02

Purchase and Install Emergency Stand Alone Generators

March 7, 2022

SECTION 1.0 SCHEDULE OF EVENTS – Please see dates adjusted in RED below

Failure to comply with this or any other paragraph of this ITB shall be sufficient reason for rejection of the bid.

All times listed in the Schedule of Events are Eastern Standard Time (EST).

<i>Event</i>	<i>Date/Time</i>
Bid Advertisement Date	February 3, 2022
Release of Invitation to Bid	February 3, 2022
Mandatory Pre-Bid Conference	February 17, 2022 @ 10:00 A.M.
Bid Questions Due from Prospective Bidder	February 22, 2022
Responses to bid questions due	March 7, 2022
BIDS DUE TO BOCC	March 21, 2022 @ 3:30 P.M.
Posting of Intended Award	March 28, 2022
Board Consideration of Intended Award	April 18, 2022
Posting of Notice of Award	April 19, 2022

This addendum is being issued to change the bid opening time, provide answers to the questions, add Appendix D, Federal and delete pages 67, 73, 79 and 84 of the Intent and General Information Document.

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Q1. What is the estimated budget amount?

Response:

Sheriff annex	\$110k
Community Center	\$270k
BOCC	\$300k
Public Works	\$130k

Q2. REF: Drawing EC1.11 and EC1.12.

Q2.A EC1.11 – PANEL MDP schedule.

Q2.B EC1.12 – Both PLAN and DETAIL show NEW MDP. RISER shows EXISTING MDP.
WORK NOTES do not indicate provision of NEW MDP.

Q2.C Is the MDP to be NEW or EXISTING

Response: Q2, B,C, & D Refer to Electrical Engineers comments attached

Q3. BOC Office Plans EC1.12, Shows that all three panels (A,B & C) are to be connected to a new distribution panel. At Walk thru it seems panels B & C are fed from a separate electrical service.

Response: Refer to Electrical Engineers comments attached

Q4. Please confirm if we are to bring all panels to a single service and demo the second service.

Response: Refer to Electrical Engineers comments attached.

Q5. Public Works Building Plans ED1.12 shows the location of the new generator. At the location there is an existing concrete pad. Per site walk thru it was mentioned that Wakulla will remove and dispose of the concrete pad and will also modify the existing drain field, to all the installation of the concrete pad for the new generator.

Response: Refer to Electrical Engineers comments attached

Q6. At Pre-Bid Meeting it was mentioned that this is not a Davis Bacon Project.

Response: This project is a Davis Bacon Act project.

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Q7. At Pre-Bid Meeting it was mentioned that progress payments were allowed per schedule of values provided by contractor.

Response: Progress payments for the work completed can be authorized, based on the schedule of values.

Q8. Will contractor be required to provide temporary power to all building while the installation of the ATS is being done? If so will the county be responsible for fuel for temporary generators.

Response: Refer to Electrical Engineers comments attached.

Q9. At Pre-Bid Meeting it was mentioned that the run time for generators is 72 hours respective of fuel. Bid documents indicate that generators are to have a base fuel tanks which indicate a diesel fuel generator. Does the county have a fuel source preference (Natural Gas, Propane, Diesel).

Response: Diesel is the fuel to be used

Q10. The BOCC building states one transfer switch for one building. It was mentioned that more than one building may need to be on the generator requiring two transfer switches. Has there been any design changes?

Response: Refer to Electrical Engineers comments attached.

Q11. After visiting all four sites, it seems a service rated transfer switch are required for each site. The drawings do not indicate a service rated transfer switch. Please advise?

Response: Refer to Electrical Engineers comments attached.

Q12. Is aluminum cable allowed to be used for the line and load portions of the transfer switches?

Response: Refer to Electrical Engineers comments attached.

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Q13. There are conflicts as to the generator KW size between Appendix C Technical Specifications and the Riser diagrams. What are the correct generator kw sizes?

Community Center : Appendix states 230kw / Riser shows 250kw
BOCC Office : Appendix states 125kw / Riser shows 250kw
Sheriff's Office : Appendix states 50kw / Riser shows 80kw

Response: Refer to Electrical Engineers comments attached.

Q14. Page 67/91 states the generator should be 230KW but page 71/91 and page 72/91 states 250KW. Please advise which KW size is correct.

Response: Refer to Electrical Engineers comments attached.

Q15. Page 73/91 states the generator should be 125KW but page 76/91 and page 78/91 stated 250KW. This also lists a 1200A service entrance. Please advise if drawings are correct and verify the size, voltage, phase of the generator and ATS.

Response: Refer to Electrical Engineers comments attached.

Q16. Page 73/91 stated the fuel tank should be 500 gallons but page 76/91 #4 states the generator should have a 72 hour fuel tank. 500 gallon would be a 48 hour fuel tank. Please advise which run time is correct?

Response: Refer to Electrical Engineers comments attached.

Q17. Requested generator for BOCC is 208V 3P but per the one line the utility voltage is 240V 3P. Should the generator be 240V 3P? RECOMMEND THE GENERATOR MATCHES THE UTILITY VOLTAGE!

Response: Refer to Electrical Engineers comments attached.

Q18. Requested generator for Public Works is 208V 3P but per the one line the utility voltage is 240V 3P. Should the generator be 240V 3P? RECOMMEND THE GENERATOR MATCHES THE UTILITY VOLTAGE!

Response: Refer to Electrical Engineers comments attached.

Q19. Page 84/91 states the generator should be 50KW but page 88/91 and 89/91 states 80KW. Please advise which one is correct?

Response: Refer to Electrical Engineers comments attached.

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Q20. Page 84/91 stated the generator should be 240V 3P but per the one line the generator and utility show 240V 1P. Which one is correct?

Response: Refer to Electrical Engineers comments attached.

Q21. Page 84/91 states the generator should have a 225 gallon tank but page 89/91 #4 states the generator should have a 72 hour fuel tank. 225 gallon would be a 48 hour fuel tank. Please advise which one is correct?

Response: Refer to Electrical Engineers comments attached.

Q22. Item #6 on specification sheets state generators must comply with NFPA110. Are 10A chargers with ammeter and voltage gauge required?

Response: Refer to Electrical Engineers comments attached.

Q23. Are remote EPO's required if they are installed on the generator enclosure?

Response: Refer to Electrical Engineers comments attached.

Q24. Is a Bid Bond Required?

Response: Yes, a bid bond/deposit shall be for 5% of the amount of the bid.

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GENERATORS**

ELECTRICAL ENGINEER RESPONSES

ADDENDUM NO. 3

Applied Research and Design, Inc.
2623 S. Blairstone Road
Tallahassee, FL 32301
Tel: (850) 668-6324

TO: Bret Hammond / Hammond Design Group

FROM: James M. Lamb, PE

DATE: March 2, 2022

SUBJECT: Wakulla County Generators Additions
Responses to Bidder Questions

ARD # 1155

James
M Lamb

Digitally signed by James M
Lamb
DN: cn=J. M. Lamb, o=Applied Research
and Design, Inc., ou=Engineering, email=jm.lamb@ardinc.com, c=US
Date: 2022.03.02 10:00:11-11:11
Full Name: J. M. Lamb

Following are questions received from bidders, and my responses.

- Q1. What is the estimated budget amount?
RESPONSE: See response by architect.
- Q2. REF: Drawing EC1.11 and EC1.12.
- Q2.A EC1.11 – PANEL MDP schedule.
- Q2.B EC1.12 – Both PLAN and DETAIL show NEW MDP. RISER shows EXISTING MDP.
WORK NOTES do not indicate provision of NEW MDP.
- Q2.C Is the MDP to be NEW or EXISTING
- RESPONSE: Panel MDP (as shown on sheet EC1.12) is to be NEW. (Riser on this sheet is incorrect; should state that this panel is NEW, as stated on the plan and panel schedule).
- Q3. BOC Office Plans EC1.12, Shows that all three panels (A,B & C) are to be connected to a new distribution panel. At Walk thru it seems panels B & C are fed from a separate electrical service.
RESPONSE: Existing panels B & C are currently fed from an existing service that is to be removed after these panels are re-fed from new panel MDP. Please include demolition of existing riser and weatherhead, and removal of existing conductors serving these panels.
- Q4. Please confirm if we are to bring all panels to a single service and demo the second service.
RESPONSE: Yes, at BOCC site (sheet EC1.12), existing panels are all to be re-fed from new service, via new ATS and panel MDP. Existing service is to be demo'd.
- Q5. Public Works Building Plans ED1.12 shows the location of the new generator. At the location there is an existing concrete pad. Per site walk thru it was mentioned that Wakulla will remove and dispose of the concrete pad and will also modify the existing drain field, to all the installation of the concrete pad for the new generator.
RESPONSE: Yes, demo of existing pad at public works building (sheet ED1.12) will be by the owner. Contractor should include all materials and labor as required to install a new pad.
- Q6. At Pre-Bid Meeting it was mentioned that this is not a Davis Bacon Project.
RESPONSE: See response by architect.

- Q7. At Pre-Bid Meeting it was mentioned that progress payments were allowed per schedule of values provided by contractor.
RESPONSE: See response by architect.
- Q8. Will contractor be required to provide temporary power to all building while the installation of the ATS is being done? If so will the county be responsible for fuel for temporary generators.
RESPONSE: It is anticipated that installation of new service and/or ATS at each facility can be accomplished during an outage. The owner will allow an outage at each facility, with prior arrangement, from 6PM Thursday evening through 6AM Monday morning. It will be the responsibility of the contractor to schedule all outages with the owner and the utility, and owner will require at least two weeks prior notice. Bids should include overtime labor, as required.
- Q9. At Pre-Bid Meeting it was mentioned that the run time for generators is 72 hours respective of fuel. Bid documents indicate that generators are to have a base fuel tanks which indicate a diesel fuel generator. Does the county have a fuel sour preference (Natural Gas, Propane, Diesel).
RESPONSE: All generators are to be diesel-fueled, and tanks should be sized for 72 hour minimum run-time at full-load; contractor is to provide a full tank of fuel for startup and testing (See Electrical Specifications – “Section 16230 – Packaged Engine Generators” on sheets E1.11A, E1.11B, E1.11C, E1.11D; and Work Note #4 on sheets E1.12A, E1.12B, E1.12C, E1.12D).
- Q10. The BOCC building states one transfer switch for one building. It was mentioned that more than one building may need to be on the generator requiring two transfer switches. Has there been any design changes?
RESPONSE: No design changes. The design as shown on EC1.11 and EC1.12 shows a single new service and single ATS is to feed new panel MDP. Existing buildings are to be served from MDP. This will consolidate/replace the existing service drops.
- Q11. After visiting all four sites, it seems a service rated transfer switch are required for each site. The drawings do not indicate a service rated transfer switch. Please advise?
RESPONSE: Service-entrance rated automatic transfer switch (ATS) is required for BOCC, Community Center, and Public Works (see work note #3, sheets EB1.12, EC1.12, and ED1.12). Service-entrance rated ATS is not required at Sheriff's Office, as there will be a fused disconnect ahead of the ATS (see EA1.12, work note #2).
- Q12. Is aluminum cable allowed to be used for the line and load portions of the transfer switches?
RESPONSE: No. All new conductors are to be copper (Electrical Specifications – “Section 16120 – Conductors and Cables”, sheet EA1.11, EB1.11, EC1.11, and ED1.11)
- Q13. There are conflicts as to the generator KW size between Appendix C Technical Specifications and the Riser diagrams. What are the correct generator kw sizes?

Community Center : Appendix states 230kw / Riser shows 250kw

BOCC Office : Appendix states 125kw / Riser shows 250kw

Sheriff's Office : Appendix states 50kw / Riser shows 80kw

RESPONSE: All generators are to be sized per the electrical drawings EA1.12, EB1.12, EC1.12, ED1.12.
- Q14. Page 67/91 states the generator should be 230KW but page 71/91 and page 72/91 states 250KW. Please advise which KW size is correct.
RESPONSE: Generator is to be sized per the electrical drawing EB1.11 and EB1.12; disregard sheet 67/91. Provide 250KW generator for this site.

- Q15. Page 73/91 states the generator should be 125KW but page 76/91 and page 78/91 stated 250KW. This also lists a 1200A service entrance. Please advise if drawings are correct and verify the size, voltage, phase of the generator and ATS.
RESPONSE: Generator and service entrance are to be sized per the electrical drawings EC1.11 and EC1.12; disregard sheet 73/91. Provide 250KW generator for this site.
- Q16. Page 73/91 stated the fuel tank should be 500 gallons but page 76/91 #4 states the generator should have a 72 hour fuel tank. 500 gallon would be a 48 hour fuel tank. Please advise which run time is correct?
RESPONSE: Provide tank sized for 72 hour full-load run-time.
- Q17. Requested generator for BOCC is 208V 3P but per the one line the utility voltage is 240V 3P. Should the generator be 240V 3P? RECOMMEND THE GENERATOR MATCHES THE UTILITY VOLTAGE!
RESPONSE: Existing building equipment was reviewed (including A/C), and it is rated for 208/240V. Please provide 208V generator per plans.
- Q18. Requested generator for Public Works is 208V 3P but per the one line the utility voltage is 240V 3P. Should the generator be 240V 3P? RECOMMEND THE GENERATOR MATCHES THE UTILITY VOLTAGE!
RESPONSE: Existing building equipment was reviewed (including A/C and shop equipment), and it is rated for 208/240V. Please provide 208V generator per plans.
- Q19. Page 84/91 states the generator should be 50KW but page 88/91 and 89/91 states 80KW. Please advise which one is correct?
RESPONSE: Generator is to be sized per the electrical drawing EA1.11 and EA1.12; disregard sheet 84/91. Provide 80KW generator for this site.
- Q20. Page 84/91 stated the generator should be 240V 3P but per the one line the generator and utility show 240V 1P. Which one is correct?
RESPONSE: Generator at Sheriff's Office site is to be 240V single-phase (EA1.11, EA1.12). Disregard sheet 84/91.
- Q21. Page 84/91 states the generator should have a 225 gallon tank but page 89/91 #4 states the generator should have a 72 hour fuel tank. 225 gallon would be a 48 hour fuel tank. Please advise which one is correct?
RESPONSE: Provide tank sized for 72 hour full-load run-time. Disregard sheet 84/91.
- Q22. Item #6 on specification sheets state generators must comply with NFPA110. Are 10A chargers with ammeter and voltage gauge required?
RESPONSE: No. Requirement is for the generator to be "designed to allow for installed compliance with requirements of NFPA 110 Level 1." The intent is to obtain equipment that could be upgraded in the field, with proper accessories, for NFPA 110 Level 1 compliance. Installation is not required to meet all requirements of NFPA 110 Level 1.
- Q23. Are remote EPO's required if they are installed on the generator enclosure?
RESPONSE: Yes. At each site, provide an EPO next to the meter, as require by work note #5, sheet EA1.12, EB1.12, EC1.12, and ED1.12.

APPENDIX D

This Appendix is hereby incorporated by reference into the main [ITB 2022-02].

**FEDERAL PROVISION RELATED TO GRANT FUNDS THAT MAY BE USED TO
FUND THE SERVICES AND GOODS UNDER THIS [SOLICATION/CONTRACT]¹**

This [ITB 2022-02] is or may become fully or partially Federally Grant funded. To the extent applicable, in accordance with Federal law, respondents shall comply with the clauses as enumerated below. [Proposer/Consultant/Contractor] shall adhere to all grant conditions as set forth in the requirements of grant no. [insert grant numbers] which have been provided to [Proposer/Contractor/Consultant], along with any and all other applicable Federal Laws. Including, but not limited to, those set forth below, as well as those listed below, which are incorporated herein by reference:

- a. 2 CFR. 25.110
- b. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
- c. Executive Orders 12549 and 12689
- d. 41 CFR s. 60-1(a) and (d)
- e. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

These cited regulations are hereby incorporated and made part of this [ITB 2022-02] as if fully set forth herein. As stated above, this list is not all inclusive, any other requirement of law applicable in accordance with the Federal, State or grant requirements are also applicable and hereby incorporated into this [ITB 2022-02]. The provisions in this exhibit are supplemental and in addition to all other provisions within the [ITB 2022-02]. In the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of the remainder of the [ITB 2022-02], the conflicting terms and conditions of this Exhibit shall prevail. However, in the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this [ITB 2022-02] the conflicting terms and conditions of that document shall prevail.

Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182): Applicability: As required in the Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D). Requirement: to the extent applicable, [proposer/consultant/contractor] must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

¹ Note as of February 2022, the “Simplified Acquisition threshold” is currently set at \$250,000.00; the “Micro-purchase threshold” is currently set at \$10,000.00 – these amounts are subject to change. It is the responsibility of the [proposer/consultant/contractor] to ensure it is aware of the correct thresholds at the time of a procurement submittal and contract.

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Conflict of Interest (2 CFR § 200.112): Applicability: Any federal grant funded Contract or Contract that may receive federal grant funds. Requirement: The [proposer/consultant/contractor] must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts. In accordance with the Wakulla County Purchasing Manual section 41.05(8), a conflict of interest exists when and of the following occur: i. Because of other activities, relationships, or contracts, a [proposer/consultant/contractor] is unable, or potentially unable, to render impartial assistance or advice; ii. A [proposer/consultant/contractor]'s objectivity in performing the contract work is or might be otherwise impaired; or iii. The [proposer/consultant/contractor] has an unfair competitive advantage.

Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733): Applicability: All Contracts using federal grants funds, or which may use federal grant funds. Requirement: [proposer/consultant/contractor] acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the [proposer/consultant/Contractor]'s actions pertaining to this [ITB 2022-02]. The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Utilization of Minority and Women Firms (M/WBE) (2 CFR § 200.321): Applicability: All federally grant funded Contracts or Contracts which may use federal grant funds. Requirement: The [proposer/consultant/contractor] must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used, when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime [proposer/consultant/contractor] will require compliance by all sub-contractors. Prior to contract award, the [proposer/consultant/contractor] shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375): Applicability: except as otherwise provided under 41 CFR Part 60, applies to all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3. Requirement: During the performance of this Contract, the [proposer/consultant/contractor] agrees as follows:

(1) The [Proposer/Contractor/Consultant] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The [Proposer/Contractor/Consultant] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color,

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religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [Proposer/Contractor/Consultant] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause;

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

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

(4) The [Proposer/Contractor/Consultant] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor;

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

(6) In the event of the [Proposer/Contractor/Consultant]'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 [Proposer/Contractor/Consultant] 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.;

(7) [Proposer/Contractor/Consultant] will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The [Proposer/Contractor/Consultant] 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 [Proposer/Contractor/Consultant] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the

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administering agency the [*Proposer/Contractor/Consultant*] may request the United States to enter into such litigation to protect the interests of the United States.

Additional notice and requirement for federally assisted contracts or subcontracts in excess of \$10,000.00:

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246).

THE OFFEROR'S OR BIDDER'S ATTENTION IS CALLED TO THE "EQUAL OPPORTUNITY CLAUSE" AND THE "STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS" SET FORTH HEREIN. THE GOALS AND TIMETABLES FOR MINORITY AND FEMALE PARTICIPATION, EXPRESSED IN PERCENTAGE TERMS FOR THE CONTRACTOR'S AGGREGATE WORKFORCE IN EACH TRADE ON ALL CONSTRUCTION WORK IN THE COVERED AREA, ARE AS FOLLOWS:

TIME-TABLES	GOALS FOR MINORITY PARTICIPATION FOR EACH TRADE	GOALS FOR FEMALE PARTICIPATION IN EACH TRADE
	<i>INSERT GOALS FOR EACH YEAR</i>	<i>INSERT GOALS FOR EACH YEAR.</i>

THESE GOALS ARE APPLICABLE TO ALL THE CONTRACTOR'S CONSTRUCTION WORK (WHETHER OR NOT IT IS FEDERAL OR FEDERALLY ASSISTED) PERFORMED IN THE COVERED AREA. IF THE CONTRACTOR PERFORMS CONSTRUCTION WORK IN A GEOGRAPHICAL AREA LOCATED OUTSIDE OF THE COVERED AREA, IT SHALL APPLY THE GOALS ESTABLISHED FOR SUCH GEOGRAPHICAL AREA WHERE THE WORK IS ACTUALLY PERFORMED. WITH REGARD TO THIS SECOND AREA, THE CONTRACTOR ALSO IS SUBJECT TO THE GOALS FOR BOTH ITS FEDERALLY INVOLVED AND NONFEDERALLY INVOLVED CONSTRUCTION. THE CONTRACTOR'S COMPLIANCE WITH THE EXECUTIVE ORDER AND THE REGULATIONS IN 41 CFR PART 60-4 SHALL BE BASED ON ITS IMPLEMENTATION OF THE EQUAL OPPORTUNITY CLAUSE, SPECIFIC AFFIRMATIVE ACTION OBLIGATIONS REQUIRED BY THE SPECIFICATIONS SET FORTH IN 41 CFR 60-4.3(A), AND ITS EFFORTS TO MEET THE GOALS. THE HOURS OF MINORITY AND FEMALE EMPLOYMENT AND TRAINING MUST BE SUBSTANTIALLY UNIFORM THROUGHOUT THE LENGTH OF THE CONTRACT, AND IN EACH TRADE, AND THE CONTRACTOR SHALL MAKE A GOOD FAITH EFFORT TO EMPLOY MINORITIES AND WOMEN EVENLY ON EACH OF ITS PROJECTS. THE TRANSFER OF MINORITY OR FEMALE EMPLOYEES OR TRAINEES FROM CONTRACTOR TO CONTRACTOR OR FROM PROJECT TO PROJECT FOR THE SOLE PURPOSE OF MEETING THE CONTRACTOR'S GOALS SHALL BE A VIOLATION OF THE CONTRACT, THE EXECUTIVE ORDER AND THE REGULATIONS IN 41 CFR PART 60-4. COMPLIANCE WITH THE GOALS WILL BE MEASURED AGAINST THE TOTAL WORK HOURS PERFORMED.

THE CONTRACTOR SHALL PROVIDE WRITTEN NOTIFICATION TO THE DIRECTOR OF THE OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS WITHIN 10 WORKING DAYS OF AWARD OF ANY CONSTRUCTION SUBCONTRACT IN EXCESS OF \$10,000 AT ANY TIER FOR CONSTRUCTION WORK UNDER THE CONTRACT RESULTING FROM THIS SOLICITATION. THE NOTIFICATION SHALL LIST THE NAME, ADDRESS AND TELEPHONE NUMBER OF THE SUBCONTRACTOR; EMPLOYER IDENTIFICATION NUMBER OF THE SUBCONTRACTOR; ESTIMATED DOLLAR AMOUNT OF THE SUBCONTRACT; ESTIMATED STARTING AND COMPLETION DATES OF THE SUBCONTRACT; AND THE GEOGRAPHICAL AREA IN WHICH THE SUBCONTRACT IS TO BE PERFORMED.

AS USED IN THIS NOTICE, AND IN THE CONTRACT RESULTING FROM THIS SOLICITATION, THE "COVERED AREA" IS (*INSERT DESCRIPTION OF THE GEOGRAPHICAL AREAS WHERE THE CONTRACT IS TO BE PERFORMED GIVING THE STATE, COUNTY AND CITY, IF ANY.*)

Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part

5): Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Wakulla County. Requirement: If applicable to this [*ITB 2022-02*], the [*proposer/consultant/contractor*] agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). [*proposer/consultant/contractor*] are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant

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award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3):

Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Wakulla County. **Requirement:**

- (i) If applicable to this [ITB 2022-02], [proposer/consultant/contractor] shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this [ITB 2022-02]. [proposer/consultant/contractor] are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.
- (ii) Subcontractors. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions required, 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.
- (iii) 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.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5):

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

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387, as amended):

Applicability: Contracts and subgrants of amounts in excess of \$150,000.00. **Requirement:** [proposer/consultant/contractor] agrees 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 must be

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reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Debarment and Suspension (2 CFR part 180, Executive Orders 12549 and 12689):

Applicability: All contracts with federal grant funding or possibility of federal grant funds being used. Requirement: [*proposer/consultant/contractor*] certifies that it and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. [*proposer/consultant/contractor*] now agrees to verify, to the extent applicable that for each lower tier subcontractor that exceeds \$25,000 as a "covered transaction" under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services.

- (i) 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's 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).
- (ii) 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.
- (iii) This certification is a material representation of fact relied upon by (*proposer/consultant/contractor*). 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 (*proposer/consultant/contractor*), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (iv) 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.

The [*proposer/consultant/contractor*] agrees to accomplish this verification by:

- (1) Checking the System for Award Management at website: <http://www.sam.gov>;
- (2) Collecting a certification (Attachment B) statement from each Subcontractor, similar to the Certification of Offeror /Bidder Regarding Debarment Form No. 12 of procurement herein;
- (3) Inserting a clause or condition in the covered transaction with the lower tier contract.

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Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Applicability: Applicable to any individual/entity that applies or bids/procures an award in excess of \$100,000. Requirement: [*proposer/consultant/contractor*] must file the required certification, attached to the procurement. 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 must 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 non-Federal (recipient) award.

The [*proposer/consultant/contractor*] shall ensure that all subcontractors certify compliance by having each subcontractor complete Attachment "A", herein.

Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401): Applicability: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 additional Standard patent rights clauses in accordance with 37 CFR § 401.14 shall apply. Requirement: Please contact the County for further information related to the applicable standard patent rights clauses.

Procurement of Recovered Materials (2 CRF 200.323 and 40 CFR Part 247): Applicability: All contractors of Wakulla County when federal funds may be or are being used under the Contract. Requirement: [*proposer/consultant/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.

Access to Records and Reports: Applicability: All Contracts that received or may receive federal grant funding. Requirement: [*Proposer/consultant/contractor*] will make available to the County's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Wakulla County, Wakulla County Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

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Record Retention (2 CFR § 200.33): Applicability: All Contracts that received or may receive federal grant funding. Requirement: [*proposer/consultant/contractor*] will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

Federal Changes: [*proposer/consultant/contractor*] shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of [*the contract/any awarded contract*].

Termination for Default (Breach or Cause): Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

Termination for Convenience: Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: [*The Contract/Any Awarded Contract*] may be terminated by Wakulla County in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the [*Contractor/Consultant*] shall be paid only for that work satisfactorily performed for which costs can be substantiated.

Safeguarding Personal Identifiable Information (2 CFR § 200.82): Applicability: All Contracts receiving, or which may receive federal grant funding. Requirement: [*proposer/consultant/contractor*] will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200): Applicability: All Contracts receiving, or which may receive federal grant funding. Requirement: The County will not award contracts containing Federal funding on a cost-plus percentage of cost basis.

Energy Policy and Conservation Act (43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II (H): Applicability: For any contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Requirement: [*proposer/consultant/contractor*] shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

Trafficking Victims Protection Act (2 CFR Part 175): Applicability: All federally grant funded contracts or contracts which may become federally grant funded. Requirement: [Proposer/Contractor/Consultant] will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits [Proposer/Contractor/Consultant] from (1) engaging in severe forms of trafficking in persons during the period of time that [this Contract/resulting contract] is in effect; (2) procuring a commercial sex act during the period of time that [this Contract/resulting contract] is in effect; or (3) using forced labor in the performance of the contracted services under [this contract/a resulting contract]. [This Contract/a resulting contract] may be unilaterally terminated immediately by County for [Proposer/Contractor/Consultant]'s violating this provision, without penalty.

Domestic Preference For Procurements (2 CFR § 200.322): Applicability: All Contracts using federal grant funds, or which may use federal grant funds. Requirement: As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in [this Contract/a resulting contract], shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101, Executive Order 14005): Applicability: Applies to purchases of iron, steel, manufactured products and construction materials permanently incorporated into infrastructure projects, where federal grant funding agency requires it or if the grant funds which may come from any federal agency, but most commonly: the U.S. Environmental Protection Agency (EPA), the U.S. Federal Transit Administration (FTA), the US Federal Highway Administration (FHWA), the U.S. Federal Railroad Administration (FRA), Amtrak and the U.S. Federal Aviation Administration (FAA). Requirement: All iron, steel, manufactured products and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with Wakulla County for further details. Proposers shall be required to submit a completed Buy America Certificate with this procurement, an incomplete certificate may deem the proposer's submittal non-responsive.

Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216): Applicability: All Contracts using federal grant funds, or which may use federal grant funds. Requirement: [Proposer/Contractor/Consultant] and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems 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. As described in Pub. L. 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

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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.

Enhanced Whistleblower Protections (41 U.S.C. § 4712): Applicability: National Defense Authorization Act of 2013 extending whistleblower protections to [*Proposer/Contractor/Consultant*] employees may apply to the Federal grant award dollars involved with [*this Contract/a resulting contract*]. Requirement: See 42 U.S. Code § 4712 for further requirements. Requirement: An employee of [*Proposer/Contractor/Consultant*] and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: In accordance with FFATA, the [*Proposer/Contractor/Consultant*] shall, upon request, provide Wakulla County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

Federal Awardee Performance and Integrity Information System (FAPIIS)(The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The [*Proposer/Contractor/Consultant*] shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

Never Contract With Tbe Enemy (2 CFR Part 183): Applicability: only to grant and cooperative agreements in excess of \$50,000 performed outside of the United States, Including U.S. territories and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. Requirement: [*proposer/consultant/contractor*] must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

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Federal Agency Seals, Logos and Flags: Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The [proposer/consultant/contractor] shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

No Obligation by Federal Government: Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: 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 [a resulting contract/the contract].

The _____ [insert name of the signatory] on
behalf of _____ the [proposer/consultant/contractor] is
authorized to sign below and confirm the [proposer/consultant/contractor] is fully able to
comply with these requirements, federal terms and conditions and has on made any
inquiries and further examination of the law and requirements as is necessary to comply.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

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Buy America Certificates

If steel, iron, or manufactured products (as defined in 49 CFR §§ 661.3 and 661.5 of this part) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR § 661.13(b) of this part.

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

TITLE: _____

Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

TITLE: _____

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ATTACHMENT "A"
CERTIFICATION REGARDING
LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

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

NAME OF SUBRECIPIENT: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Attachment B

**Certification Regarding
Debarment Suspension Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

Wakulla County _____
Sub-Recipient's Name

H0569 _____
DEM Contract Number

4399-008-R _____
FEMA Project Number