



CARES

Stay At Home

Home Health

Stay Independent

Daily Living

Stay Connected

Senior Centers

Stay Informed

Wellness

www.CARESFL.org

Bids are requested for the construction of “New Building” for

Community Aging & Retirement Services, Inc. dba CARES  
Crescent Park – Fourth Street & Florida Street  
Dade City, Florida

- I. Your firm is invited to submit a bid proposal for the project referenced above. Bids will be received via regular mail or in-person at:

**Bid Due Date: Friday, March 18, 2022, by 3:00 PM**

**Community Aging & Retirement Services, Inc.  
Administrative Office – Second Floor  
12417 Clock Tower Parkway  
Hudson, Florida 34667**

- II. A mandatory Pre-Bid Conference will be held at 10:00 AM on Friday, February 4, 2022, at:**

**The CARES Crescent Center  
13906 Fifth Street  
Dade City, FL 33525**

*All Pre-Bid Conference attendees are required to arrive for the meeting on time and to sign an attendance list, which in turn will be used to determine if Bidders meet this requirement.*

- III. All questions and RFIs will be addressed at the Pre-Bid Conference. No questions will be answered after the Pre-Bid Conference.
- IV. Bid proposals shall be submitted following and/or including all deliverables and performance measures included on:
- a. ATTACHMENT I – GENERAL APPROPRIATIONS ACT STATEMENT OF WORK
  - b. ATTACHMENT II – PASCO COUNTY CDBG STATEMENT OF WORK
  - c. ATTACHMENT III – PASCO COUNTY SAM’s WAGE DETERMINATION
  - d. ATTACHMENT IV – PASCO COUNTY SUPPLEMENTAL CONTRACT PROVISION
  - e. ATTACHMENT V – CARES ON STOP SENIOR CENTER SITE MAP
- V. Qualifications and clarifications can be submitted.
- VI. Include a Construction Schedule with Start and Completion dates.
- VII. CARES reserves the right to reject any and all bids and select the lowest responsive and responsible bidder.

## GENERAL INFORMATION

Community Aging & Retirement Services, Inc. dba CARES is proposing to build a 7,000sf "One Stop Senior Center" in the rural areas of East Pasco County in the Dade City area. CARES anticipates promoting quality of life and independence for frail and vulnerable seniors and their families at this center. A safe environment where the lives of senior citizens and their caregivers and families of East Pasco will be enriched by the existence of a "One Stop Senior Center" geared to assist these individuals with in-home and community care to remain living independently in their communities and prevent institutional/nursing home placement. The target population to be served will be 60 years of age and up and 18+ for those young adults with a diagnosis of Alzheimer's Disease.

As part of the activities CARES plans to offer at this facility are social and recreational activities, fitness and exercises, education, health and wellness programs, art and cultural activities, early memory programs, mental stimulation, and mental counseling among others. This center will also be the "stage" for community information and referral for all available services in Pasco County. The main purpose is to promote quality of life and independence for seniors and their families through health, social and supportive services. CARES works with health professionals, families, volunteers, donors, and businesses who want elders to age positively.

Social and recreational services, wellness classes, educational and computer learning, physical and mental health, community, and family fairs to decrease loneliness and isolation. Seniors will benefit from direct care at the Adult Day Care facility with the capacity for at least 60 seniors, where they will enjoy a caring and stimulating environment that inspires positive feeling of dignity and confidence. Other direct services will include supervision of seniors with memory impairments, medication monitoring by a registered nurse, free breakfast, lunch and snacks, health screenings, and access to resources. Health fairs, classes, information and referrals, mental health counseling, FREE Health Clinic for non-invasive medical care.

CARES proposes to build a brand new 7,000sf building in the East side of Pasco County One Stop Senior Center with an Adult Day Care area and offices for: Adult Day Care (with capacity to 60 individuals) (1), Center Manager (1), Nurse (1), Case Management (4), Caregivers Resource Center (1), Kitchen (1), Meeting/Conference Room (2), Reception area (1), Laundry (1), Quiet Room (1), Storage Room (1), Employees Break Room (1), Handicapped Bathrooms, Outside Recreation Areas (1), etc.

This building will be located within the city limits of Dade City and strategically located in the "Downtown" section of the city. Please refer to the sitemap - Attachment II - for full details.

## THE GENERAL CONTRACTOR

Is responsible for all permits, applicable fees, engineering, and any documentation required by the Building Department to obtain proper permits. The contractor shall be responsible for the acts and omissions of his/her employees and subcontractors and shall employ only qualified persons who are skilled in the job which is assigned to them. Subcontract work shall be performed by a licensed, bonded, and insured contractor. If the contractor is doing work as specified by a licensed subcontractor, this will be grounds for the contractor to be rejected from the bidder's list. Water, sewer, and underground utility verifications shall be the responsibility of the general contractor, unless stated in the bid documents.

ATTACHMENT I  
GENERAL APPROPRIATIONS ACT STATEMENT OF WORK

***SERVICES TO BE PROVIDED***

**A. Definitions of Terms**

1. **DOEA** – Florida Department of Elder Affairs.
2. **CARES** – Community Aging & Retirement Services, Inc., dba CARES
3. **HVAC** – Heating Ventilation and Air Conditioning
4. **ADA** – Americans with Disabilities Act

**B. General Description**

1. **General Statement-** The 2021-2022 General Appropriations Act, Specific Appropriation 397A, has appropriated **\$1,250,000.00** to Community Aging & Retirement Services, Inc., dba CARES, to build the CARES One Stop Senior Center in Dade City, to serve the rural areas of East Pasco County. Pasco County CDBG funding in the amount of **\$256,000** is also available for this project. This funding will allow CARES to build a brand new 7,000 square foot facility with occupancy for up to 60 adult day care individuals including offices and kitchen space for the CARES staff. CARES owns the land where the facility is going to be built in Pasco County Florida.
2. **Authority-** All applicable state and federal laws, regulations, action transmittals, program instructions, review guides and similar documentation related to the following:
  - a. Chapter 430, Florida Statutes (F.S.)
  - b. 2021-2022 General Appropriations Act, Specific Appropriation 397A
3. **Scope of Work** – The funds appropriated will be used for new construction of the new 7,000 square foot CARES One Stop Senior Center in Pasco County, referred to as “the Center” moving forward. Design and construction plans will be produced by a licensed Architect or Engineer. The funds will support new construction of the Center to include professional services, site work, interior construction, exterior construction, fixtures, appliances, and equipment. Professional services will include design and schematics, construction documents, construction administration, and Architect or Engineer consulting for the Center. Site work will include new awnings and walkways, trees, and landscaping, fencing, and signage at the Center. Interior construction will consist of insulation/weatherization, plumbing, HVAC, electrical, flooring, masonry, ceiling/acoustics, railing and guards. Exterior construction will consist of roofing, siding, doors/windows, Porch, decks, and patios. Fixtures and equipment will include security/alarm system, telephone system, smoke detectors, emergency first aid stations, appliances, cabinets, counter tops, bathroom fixtures, lighting fixtures, fixtures for the reception area, and ADA furnishings for compliance. The Contractor shall perform the work as specified below in Section II. Manner of Service Provision.

## **II. MANNER OF SERVICE PROVISION**

**A. Service Tasks, Deliverables and Performance Measures-** All goods and services reimbursed through this contract must be for new construction of the CARES One Stop Senior Center in Pasco County, on two parcels of undeveloped land, that border 4<sup>th</sup> Street and Florida Street in Dade City, Florida. The Contractor must adhere to the Statement of Use of Funds (Estimated Budget) included as Attachment IX to this contract. The Attachment IX line-item amounts shall only be adjusted with prior written approval from the DOEA Contract Manager. The approved line-item adjustment must include a revised Attachment IX and written amendment to this contract for any line-item change(s) greater than fifteen percent (15%), with the total amount of all line items not to exceed the total amount found on page one (1) of this contract, as appropriated. In performing all work utilizing the funds allocated to the project, the Contractor shall ensure that all subcontractors fully comply with all applicable local, state, and federal laws, rules, and regulations.

### **1. Service Task: Security Interest in the Property**

A security interest in the property will be obtained:

- a. Security Interest- Granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase, or completion of the improvements, or as further required by law. A Security Interest (Attachment XIII) must be filed with the court, in the county the property is located on, by the owner of the property and a copy provided to the DOEA Contract Manager.

### **2. Service Task: Professional Services**

Professional services for the Center shall include:

- a. Design and Schematics- Engineering, Architect, and Consultant fees needed to design and produce plans for the Center.
- b. Construction Documents and Administration- All construction costs and fees associated with documentation and administration costs during the construction of the Center.
- c. Consulting- All Architect, Engineer, and Special consultants needed for new construction of the Center.

### **3. Service Task: Site Work**

Site work at the Center shall include:

- a. Awnings and Walkways- Provision of all materials and labor needed to construct the new awnings and walkways for the Center.
- b. Trees and Landscaping- Provision and installation of all plants and trees needed for the Center. This may include irrigation, mulch, and sod as well.
- c. Fencing- Provision and installation of all materials and labor for new fencing for the Center.
- d. Signage- Provision and installation of all materials and labor to install new signage for the Center.

### **4. Service Task: Interior Construction**

Interior construction at the Center shall include:

- a. Insulation/Weatherization- Provision and installation of all materials needed for insulation and weatherization at the Center.
- b. Plumbing- Provision and installation of all materials needed for Plumbing.
- c. HVAC- Provision and installation of all materials needed for the HVAC system. This may include equipment that may be installed on the roof or exterior of the building.
- d. Electrical- Provision and installation of all materials needed for the new electrical system.

- e. Flooring- Provision and installation of all materials needed for the new flooring.
- f. Masonry- Provision and installation of all materials for the new masonry. This may include masonry work on the exterior of building.
- g. Ceiling/Acoustics- Provision and installation of all materials needed for acoustics and ceilings.
- h. Railing and Guards- Provision and installation of all materials needed for the railings and guards.

**5. Service Task: Exterior Construction**

Exterior construction at the Center shall include:

- a. Roofing- Provision and installation of all materials needed for the roof of the Center.
- b. Siding- Provision and installation of all materials needed for siding to the Center.
- c. Doors and Windows- Provision and installation of all materials needed for doors and windows at the Center.
- d. Porches, Decks, and Patios- Provision and installation of all materials needed for

**6. Service Task: Fixtures and Equipment**

Fixtures and Equipment at the Center shall include:

- a. Security and Alarm System- Provision and installation of all materials needed for the security and alarm system.
- b. Telephone System- Provision and installation of all materials needed for the telephone system.
- c. Smoke Detectors and First Aid Stations- Provision and installation of all materials needed to install new smoke detectors and first aid stations.
- d. Appliances- Provision and installation of all appliances needed.
- e. Cabinets and Countertops- Provision and installation of all cabinets and countertops needed.
- f. Bathroom Fixtures- Provision and installation of new bathroom fixtures.
- g. Lighting Fixtures- Provision and installation of the new lighting fixtures.
- h. Reception area- Provision and installation of all materials needed for the reception area.
- i. ADA furnishings- Provision and installation of all ADA furnishings needed at the Center to make the facility ADA compliant. These furnishings may be interior or exterior furnishings.

**7. Deliverables, Source Documentation & Performance Measures**

The Contractor must complete all tasks listed in Sections II.A.1-6. above and shall comply with the requirements stated in the Deliverables Table provided in this section (Section II.A.7.). The Contractor must submit all required documentation in the time and manner specified in the Deliverables Table to meet the minimum performance levels required. Each deliverable must be accepted in writing by the DOEA Contract Manager based on the requirements for each deliverable before the Contractor submits an invoice requesting payment.

<b>Deliverables Table</b>		
<b>Deliverable 1 – Security Interest in the Property</b>		
Service Task	Minimum Level of Service	Financial Consequences
<b>Security Interest in the Property-</b> Granting to the state a security interest in the property as stated in Section II.A.1	<p>Granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase, completion of the construction receiving a certificate of occupancy, or as further required by law.</p> <p>A Security Interest (Attachment XIII) must be filed with the court, in the county the property is located on, by the owner of the property, and a copy provided to the DOEA Contract Manager.</p>	<p>Failure to grant a security interest in the property will result in termination of this contract.</p> <p>Failure to file with the court will result in termination of the contract.</p> <p>Reimbursements to contractor will not be paid until a security interest is granted to the state and a copy is received by DOEA Contract Manager.</p>
<b>Deliverable 2 – Professional Services</b>		
Service Task	Minimum Level of Service	Financial Consequences
<b>Professional Services-</b> Completion of all professional services for the Center as stated in section II.A.2	<p>Contractor shall complete a minimum of one (1) task listed in Section II.A.2. to submit for reimbursement.</p> <p>The Contractor must obtain certification from the licensed Engineer or Architect using AIA Forms G702 and G703, or their equivalents, certifying what portion of each task is completed for reimbursement.</p> <p>As evidence of task completion, the Contractor shall submit to the DOEA Contract Manager the following required documentation, as stated in Section III.D.:</p> <ul style="list-style-type: none"> <li>• Licensed Architect or Engineer certification using AIA Forms G702 and G703, or their equivalent.</li> <li>• Required DOEA forms.</li> <li>• Required invoice documentation.</li> <li>• Signed attestation.</li> <li>• Detailed vendor invoices.</li> <li>• Proof of Payment documentation; and</li> <li>• CMBE expenditure report (Attachment VIII)</li> </ul>	<p>Failure to perform the work as stated in Section II.A.2 or to submit the required documentation will result in non-payment.</p> <p>Failure to complete the minimum level of service will result in non-payment.</p> <p>Invoices for work or services performed outside the Term of Contract timeframe provided on page one (1) of this contract (Standard Contract, Section 3. Term of Contract) will not be paid.</p>
<b>Deliverable 3 – Site Work</b>		
Service Tasks	Minimum Level of Service	Financial Consequences
<b>Site Work-</b> Completion of site work at the Center as stated in Section II.A.3.	<p>Contractor shall complete a minimum of one (1) task listed in Section II.A.3. to submit for reimbursement.</p> <p>The Contractor must obtain certification from the licensed Engineer or Architect using AIA Forms G702 and G703, or their equivalents, certifying what portion</p>	<p>Failure to perform the work as stated in Section II.A.3 or to submit the required documentation will result in non-payment.</p> <p>Failure to complete the minimum level of service will result in non-payment.</p>

	<p>of each task is completed for reimbursement.</p> <p>As evidence of task completion, the Contractor shall submit to the DOEA Contract Manager the following required documentation, as stated in Section III.D.:</p> <ul style="list-style-type: none"> <li>• Licensed Architect or Engineer certification using Forms G702 and G703, or their equivalent.</li> <li>• Required DOEA forms.</li> <li>• Required invoice documentation.</li> <li>• Signed attestation.</li> <li>• Detailed vendor invoices.</li> <li>• Proof of Payment documentation; and</li> <li>• CMBE expenditure report (Attachment VIII)</li> </ul>	<p>Invoices for work or services performed outside the Term of Contract timeframe provided on page one (1) of this contract (Standard Contract, Section 3. Term of Contract) will not be paid.</p>
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**Deliverable 4 – Interior Construction**

Service Tasks	Minimum Level of Service	Financial Consequences
<p><b>Interior Construction -</b> Completion of interior construction at the Center as stated in Section II.A.4.</p>	<p>Contractor shall complete a minimum of one (1) task listed in Section II.A.4. to submit for reimbursement.</p> <p>The Contractor must obtain certification from the licensed Engineer or Architect using AIA Forms G702 and G703, or their equivalents, certifying what portion of each task is completed for reimbursement.</p> <p>As evidence of task completion, the Contractor shall submit to the DOEA Contract Manager the following items as stated in Section III.D.:</p> <ul style="list-style-type: none"> <li>• Licensed Architect or Engineer certification using Forms G702 and G703, or their equivalent.</li> <li>• Required DOEA forms.</li> <li>• Required invoice documentation.</li> <li>• Signed attestation.</li> <li>• Detailed vendor invoices.</li> <li>• Proof of Payment documentation; and</li> <li>• CMBE expenditure report (Attachment VIII)</li> </ul>	<p>Failure to perform the work as stated in Section II.A.4 or to submit the required documentation will result in non-payment.</p> <p>Failure to complete the minimum level of service will result in non-payment.</p> <p>Invoices for work or services performed outside the Term of Contract timeframe provided on page one (1) of this contract (Standard Contract, Section 3. Term of Contract) will not be paid.</p>

**Deliverable 5 – Exterior Construction**

Service Tasks	Minimum Level of Service	Financial Consequences
<p><b>Exterior Construction-</b> Completion of exterior renovations at the Center as stated in section II.A.5</p>	<p>Contractor shall complete a minimum of one (1) task listed in Section II.A.5. to submit for reimbursement.</p>	<p>Failure to perform the work as stated in Section II.A.5 or to submit the required documentation will result in non-payment.</p>

	<p>The Contractor must obtain certification from the licensed Engineer or Architect using AIA Forms G702 and G703, or their equivalents, certifying what portion of each task is completed for reimbursement.</p> <p>As evidence of task completion, the Contractor shall submit to the DOEA Contract Manager the following required documentation as stated in Section III.D.:</p> <ul style="list-style-type: none"> <li>• Licensed Architect or Engineer certification using Forms G702 and G703, or their equivalent.</li> <li>• Required DOEA forms</li> <li>• Required invoice documentation</li> <li>• Signed attestation</li> <li>• Detailed vendor invoices</li> <li>• Proof of Payment documentation; and</li> <li>• CMBE expenditure report (Attachment VIII)</li> </ul>	<p>Failure to complete the minimum level of service will result in non-payment.</p> <p>Invoices for work or services performed outside the Term of Contract timeframe provided on page one (1) of this contract (Standard Contract, Section 3. Term of Contract) will not be paid.</p>
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**Deliverable 6 -Fixtures and Equipment**

Service Tasks	Minimum Level of Service	Financial Consequences
<p><b>Fixtures and Equipment-</b> Completion of Fixtures and Equipment at the Center as stated in Section II.A.6</p>	<p>Contractor shall complete a minimum of one (1) task listed in Section II.A.6. to submit for reimbursement.</p> <p>The Contractor must obtain certification from the licensed Engineer or Architect using AIA Forms G702 and G703, or their equivalents, certifying what portion of each task is completed for reimbursement.</p> <p>As evidence of task completion, the Contractor shall submit to the DOEA Contract Manager the following required documentation as stated in Section III.D.:</p> <ul style="list-style-type: none"> <li>• Licensed Architect or Engineer certification using Forms G702 and G703, or their equivalent.</li> <li>• Required DOEA forms</li> <li>• Required invoice documentation</li> <li>• Signed attestation</li> <li>• Detailed vendor invoices</li> <li>• Proof of Payment documentation; and</li> <li>• CMBE expenditure report (Attachment VIII)</li> </ul>	<p>Failure to perform the work as stated in Section II.A.6 or to submit the required documentation will result in non-payment.</p> <p>Failure to complete the minimum level of service will result in non-payment.</p> <p>Invoices for work or services performed outside the Term of Contract timeframe provided on page one (1) of this contract (Standard Contract, Section 3. Term of Contract) will not be paid.</p>

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8. **Task Limits**– The Contractor shall not perform any tasks related to the project other than those described in this contract without the prior express written consent of the Department.
9. **Reports**- The Contractor shall respond within ten (10) business days to the Department’s request for routine and/or special requests for information and ad hoc reports. The Contractor must establish due dates for any subcontractors that permit the Contractor to meet the Department’s reporting requirements.
10. **Records and Documentation**- The Contractor shall make available to Department staff and/or any party designated by the Department, all contract related records and documentation. The Contractor shall ensure the collection and maintenance of all programs related information and documentation on any such system designated by the Department. Maintenance includes valid exports and backups of all data and systems according to Department standards.

## **B. Staffing Requirements**

1. **Staffing Levels**- The Contractor shall assign its own administrative and support staff as needed to perform the tasks, responsibilities, and duties under the contract. It is the Contractor’s responsibility to ensure subcontractors have the appropriate staff needed to perform the tasks, responsibilities, and duties under this contract.
2. **Professional Qualifications**- The Contractor shall ensure that all subcontractors and/or vendors performing work related to this contract are certified and/or have licenses in the trade area in which work is being performed, as required by state and federal law. A licensed Architect/Engineer must sign off on all construction plans associated with this contract.
3. **Staffing Changes**- Any employee whose continued presence would be detrimental to the success of this contract as determined by the Department shall be replaced by the Contractor with an employee of equal or superior qualifications. The DOEA Contract Manager shall exercise judgment in this matter as approved by the Department.
4. **Subcontractors**- The Contractor is permitted to use subcontractors to perform work as required by this contract.

## **C. Service Location and Equipment**

1. **Location**- All work required by this contract must be performed for the location specified in Section II.A, specifically the site of the new Center located in Pasco County, Florida.
2. **Service Times**- Work can begin upon execution of this contract. All work associated with this contract must be performed on or before June 30, 2023.
3. **Changes in Location**- The Contractor shall receive written approval from DOEA’s Contract Manager prior to making any changes in location. Any request to change location shall be made in writing to the DOEA Contract Manager and Contractor must receive written approval back approving such change.
4. **Equipment**- The Contractor shall be responsible for supplying, at its own expense, all equipment necessary for its performance under the contract, including but not limited to computers, telephones, copiers, fax machines, maintenance, and office supplies.

## **D. Contractor Responsibilities**

1. **Contractor Unique Activities**- All tasks listed above in Section II. are solely and exclusively the responsibility of the Contractor and are tasks for which, by execution of this contract, the Contractor agrees to be held accountable.
2. **Coordination with Entities**- Notwithstanding those services for which the Contractor is held accountable involve coordination with other entities in performing the requirements of this contract, the failure of other entities does not alleviate the Contractor from any accountability for tasks or services that the Contractor is obligated to perform pursuant to this Contract.

## **E. Department Responsibilities**

- 1. Department Obligations-** The Department may provide technical support and/or assistance to the Contractor within the resources of the Department to assist the Contractor in meeting the requirements of this contract. The Department's support and/or assistance, or lack thereof, shall not relieve the Contractor from full performance of contract requirements.
- 2. Department Determinations-** The Department reserves the exclusive right to make certain determinations in the tasks performed and approaches used to perform those tasks. The absence of the Department setting forth a specific reservation of rights does not mean that all other areas of the contract are subject to mutual agreement.

**F. Monitoring and Evaluation Methodology-**The Department shall review and evaluate the performance of the Contractor under the terms of this contract. Monitoring shall be conducted through direct contact with the Contractor through telephone, in writing, or on-site visit. The primary, secondary, or signatory of the contract must be present for any on-site programmatic monitoring visit. The Department reserves the right to conduct an unannounced on-site visit by persons duly authorized by the Department. The Department's determination of acceptable performance shall be final. The Contractor agrees to cooperate with the Department in monitoring the progress of completion of the service tasks and deliverables. The Department may use, but is not limited to, one or more of the following methods for monitoring:

- Desk reviews and analytical reviews.
- Scheduled, unscheduled and follow-up on-site visits.
- Client visits.
- Review of independent auditor's reports.
- Review of third-party documents and/or evaluations.
- Review of progress reports.
- Agreed-upon procedures review by an external auditor or consultant.
- Limited-scope reviews; and/or
- Other procedures as deemed necessary

## **III. METHOD OF PAYMENT**

- A. Payment Method Used -** This is a **Cost Reimbursement** contract for funds appropriated by the Florida Legislature. The total contract amount may not exceed the amount found on page one (1) of this contract, as appropriated. The Department will pay the Contractor upon satisfactory completion of the Tasks/Deliverables, as specified in Section II.A., and in accordance with the terms and conditions of this contract.
- B. Unit of Service -** Payment may be authorized only for allowable expenditures, which are in accordance with the service tasks and deliverables specified in Section II.A. and the Statement of Use of Funds (Estimated Budget) (Attachment IX). The Contractor must meet the minimum level of performance stated in this contract in order to receive payment.
- C. Final Invoices -** Final contract invoices must be submitted to the Department by Contractor within thirty (30) days after expiration of the contract.
- D. Invoice Instructions and Required Documentation-** Payment shall be made upon Contractor's presentation of an invoice subsequent to the acceptance by the Department of the deliverables shown on the invoice. Funds paid and/or reimbursed to the Contractor must be in line with the approved estimated budget. When submitting an invoice for reimbursement, the Contractor shall submit the following information and evidence of completion:
  - 1. AIA Forms G702 and G703 -** A certification by the licensed Engineer or Architect using AIA forms G702 and G703, or their equivalents, certifying that the task is complete.
  - 2. Required DOEA Forms -** All requests for reimbursement must be submitted to the Department using the Receipts and Expenditure Report Fixed Capital Outlay (Attachment X), the Cost Reimbursement Summary Form (Attachment XI), and the Request for Payment Fixed Capital Outlay (Attachment XII).

3. **Required Invoice Documentation** - Each Contractor invoice must identify the deliverable or line item for which payment is being requested, the current contract number, an invoice number, the amount being requested for reimbursement, and the "Remit to" address exactly as it appears in this contract.
  4. **Attestation** - The following attestation, signed by the Contractor's representative, must be included with each invoice submitted by the Contractor: "I hereby certify that the goods and/or services have been received and/or accepted."
  5. **Vendor Invoice(s)** – The Contractor shall submit a detailed vendor invoice(s) that totals the same amount listed in the Contractor's invoice. Invoices must include dates and total amount being invoiced.
  6. **Proof of Payment** - This can be a copy of a payment instrument, check number, accounting department detail sheet, or other documentation, as long as the detailed information corresponds to the copies of the vendor invoices.
  7. **Certified Minority Business Expenditure (CMBE) Report Deliverable (Attachment VIII)** – This is considered a deliverable and must be completed in its entirety and submitted with each invoice.
- E. **Financial Consequence** - Failure to perform the services as stated in Section II.A. or to submit the required documentation will result in non-payment. Invoices for work or services performed outside the timeframe provided by the term of this contract, as stated on page one (1) of this contract (Standard Contract, Section 3. Term of Contract), will not be paid.

#### IV. **SPECIAL PROVISIONS**

- A. **Budget Modifications** - The Contractor must adhere to the Statement of Use of Funds (Estimated Budget) (Attachment IX). The Attachment IX line-item amounts shall only be adjusted with prior written approval from the DOEA Contract Manager. The approved adjustment must include a revised Attachment IX and a written amendment to this contract for any line-item change(s) greater than fifteen percent (15%), with the total amount of all line items combined not to exceed the total amount on page one (1) of this contract, as appropriated.
- B. **General Procurement Standards** - Contractor shall not order equipment or supplies, provide services, or perform any other action related to this contract until notified in writing that this contract has been executed by the Department. These same actions shall not take place after the contract has expired.
- C. **Contract Modifications** - The DOEA Contract Manager has the authority to modify and/or extend deliverable deadlines. All deliverable extension requests must be made to the DOEA Contract Manager, in writing, thirty (30) days prior to the required deadline. All approvals for deliverable extensions must be communicated, in writing, by the DOEA Contract Manager to the Contractor and are subject to the discretion of the Department. The request and the approval must occur prior to the established deadline. An e-mail writing (request and response) is considered acceptable.

**D. Security Interest** - Pursuant to section 287.05805, F.S., and Section 38 of the Standard Contract, the Contractor shall execute and deliver a security interest (Attachment XIII) or other appropriate document to the DOEA Contract Manager prior to receiving any funds under this contract. Requirements stated in this section are considered service tasks and deliverables. The Contractor's failure to meet this provision will result in non-payment and/or immediate termination of this contract.

***END OF ATTACHMENT I***

## ATTACHMENT II

### Pasco County CDBG Statement of Work

#### ***I. SERVICES TO BE PROVIDED***

##### **A. Definition of Terms**

1. **CDBG** – Community Development Block Grant
2. **HUD** – Housing and Urban Development
3. **CARES** – Community Aging & Retirement Services, Inc.

##### **B. General Description**

**1. General Statement** – Community Aging & Retirement Services, Inc. (CARES) is building a 7,000 square foot One Stop Senior Center in Dade City, to serve the rural areas of East Pasco County. The Community Development Block Grant (CDBG) funds were awarded to CARES to pay for the necessary professional services and site work. CDBG projects are funded through the United States Department of Housing and Urban Development (HUD). This funding will allow CARES to build a 7,000 square foot facility with occupancy for up to 60 adult day care individuals including office space and kitchen space for the staff. CARES owns the land where the facility is going to be built in Pasco County, Florida.

**2. Authority** – All applicable state and federal laws, regulations, action transmittals, program instructions, review guides and similar documentation related to the following:

- a. Federal Labor Standards per 29 CFR parts 3 & 5
- b. Procurement Procedures 2 CFR Part 200
- c. Davis-Bacon Act, Copeland Act, and Related Acts
- d. 24 CFR Part 135 “Section 3 Clause”
- e. Equal Opportunity Clause and Affirmative Action
- f. Clean Air Act, Byrd Anti-Lobbying Amendment, Debarment and Suspension

**3. Scope of Work** – The funds appropriated will be used for site preparation leading to new construction of the 7,000 square foot CARES One Stop Senior Center in Pasco County, referred to as the “the Center” moving forward. Design and construction plans will be produced by a licensed Architect or Engineer. The funds will support new construction of the Center to include professional services, site preparation, and site work. Professional services will include design and schematics, construction documents, construction administration, and Architect or Engineer consulting for the Center. Site work will include surveying, testing, permits, clearing, earthwork, erosion control, water connection to include sanitary sewer and domestic water hook-up, stormwater system, concrete work and asphalt parking area.

#### ***II. MANNER OF SERVICE PROVISION***

**A. Service Tasks, Deliverables, and Performance Measures** - All goods and services reimbursed through this contract must be for new construction of the CARES One Stop Senior Center in Pasco County, on two parcels of undeveloped land, that border 4<sup>th</sup> Street and Florida Street in Dade City, Florida. The Contractor must adhere to all federal regulations and guidelines as outlined through HUD with CDBG funds. In performing all work utilizing the funds allocated to the project, the Contractor shall ensure that all subcontractors fully comply with all applicable local, state, and federal laws, rules, and regulations.

**1. Service Task: Professional Services**

Professional services for the Center shall include:

- a. Design and Schematics- Engineering, Architect, and Consultant fees needed to design and produce engineered & sealed drawings for the Center.
- b. Construction Documents and Administration- All construction costs and fees associated with documentation and administration costs during the construction of the Center.
- c. Consulting- All Architect, Engineer, and Special consultants needed for new construction of the Center.

**2. Service Task: Site Work**

Site work for the Center shall include:

- a. Permits, Surveying, Testing
- b. Mobilization, clearing, earthwork and erosion control
- c. Sanitary sewer, domestic water, and if required pump/lift station
- d. Stormwater system to consist of catch basins, drainage piping, and retention pond per engineering.
- e. Concrete work and asphalt parking area to include approximately 30 parking spaces, walkways, driveways, striping and signage.

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**DELIVERABLES TABLE PAGE FOLLOWS**

**3. Deliverables, Source Documentation & Performance Measures**

The Contractor must complete all tasks listed in Sections II.A.1-2. above and shall comply with the requirements stated in the Deliverables Table provided in this section (Section II.A.3.). The Contractor must submit all required documentation in the time and manner specified in the Deliverables Table to meet the minimum performance levels required.

<b>Deliverables Table</b>		
<b>Deliverable 1 – Professional Services</b>		
<b>Service Task</b>	<b>Minimum Level of Service</b>	<b>Financial Consequences</b>
<p><b>Professional Services-</b> Completion of all professional services for the Center as stated in section II.A.2</p>	<p>Contractor shall complete a minimum of one (1) task listed in Section II.A.2. to submit for reimbursement.</p> <p>As evidence of task completion, the Agency shall submit to the following required documentation, as stated in Section III.D.:</p> <ul style="list-style-type: none"> <li>• Required CDBG/Pasco County forms.</li> <li>• Verification of percentage of completion of work.</li> <li>• Required invoice documentation.</li> <li>• Detailed vendor invoices.</li> <li>• Proof of Payment documentation</li> </ul>	<p>Failure to perform the work as stated in Section II.A.2 or to submit the required documentation will result in non-payment.</p> <p>Failure to complete the minimum level of service will result in non- payment.</p> <p>Invoices for work or services performed outside the Term of Contract timeframe provided on page one (1) of this contract (Standard Contract, Section 3. Term of Contract) will not be paid.</p>

<b>Deliverable 2 – Site Work</b>		
<b>Service Tasks</b>	<b>Minimum Level of Service</b>	<b>Financial Consequences</b>
<p><b>Site Work-</b> Completion of site work at the Center as stated in Section II.A.3.</p>	<p>Contractor shall complete a minimum of one (1) task listed in Section II.A.3. to submit for reimbursement.</p> <p>As evidence of task completion, the Agency shall submit to the following required documentation, as stated in Section III.D.:</p> <ul style="list-style-type: none"> <li>• Required CDBG/Pasco County forms.</li> <li>• Verification of percentage of completion of work.</li> <li>• Certified payroll documents and Section 3 Targeted Worker Report</li> <li>• Required invoice documentation.</li> <li>• Detailed vendor invoices.</li> <li>• Proof of Payment documentation</li> </ul>	<p>Failure to perform the work as stated in Section II.A.3 or to submit the required documentation will result in non-payment.</p> <p>Failure to complete the minimum level of service will result in non- payment.</p> <p>Invoices for work or services performed outside the Term of Contract timeframe provided on page one (1) of this contract (Standard Contract, Section 3. Term of Contract) will not be paid.</p>

**4. Reports-** The Contractor shall respond within ten (10) business days to the Department’s request for routine and/or special requests for information and ad hoc reports. The Contractor must establish due dates for any subcontractors that permit the Contractor to meet the Department’s reporting requirements.

**5. Records and Documentation-** The Contractor shall make available to Department staff and/or any party designated by the Department, all contract related records and documentation. The Contractor shall ensure the collection and maintenance of all programs related information and documentation on any such system designated by the Department. Maintenance includes valid exports and backups of all data and systems according to Department standards.

- a. **Certified Payroll and Section 3 Targeted Worker Report Deliverables** – This is considered a deliverable and must be completed in its entirety and submitted with each invoice.

**B. Staffing Requirements**

- 1. **Staffing Levels-** The Contractor shall assign its own administrative and support staff as needed to perform the tasks, responsibilities, and duties under the contract. It is the Contractors responsibility to ensure subcontractors have the appropriate staff needed to perform the tasks, responsibilities, and duties under this contract.



2. **Professional Qualifications-** The Contractor shall ensure that all subcontractors and/or vendors performing work related to this contract are certified and/or have licenses in the trade area in which work is being performed, as required by state and federal law. A licensed Architect/Engineer must sign off on all construction plans associated with this contract.
3. **Subcontractors-** The Contractor is permitted to use subcontractors to perform work as required by this contract.

#### **B. Service Location and Equipment**

1. **Location-** All work required by this contract must be performed for the location specified in Section II.A, specifically the site of the new Center located in Pasco County, Florida.
2. **Service Times-** Work can begin upon execution of this contract. All work associated with this contract must be performed on or before September 30, 2023.
3. **Equipment-** The Contractor shall be responsible for supplying, at its own expense, all equipment necessary for its performance under the contract, including but not limited to computers, telephones, copiers, fax machines, maintenance, and office supplies.

#### **C. Contractor Responsibilities**

1. **Contractor Unique Activities-** All tasks listed above in Section II. are solely and exclusively the responsibility of the Contractor and are tasks for which, by execution of this contract, the Contractor agrees to be held accountable.
2. **Coordination with Entities-** Notwithstanding those services for which the Contractor is held accountable involve coordination with other entities in performing the requirements of this contract, the failure of other entities does not alleviate the Contractor from any accountability for tasks or services that the Contractor is obligated to perform pursuant to this Contract.

#### **E. Department Responsibilities**

1. **Department Obligations-** The Department may provide technical support and/or assistance to the Contractor within the resources of the Department to assist the Contractor in meeting the requirements of this contract. The Department's support and/or assistance, or lack thereof, shall not relieve the Contractor from full performance of contract requirements.
2. **Department Determinations-** The Department reserves the exclusive right to make certain determinations in the tasks performed and approaches used to perform those tasks. The absence of the Department setting forth a specific reservation of rights does not mean that all other areas of the contract are subject to mutual agreement.

## **F. Monitoring and Evaluation Methodology**

The Department shall review and evaluate the performance of the Contractor under the terms of this contract. Monitoring shall be conducted through direct contact with the Contractor through telephone, in writing, or on-site visit. The primary, secondary, or signatory of the contract must be present for any on-site programmatic monitoring visit. The Department reserves the right to conduct an unannounced on-site visit by persons duly authorized by the Department. The Department's determination of acceptable performance shall be final. The Contractor agrees to cooperate with the Department in monitoring the progress of completion of the service tasks and deliverables. The Department may use, but is not limited to, one or more of the following methods for monitoring:

- Desk reviews and analytical reviews.
- Scheduled, unscheduled and follow-up on-site visits.
- Client visits.
- Review of independent auditor's reports.
- Review of third-party documents and/or evaluations.
- Review of progress reports.
- Agreed-upon procedures review by an external auditor or consultant.
- Limited-scope reviews; and/or
- Other procedures as deemed necessary

### **III. METHOD OF PAYMENT**

- A. Payment Method Used** - This is a **Cost Reimbursement** contract for funds allocated by HUD's CDBG. Payment will be made to the Subrecipient Agency upon satisfactory completion of the Tasks/Deliverables, as specified in Section II.A., and in accordance with the terms and conditions of this contract.
  
- B. Financial Consequence** - Failure to perform the services as stated in Section II.A. or to submit the required documentation will result in non-payment. Invoices for work or services performed outside the timeframe provided by the term of this contract, as stated on page one (1) of this contract (Standard Contract, Section 3. Term of Contract), will not be paid.

**This is a COMMUNITY DEVELOPMENT BLOCK GRANT project, funded through the United States Department of Housing and Urban Development. Therefore, Federal regulations including, but not limited to the following apply: Federal Labor Standards per 29 CFR parts 3 and 5, and Procurement Procedures per 2 CFR Part 200. The successful Bidder will be required to furnish and pay for satisfactory one hundred percent (100%) contract performance and payment bond. Surety companies executing these bonds must appear in the U.S. Treasury Department's most current list (Circular 570, as amended), and be authorized to transact business in the State of Florida. Details regarding Federal Requirements are included in contract documents. Minority and Women Business Enterprises are encouraged to apply.**

**ATTACHMENT III**  
**PASCO COUNTY SAM'S WAGE DETERMINATION**

1/12/22, 7:08 AM SAM.gov <https://sam.gov/wage-determination/FL20220139/0> 1/5

"General Decision Number: FL20220139 01/07/2022Superseded General Decision Number: FL20210139State: Florida Construction Type: Heavy Counties: Pasco and Pinellas Counties in Florida. HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines) Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022. If the contract was awarded on or between January 1, 2015, and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022. The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request. Additional information on contractor requirements and worker protections under the Executive Orders is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts). Modification Number Publication Date 01/07/2022\* ELEC0915-003 12/01/2021 Rates Fringes ELECTRICIAN.....\$ 31.69 41%+\$0.35-

----- ENGI0925-010 06/01/2013 Rates Fringes POWER EQUIPMENT OPERATOR: Crawler Cranes; Truck 1/12/22, 7:08 AM SAM.gov <https://sam.gov/wage-determination/FL20220139/0> 2/5

Cranes; Pile Driver Cranes; Rough Terrain Cranes; and Any Crane not otherwise described below...\$ 29.61 11.50 Drill.....\$ 29.61 11.50 Hydraulic Cranes Rated 100 Tons or Above but Less Than 250 Tons; and Lattice Boom Cranes Less Than 150 Tons if not described below.\$ 30.61 11.50 Lattice Boom Cranes Rated at 150 Tons or Above; Friction Cranes of Any Size; Mobile Tower Cranes or Luffing Boom Cranes of Any Size; Electric Tower Cranes; Hydraulic Cranes Rated at 250 Tons or Above; and Any Crane Equipped with 300 Foot or More of Any Boom Combination.....\$ 31.61 11.50 Oiler.....\$ 22.91 11.50-----

IRON0397-006 07/01/2021 Rates Fringes IRON WORKER, STRUCTURAL.....\$ 31.35 16.47-----

----- LABO0517-002 05/01/2020 Rates Fringes LABORER: Grade Checker.....\$ 20.51 9.39-----

----- PAIN0088-008 06/01/2021 Rates Fringes PAINTER: Brush, Roller and Spray.....\$ 20.21 12.38-----

--- SUFL2009-178 06/24/2009 Rates Fringes CARPENTER.....\$ 14.95 2.92 CEMENT MASON/CONCRETE FINISHER...\$ 14.77 3.50 LABORER: Common or General.....\$ 9.26 0.00

LABORER: Landscape.....\$ 7.25 0.00 LABORER: Pipelayer.....\$ 11.33 0.00 LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only).....\$ 10.63 2.20 OPERATOR: Asphalt Paver.....\$ 11.59 0.00 OPERATOR: Backhoe Loader 1/12/22, 7:08 AM SAM.gov <https://sam.gov/wage-determination/FL20220139/0> 3/5

Combo.....\$ 16.10 2.44 OPERATOR: Backhoe/Excavator.....\$ 15.60 0.00 OPERATOR: Bulldozer.....\$ 17.00 0.00 OPERATOR: Grader/Blade.....\$ 16.00 2.84 OPERATOR: Loader.....\$ 14.75 0.00 OPERATOR: Mechanic.....\$ 14.32 0.00 OPERATOR: Roller.....\$ 10.76 0.00 OPERATOR: Scraper.....\$ 11.00 1.74 OPERATOR: Track hoe.....\$ 20.92 5.50 OPERATOR: Tractor.....\$ 10.54 0.00 TRUCK DRIVER, Includes Dump Truck.....\$ 11.00 0.00 TRUCK DRIVER: Lowboy Truck.....\$ 12.73 0.00 TRUCK DRIVER:

Off the Road Truck.....\$ 12.21 1.97-----  
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts). Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses(29CFR 5.5 (a) (1) (ii)).-----

-----The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical1/12/22, 7:08 AM SAM.gov <https://sam.gov/wage-determination/FL20220139/0 4/5>

order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate). Union Rate Identifiers A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union, which prevailed in the survey for this classification, which in this example would be Plumbers 0198indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number,005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1,2014. Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate. Survey Rate Identifiers Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier. Survey wage rates are not updated and remain in effect until a new survey is conducted. Union Average Rate Identifiers Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-001008/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier. A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.----

-----1/12/22, 7:08 AM SAM.gov <https://sam.gov/wage-determination/FL20220139/0 5/5>

WAGE DETERMINATION APPEALS PROCESS1.) Has there been an initial decision in the matter? This can be: \* an existing published wage determination\* a survey underlying a wage determination\* a Wage and Hour Division letter setting forth a position on a wage determination matter\* a conformance (additional

classification and rate) ruling on survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Division National Office Branch of Wage Surveys. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed. With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to: Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 202102.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to: Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to: Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 202104.) All decisions by the Administrative Review Board are final. =====

END OF GENERAL DECISION – SAM’s WAGE DETERMINATION

**ATTACHMENT IV**

**PASCO COUNTY SUPPLEMENTAL CONTRACT PROVISIONS**

**SUPPLEMENTAL CONTRACT PROVISIONS**

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

**Suspension and debarment (§200.214)**

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

**Domestic preferences for procurements (§200.322)**

- (a) As appropriate and to the extent consistent with law, Pasco County should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- (b) For purposes of this section:
  - 1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - 2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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

- (a) Contractors will take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
  - 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

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

#### **Compliance with Copeland “Anti-Kickback”**

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

#### **Records:**

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

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

#### **Lobbying Prohibition:**

- (a) No funds or other resources received under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- (b) The Contractor certifies, by its signature to this Agreement, that:
  1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative

agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. Contractor shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this paragraph above. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

**Employment Eligibility Verification:**

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

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

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be



limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such

provisions will be binding upon each subcontractor or contractor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

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

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

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

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

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

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

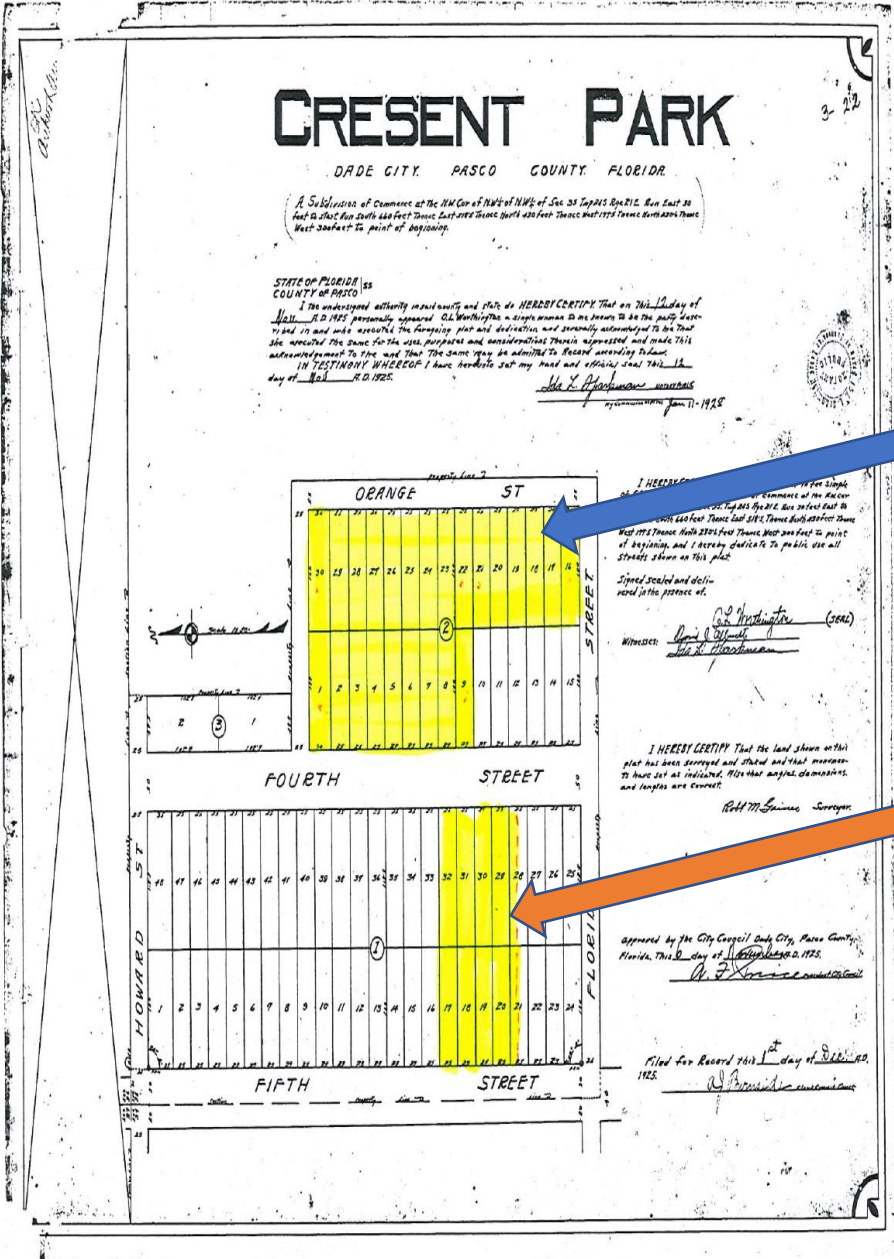
### Section 3 Clause

- (A) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.
- (B) The Parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- (C) The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (D) The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.
- (E) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. part 135.
- (F) Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.
- (G) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

**Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).**

The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, as amended; the provisions of contract work hours; the Safety Standards Act; the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333); and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as such acts apply to the performance of this Agreement. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the County for review upon request.

**ATTACHMENT V**  
**CARES ONE STOP SENIOR CENTR SITEMAP**



All highlighted sections between Fourth St., Florida St. & Orange St. is the designated construction site.

CARES Existing Building