



ADDENDUM NO. 1

DATE: JULY 21, 2020

TO: ALL BIDDERS

FROM: CLAY SMALLWOOD, P.E.
COUNTY ENGINEER
850.229.6106
CSMALLWOOD@GULFCOUNTY-FL.GOV

PROJECT NAME: REQUEST FOR QUALIFICATIONS FOR COASTAL ENGINEERING

PROJECT NO.: BID 1920-36

Please note the following clarification regarding the above referenced project.

FEDERAL CONTRACT PROVISIONS: Work performed under this Agreement is being federally funded (in whole or in part) under the RESTORE Act Spill Impact Component. The attached Federal Contract Provisions shall be included in this RFQ.

ACCEPTED BY: _____
Signature of Bidder Date

TYPE OR PRINT NAME OF BIDDER: _____

NAME OF COMPANY: _____

The Federal Contract Provisions

United States of the Treasury-CFDA 87.052 – Gulf Coast Ecosystem Restoration Council Oil Spill Impact Program

The services performed by the awarded Consultant/Contractor, Contractor or subcontractor shall be in compliance with all applicable grantor regulations/requirements, and additional requirements specified in this document in the completion of the activity, program or project.

It shall be the awarded Consultant, Contractor or subcontractor's responsibility to acquire and utilize the guidelines that apply to the work required to complete this project. The Consultant, Contractor, or subcontractor will insert these contract provisions in each contract/sub-agreement. Consultant/Contractor is responsible for compliance with these contract provisions.

The County must comply, and require each of its Consultants/Contractors, and subcontractors employed in the completion of the activity, project, or program to comply with all federal statutes, federal regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this federal financial assistance award ("Award"), as applicable, in addition to the certifications and assurances required at the time of application. This Award is subject to the laws and regulations of the United States.

Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, federal regulations, applicable notices published in the Federal Register, EOs, OMB circulars, Treasury's Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. Special Award Conditions may amend or take precedence over Standard Terms and Conditions and Program-Specific Terms and Conditions.

501(c)(4) Entities. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code that engages in lobbying activities, from receiving federal funds, including through an award, grant, and/or subgrant. County shall ensure that its Consultant/Contractors and subconsultants comply with this requirement.

Administrative, Contractual, or Legal Remedies: 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 (as defined in 31 C.F.R. § 34.2), contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Administrative cost do not include indirect costs that are identified specifically with, or readily assignable to facilities, as defined in 2 C.F.R. § 200.414.

Dispute Resolution: For any dispute concerning performance of the Agreement, which includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, County shall attempt to reach a mutual Agreement as to the settlement and resolution of the dispute with Consultant/Contractor. Should a mutual Agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Consultant/Contractor. The decision shall be final and conclusive.

Affirmative Action: In accordance with 2 C.F.R. § 200.321, the Consultant/Contractor and its subcontractors must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The Consultant/Contractor agrees to use affirmative steps, and to require its subcontractors and sub-Consultants to utilize affirmative

steps, to ensure that minority businesses and women's business enterprises are used when possible. Such affirmative steps shall at a minimum 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.
- (7) As used herein, the term "minority and women business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. Prior to award of any subcontract under this Agreement, Consultant/Contractor shall document its efforts made to comply with the requirements of this paragraph. The Consultant/Contractor shall state that it is an Equal Opportunity or Affirmative-Action employer in all solicitations or advertisements for subcontractors or employees who shall perform work under this Agreement.

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352): Consultant/Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier 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 award. The Consultant/Contractor shall certify compliance.

Consultant/Contractors must certify it will not and has not used Federal appropriated funds that have been paid or will be paid, by or to any person or organization 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. The certification includes any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Compliance with Laws: The Consultant/Contractor shall comply with all applicable federal, state and local laws, rules, and regulations, and Consortium policies and regulations in performing under this Agreement, including but not limited to the federal laws, regulations rules, policies, and executive orders described in **Attachments D-1, D-2, and D-3** hereto. The failure of this

Agreement to specifically reference a particular federal or state law or regulation, or policy or regulation of the Gulf Consortium, shall not excuse Consultant/Contractor from compliance with same to the extent such law, regulation, or policy is applicable to Consultant/Contractor's performance of the Project. The Consultant/Contractor further agrees to include this provision in all subcontracts entered into under this Agreement.

Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708): Where applicable, 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 Consultant/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.

Copeland Anti Kick Back Act: Consultant/Contractors shall comply with all the requirements of the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145, as supplemented by Department of Labor regulations at 29 CFR Part 3), which are incorporated by reference to this Agreement. County and its Consultant/Contractors 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.

Copyright, Patent, and Trademark: The RESTORE Council and the Consortium reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal and Consortium purposes: (a) The copyright in any work developed under this Award, including pursuant to any sub-award or subcontract. (b) Any right or copyright to which a Consultant/Contractor, sub-Contractor, or a contractor purchases ownership with funds pursuant to this Award. (c) All patent rights, copyrights and data rights must be in accordance with 2 C.F.R. §200.315 and 37 C.F.R. Part 401, as applicable.

Davis-Bacon Act: If applicable, the Consultant/Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. §§ 3141-3144 and 3136-3148), and to require all of its Consultant/Contractors performing work under this Agreement to adhere to same. Consultant/Contractors 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, Consultant/Contractors are required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County shall place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation documents. The decision to award a contract shall be conditioned upon the acceptance of the wage determination. The County shall must report all suspected or reported violations of the Davis-Bacon Act to the Consortium.

Debarment and Suspension (Executive Orders 12549 and 12689): In accordance with Presidential Executive Order 12549, Debarment and Suspension (2 C.F.R. Part 180), the Consultant/Contractor agrees and certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Consultant/Contractor shall not enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by the RESTORE Council to the Consortium. The Consultant/Contractor is responsible for reviewing the status of all proposed subcontractors and sub-

awardees in the System for Award Management (SAM) at <https://sam.gov/SAM/> before entering into any subcontract or sub-award under this Agreement. The Consultant/Contractor shall include language incorporating the requirements of this section in all subcontracts or lower tier agreements executed to support the Consultant/Contractor's work under this Agreement.

Disclaimer Provisions: The United States expressly disclaims any and all responsibility or liability to the recipient or third persons for the actions of the County or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Award or any other losses resulting in any way from the performance of this Award or any subaward, contract, or subcontract under this Award.

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.

Dispute Resolution: For any dispute concerning performance of the Agreement, which includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, County shall attempt to reach a mutual Agreement as to the settlement and resolution of the dispute with Consultant/Contractor. Should a mutual Agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Consultant/Contractor. The decision shall be final and conclusive.

Drug Free Workplace Requirements: All Consultant/Contractors entering into Federal funded contracts over the simplified acquisition threshold (as defined at 41 U.S.C. § 134) must comply with the Drug Free Workplace Act of 1988 (41 U.S.C. 8102), which requires the County to take certain actions to provide a drug-free workplace.

Energy Policy and Conservation Act (43 U.S.C. §6201): 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].

Environmental Compliance: In performing under this Agreement, Consultant/Contractor shall comply with all of the federal environmental standards and provide information requested by Treasury relating to compliance including but not limited to the following federal statutes, regulations, and executive orders listed below, as applicable:

1. The National Environmental Policy Act (42 U.S.C. § 4321 et. seq.)
2. The Endangered Species Act (16 U.S.C. § 1531 et seq.)
3. Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801)
4. Clean Water Act Section 404 (33 U.S.C. § 1344 et seq.)
5. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712); Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds
6. National Historic Preservation Act (54 U.S.C. § 300101 et seq.) and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800)

7. Clean Air Act (42 U.S.C. § 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) (Clean Water Act), and Executive Order 11738 ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans")
8. The Flood Disaster Protection Act (42 U.S.C. § 4002 et seq.)
9. Executive Order 11988 ("Floodplain Management") and Executive Order 11990 ("Protection of Wetlands")
10. Executive Order 13112 ("Invasive Species")
11. The Coastal Zone Management Act (16 U.S.C. § 1451 et seq.)
12. The Coastal Barriers Resources Act (16 U.S.C. § 3501 et seq.)
13. The Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)
14. The Safe Drinking Water Act (42 U.S.C. § 300 et seq.)
15. The Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.)
16. The Comprehensive Environmental Response, Compensation and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.)
17. Executive Order 12898 ("Environmental Justice in Minority Populations and Low Income Populations")
18. Rivers and Harbors Act (33 U.S.C. § 407)
19. Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. § 1431 et seq.), and Executive Order 13089 ("Coral Reef Protection")
20. Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)
21. Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)
22. Pursuant to 2 CFR §200.322, Subrecipient and its contractors 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 \$1 0,000; 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.

Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. part 60, all contracts that meet the definition of "Federally assisted construction contract" in 41 C.F.R. part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246,

"Equal Employment Opportunity" (30 F.R. 12319, 12935, 3 C.F.R. part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

1. The Consultant/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 Consultant/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 Consultant/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 Consultant/Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant/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 Consultant/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 Consultant/Contractor's legal duty to furnish information.
4. The Consultant/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 Consultant/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 Consultant/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 Consultant/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 Consultant/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 Consultant/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 Consultant/Contractor shall 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 sub-Contractor or vendor. The Consultant/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 Consultant/Contractor becomes involved in, or is threatened with, litigation with a sub-Contractor or vendor as a result of such direction, the Consultant/Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Federal Changes: 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.

Federal Non-Discrimination Provisions: No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. The Consultant/Contractor is required to comply with all non-discrimination requirements summarized in this section, and to ensure that all contracts/subcontracts contain these nondiscrimination requirements. Consultant/Contractor shall comply with all of the following federally mandated non-discrimination requirements, as applicable:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.)
2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.)
3. Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 et seq.)
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794)
5. Revised ADA Standards for Accessible Design for Construction Awards
 - a. Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285)
 - b. Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286)
6. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.)
7. Parts II and III of EO 11246, "Equal Employment Opportunity," (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967)
8. EO 12086 "Consolidation of contract compliance functions for equal employment opportunity" (43 FR 46501, 1978), requiring federally assisted construction contracts to include the non-discrimination provisions of §§ 202 and 203 of EO 11246 "Equal Employment Opportunity" (41 C.F.R. § 60-1.4(b), 1991)
9. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency"

10. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712)

Gratuities and Kickbacks: It shall be unethical for any person to offer, give, or agree to give any Consortium Board Member, Consultant/Contractor or their employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.

It shall be unethical for any person to offer, give, or agree to give any Consortium Board Member, Consultant/Contractor or their employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.

The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every contract and solicitation therefore.

Lobbying Prohibition and Conflict of Interest: The Consultant/Contractor agrees to comply with, and include in subcontracts, the following provisions:

1. The Consultant/Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant/Contractor, 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. The Consultant/Contractor certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
3. Pursuant to 2 C.F.R. §200.450 and 2 C.F.R. §200.454(e), the Consultant/Contractor is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.
4. If this Agreement is for more than \$100,000, and 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 Consultant/Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."
5. Hatch Act. In accordance with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), no funds provided, nor personnel employed under this Agreement, shall be in any way or any extent engaged in the conduct of political activities.

6. Conflict of Interest: The Consultant/Contractor shall comply with Section III. C., of the Florida State Expenditure Plan (FSEP) entitled "Conflict of Interest" in its performance of this Agreement.

The Consultant/Contractor shall not employ or retain any person or entity with a financial interest in the Project. The Consultant/Contractor shall not employ, retain, or otherwise grant any financial interest in the Project to any person employee, agent, Consultant/Contractor, officer, or elected or appointed official of the Consultant/Contractor who may exercise or have exercised any functions or responsibilities with respect to the Project, or who are in a position to participate in a decision-making process or gain inside knowledge to the Project, either for themselves or anyone with whom they have business or immediate family ties. The Consultant/Contractor must disclose in writing any potential conflict of interest to the Consortium immediately upon becoming aware of same.

Prohibited and Criminal Activities:

- a. The Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3812), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the federal government for money (including money representing grants, loans or other benefits).
- b. False Statements, as amended (18 U.S.C. § 1001) provides that whoever makes or presents any materially false, fictitious, or fraudulent statements to the United States shall be subject to imprisonment of not more than five years.
- c. False, Fictitious, or Fraudulent Claims, as amended (18 U.S.C. § 287) provides that whoever makes or presents a false, fictitious, or fraudulent claim against or to the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided in 18 U.S.C. § 287.
- d. False Claims Act, as amended (31 U.S.C. 18 U.S.C. § 3729 et seq.), provides that suits under this act can be brought by the federal government, or a person on behalf of the federal government, for false claims under federal assistance programs

Prompt Payment Act/Payment by Federal Funds: Pursuant to Chapter 218, Section VII of the Florida Statutes, Consultant/Contractor is advised that County's payment to Consultant/Contractor for its Services, or the time of payment, may be contingent upon County's receipt of federal funds or federal approval.

Publications and Signage: Any publications (except scientific articles or papers appearing in scientific, technical, or professional journals) or signage produced with funds from this Award, or informing the public about the activities funded in whole or in part by this Award, must clearly display the following language:

"This project **BID 1920-36 Request for Qualifications for Coastal Engineering** was prepared by Gulf County, Florida using Federal funds under the award from the Gulf Coast Ecosystem Restoration Council (RESTORE Council). The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the RESTORE Council."

Remedies for Non Compliance: If Treasury determines that the Consultant/Contractor has expended Direct Component funds to cover the cost of any ineligible activities, in addition to the remedies available in the Standard Terms and Conditions, per 31 C.F.R. § 34.804, Treasury will make no additional payments to the Consultant/Contractor from the Gulf Coast Restoration Trust Fund (Trust Fund), including no payments from the Trust Fund for activities, projects, or programs other than Direct Component activities, projects, or programs, until the Consultant/Contractor has either (1) deposited an amount equal to the amount expended for the ineligible activities in the Trust Fund, or (2) Treasury has authorized the recipient to expend an equal amount from the Consultant/Contractor's own funds for an activity that meets the requirements of the RESTORE Act. b. If Treasury determines the Consultant/Contractor has materially

violated the terms of this Award, Treasury will make no additional funds available to the Consultant/Contractor from any part of the Trust Fund until the recipient corrects the violation.

Revised ADA Standards for Accessible Design for Construction Awards: The U.S. Department of Justice has issued revised regulations implementing Title II of the ADA (28 C.F.R. Part 35) and Title III of the ADA (28 C.F.R. Part 36). The revised regulations adopted new enforceable accessibility standards called the “2010 ADA Standards for Accessible Design” (2010 Standards). The 2010 Standards are an acceptable alternative to the Uniform Federal Accessibility Standards (UFAS). Treasury deems compliance with the 2010 Standards to be an acceptable means of complying with the Section 504 accessibility requirements for new construction and alteration projects. All new construction and alteration projects must comply with the 2010 Standards.

Right to Inventions Under Federal Grants. If applicable, County and its Consultant/Contractors shall comply with the requirements of 37 C.F.R. part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Safeguarding Personal Identifiable Information: Consultant/Contractors and subconsultants 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.

Scrutinized Companies: Consultant/Contractor agrees to observe the requirements of Section 287.135, Florida Statute, for applicable contracts entered into for the performance of work under the Agreement.

Special Conditions: In accordance with 2 C.F.R. 200.205 and 200.207, the Consortium may impose certain special award conditions on Subrecipient where warranted. Consultant/Contractor shall comply with all special conditions applicable to the Agreement

Sub-Awards (31 C.F.R. Part 34, 2 C.F.R. Part 200, and 2 C.F.R. 200.302): the RESTORE Council's Financial Assistance Standard Terms and Conditions, and the Consortium's Subrecipient Policy. All Consultant/Contractors/ Contractors/Subcontractors under this Agreement shall be subject to the same performance, financial, and reporting requirements as the County.

Unauthorized Employment: The employment of unauthorized aliens by a Consultant/Contractor/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Consultant/Contractor/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Consultant/Contractor shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

Gulf Coast Ecosystem Restoration Council Financial Assistance Standard Terms and Conditions (August 2015)

Respondents will comply with the relevant provisions listed in the “Standard Terms and Conditions” found within the Restore the Gulf link listed below:

<https://www.restorethegulf.gov/resources/council-documents-foia-library>

Grants Office-Financial Assistance Standard Terms and Conditions

https://www.treasury.gov/services/restoreact/Documents/RESTORE%20ACT%20Standard%20Terms%20and%20Conditions_August_2017.pdf

2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements as adopted pursuant to 2 CFR § 5900.101

Respondents will comply with the provisions listed in the “2 CFR Part 200” found within the Restore the Gulf link listed below: <https://www.restorethegulf.gov/resources/council-documents-foia-library>

Grants Office-Uniform Guidance (2 C.F.R. Part 200)
