



**Ridge Area Arc, Inc.**  
**Administration**  
 4352 Independence Street  
 Avon Park, FL 33825  
 Main Line: (863) 452-1295  
 Designated Contact: Kathleen Border  
 Direct Line: 863-452-1295, ext. 112  
 E-mail: Kborder@ridgeareaarc.org

## INVITATION TO BID (ITB)

4673-183-R Ridge Area Arc Group Homes, Wind Retrofit

<b>Pre-Solicitation Meeting:</b>	<b>Not applicable</b>
<b>Location:</b>	<b>4352 Independence Street Avon Park, FL 33825</b>
<b>Request for Information Deadline:</b>	<b>Thursday, December 4, 2025, prior to 5:00 PM</b>
<b>Submission Deadline:</b>	<b>Monday, December 8, 2025, Prior to 3:00 PM</b>

Advertisement Date: **Tuesday, November 18, 2025**  
 Second Date: **Tuesday, November 25, 2025**

**PROHIBITED SUBMISSION TO THIS SOLICITATION/PROPOSAL/QUOTE.** Any party who is in active litigation with Ridge Area Arc on the due date for responses to this solicitation/proposal/quote or who has received notice from Ridge Area Arc that the party is in breach of a contractual obligation under a contract with Ridge Area Arc and where such breach has not been resolved to the satisfaction of the agency on the due date for responses to this solicitation/proposal/quote, shall not submit a response to this solicitation/proposal/quote. In the event of a submission by such a party as described hereinabove, the submission shall be considered non-responsible and shall be rejected.



## INVITATION TO BID (“ITB”)

Ridge Area Arc, Inc., Highlands County, will receive sealed Bids in Administration Department for:

### 4673-183-R Ridge Area Group Homes, Wind Retrofit

Specifications may be obtained by downloading from our website <http://www.ridgeareaarc.org> or questions should be directed to: Ridge Area Arc, Kathleen Border, 4352 Independence Street, Avon Park, Florida 33825, Phone: 863-452-1295 or E-mail: [Kborder@ridgeareaarc.org](mailto:Kborder@ridgeareaarc.org)

A PRE-BID meeting will **NOT** be held for this Solicitation.

**SUBMISSIONS MUST BE DELIVERED** to the Ridge Area Arc, Administration Department, 4352 Independence Street, Avon Park, FL 33825 to reach said office **no later than 3:00 P.M. Monday, December 8, 2025**, at which time they will be opened. Responses may be submitted by:

**Hard Copy Submission** in a sealed and marked package. Affix the supplied “Sealed Solicitation File Name” with the name of the Proposer, Solicitation number (if applicable), and Title to the exterior of the package so as to identify the enclosed response. A hard copy response is to include the following: **one (1) original all-inclusive paper copy** (signed in blue ink) of the response, and electronic copy containing **one all-inclusive ADOBE file** of all documents. **File Name “4673-183-R Ridge Area Group Homes, Wind Retrofit Bidder Name” if applicable, additionally one Excel file containing the Itemized Bid Form “4673-183-R Ridge Area Group Homes, Wind Retrofit Bidder Name-Bid Form.”** (Thumb drive) of the original response.

Submissions received later than the date and time as specified will be rejected. Ridge Area Arc shall not be responsible for delays caused by the method of delivery such as, but not limited to; United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.

One or more members of the Ridge Area Arc Board of Directors and the Ridge Area Arc Foundation Board of Trustees may be in attendance at meetings.

**Ridge Area Arc’s Women/Minority Business Preference Policy will apply to the award of this Bid. Ridge Area Arc encourages the use of Disadvantaged Business Enterprises to include Women/Minority Business Bidder(s).**

Ridge Area Arc (hereinafter referred to as The Agency) reserves the right to accept or reject any or all Bids or any parts thereof, and the determination of this award, if an award is made, will be based on the lowest responsive and responsible Bid received meeting the requirements requested. Ridge Area Arc reserves the right to waive irregularities in the Bid.

Ridge Area Arc does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the agency's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 286.26, Florida Statutes, should contact the Chief Executive Officer at: 863-452-1295 (Voice), or by e-mail: [Kborder@ridgeareaarc.org](mailto:Kborder@ridgeareaarc.org). Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

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## 1. GENERAL TERMS AND CONDITIONS

- 1.1. For purposes of this ITB, the following terms are defined as follows:
  - 1.1.1. *Bidder* means the person or entity submitting a Bid in response to this ITB.
  - 1.1.2. *Contractor* means the Bidder whose Bid is accepted by the agency and who agrees to comply with the terms and conditions of this ITB and the Contract.
  - 1.1.3. *Contract* means all of the following: (1) the terms and conditions of this ITB; (2) any terms and conditions of Purchase Orders issued by the agency; and (3) the terms and conditions of any additional written agreement pertaining to this ITB that is executed by any Bidder and the Agency or executed by the Contractor and the Agency.
  - 1.1.4. *Purchase Order* means a formal written request from the Agency for the purchase of materials or other supplies in connection with this ITB.
- 1.2. All Bids shall become the property of the Agency.
- 1.3. All Bidders shall comply with Section 287.087, Florida Statutes pertaining to drug free workplace programs; Section 287.133(2)(a), Florida Statutes, pertaining to public entity crimes; Section 287.134, Florida Statutes, pertaining to discrimination and Section 287.135, Florida Statutes, prohibiting contracting with scrutinized companies.
- 1.4. RESPONSIBLE VENDOR DETERMINATION: Respondent/Prospective Vendor/Prospective Bidder is hereby notified that Florida Statutes, Section 287.05701, requires that the Agency may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the responding party is a responsible Respondent/Vendor/Bidder.
- 1.5. Bids are due and must be received in accordance with the instructions provided in the Invitation to Bid.
- 1.6. The Agency will not reimburse Bidders for any costs associated or expenses incurred in connection with the preparation and submittal of any Bid.
- 1.7. Cone of Silence: Bidders, their agents, and associates shall not solicit any Ridge Area Arc Director, employee, agent, or volunteer and shall not contact any Ridge Area Arc Director, employee, agent or volunteer other than the individual listed on the cover of this ITB for additional information and clarification.
- 1.8. If any Bidder violates or is a party to a violation of the code of ethics of the Agency, or the State of Florida, with respect to this solicitation, such Bidder/Proposer may be disqualified from performing the work described in this solicitation or from furnishing the goods or services issued and may be further disqualified from bidding on any future requests for work, goods or services for the Agency.
- 1.9. Due care and diligence have been exercised in the preparation of this ITB and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services required rests solely with those submitting a Bid. Neither the Agency nor its representatives shall be responsible for any error or omission in the Bids submitted, nor for the failure on the part of the Bidders to determine the full extent of the exposures.
- 1.10. All timely Bids meeting the specifications set forth in this ITB will be considered. The terms and conditions contained herein are those desired by the Agency and preference will be given to those Bids in full or substantially full compliance with them. However, Bidders are cautioned to clearly indicate any deviations from these specifications. Request for approval are to be submitted via Request for Information (RFI) prior to the stated deadline.
- 1.11. Each Bidder is responsible for full and complete compliance with all laws, rules and regulations including those of the Federal Government, the State of Florida, the County of Highlands and Ridge Area Arc. Failure or inability on the part of the Bidder to have complete knowledge and intent to comply with such laws, rules and regulations shall not relieve any Bidder from its obligation to honor its Bid and to perform completely in accordance with its Bid.

- 1.12. The Agency, at its discretion, reserves the right to waive minor informalities or irregularities in any Bids, to reject any, and all Bids in whole or in part, with or without cause, and to accept that Bid, if any, which in its judgment will be in its best interest.
- 1.13. Award will be made to the bidder whose Bid is determined to be the most advantageous to the Agency, taking into consideration those Bids in compliance with the requirements as set forth in this ITB. The Agency reserves the right to reject any, and all Bids for any reason or make no award whatsoever or request clarification of information from the Bidders.
- 1.14. Any interpretation, clarification, correction or change to this ITB will be made by written addendum issued by the Ridge Area Arc Administration Department. Any oral or other type of communication concerning this ITB shall not be binding.
- 1.15. Bids must be signed by an individual of the Bidder's organization legally authorized to commit the Bidder to the performance of services contemplated by this ITB.
- 1.16. The following "Statement of Indemnification" will be incorporated in the contract entered into in connection with this ITB.
  - 1.16.1. The successful Bidder/Proposer shall indemnify and hold Ridge Area Arc harmless from any and all liabilities, damages, losses and costs, recognizing any applicable limitations under Florida law, with such indemnification and hold harmless requirements included in the final Agreement executed between Ridge Area Arc and said successful Bidder/Proposer.
  - 1.16.2. The CONTRACTOR agrees to be liable for any and all liabilities, damages, losses and costs incurred, by the Agency, in any way related to the services provided herein and this Agreement, caused by the negligence, recklessness or intentional wrongful misconduct of the CONTRACTOR, and/or its officers or employees. The CONTRACTOR agrees to indemnify, defend and hold Ridge Area Arc harmless for any and all liabilities, damages, losses and costs, including but not limited to, court costs, expert witnesses, consultation services and reasonable attorney's fees, arising from the negligence, recklessness or intentional wrongful misconduct of the CONTRACTOR, and/or its officers or employees, in any way related to the services provided herein and this Agreement, through and including any appeals. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement. The CONTRACTOR waives any and all right or opportunity to contest the enforceability of this Section and agrees that in the event this Section, or any part thereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law.
  - 1.16.3. The following are incorporated only as applicable to the specific project included herein  
Limited Indemnity Authority:  
Florida Statutes, Section 725.6(2)  
Agreement for construction, alteration, repair or demo, including moving and excavation associated therewith, with an architect, engineer, general contractor, subcontractor, sub- subcontractor, or materialman or any combination thereof.  
Florida Statutes, Section 725.08  
Agreement for planning, design, construction, administration, study, evaluation, consulting or other professional and technical support services furnished in connection with actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demo, excavation or other land, air, water or utility development improvement with an architect, landscape architect, land surveyor or mapper or engineer.
- 1.17 If submitting Bids or Proposals for more than one ITB or Request for Proposals (RFP), each Bid and each Proposal must be in a separate envelope and correctly marked. Only one Bid for this ITB shall be accepted from any person, corporation, or firm. Modifications will not be accepted or acknowledged.

- 1.18 Each Bid is to contain proof of enrollment in E-Verify.
- 1.19 Minority Owned and Women Owned businesses must submit a copy of the certificate to receive credit.
- 1.20 Agency policy prohibits any Ridge Area Arc employee or members of their family from receiving any gift, benefit, and/or profit resulting from any contract or purchase. Board policy also prohibits acceptance of gifts of any kind other than advertising novelties valued less than \$10.00
- 1.21 Bids are only accepted if delivered to the location and prior to the time specified on the ITB. Bids must be delivered in a sealed envelope or box. Late Bids will not be accepted under any circumstances. If Bids are received after the scheduled time of the Bid Opening Meeting, the Bidder will be contacted for disposition. The Agency, at the Bidder's expense, can return the unopened envelope, or, at the Bidder's request in writing, can destroy it.
- 1.22 Emailed and faxed Bids will not be accepted.
- 1.23 Any blank spaces on the required Bid form or the absence of required submittals or signatures may cause the Bid to be declared non-responsive.
- 1.24 The Agency is not responsible for correcting any errors or typos made on the Bid. Incorrect calculations or errors may cause the Bid to be declared non-responsive.
- 1.25 In the event of a mathematical error, the unit price shall prevail.
- 1.26 Items marked as "Product Only", "No Substitution", or "Equivalent", etc., shall be priced as such. Any items not approved shall be returned/retrieved by the Vendor at no additional expense to the Agency.
- 1.27 The Bidder shall comply with the Florida Sales and Use Tax Law as it may apply to the contract. The quoted amount(s) shall include any, and all Florida Sales and Use Tax payment obligations required by Florida Law of the successful Bidder and its material suppliers.
- 1.28 Any material submitted in response to this ITB will become public record pursuant to Section 119, Florida Statutes.
- 1.29 In the event of legal proceedings to enforce the terms of a contract entered into in connection with this ITB, the prevailing party will be entitled to legal fees. Venue shall be Highlands County, Florida.
- 1.30 ADDENDUMS: In this ITB the Agency has attempted to address most situations that may occur. However, should situations arise that are not addressed, they will be dealt with on a case-by-case basis, at the discretion of the Agency. If deemed necessary, Ridge Area Arc will supplement this ITB document with Addendums. These Addendums will be posted on the Agency's website, [www.ridgearearc.org](http://www.ridgearearc.org). It is the sole responsibility of the Bidder to check the website for Addendums. Bidders are to acknowledge receipt of Addendums by completing the respective section on the Bid Submittal Form.
- 1.31 AFFIRMATION: By submitting a Bid, the Bidder affirms that the Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; that the Bidder has not directly or indirectly induced or solicited any other person to submit a false or sham Bid; that the Bidder has not solicited or induced any person, firm or corporation to refrain from submitting a Bid; and that the Bidder has not sought by collusion to obtain for him/herself/itself any advantage over other persons or over the Agency; and that the Bidder has no conflict of interest with any person or entity associated with the project or purchase contemplated by this ITB, including the Agency, other Bidders, or entities that have provided or are providing services or goods related to this ITB.
- 1.32 AGENCY EMPLOYEES / CONFLICT OF INTEREST: All Bidders must disclose the name of any officer, director or agent who is also an employee of Ridge Area Arc. All Bidders must disclose the name of any Agency employee who owns, directly or indirectly, any interest in the Bidder's business or any of its branches.

- 1.33 MISUNDERSTANDINGS: The failure or mission of the Bidder to receive or examine any instruction or document, or any part of the specifications, or to visit the site and acquaint themselves as to the nature and location of the work (where applicable), the general and local conditions, and all matters which may in any way affect performance shall not relieve the Bidder of any obligation to perform as specified herein. The Bidder understands the intent and purpose thereof and their obligations and will not make any claim for or have any right to damages resulting from any misunderstanding or misinterpretation of this ITB, or because of any lack of information.
- 1.34 ASSIGNMENT OF CONTRACT: The selected Bidder and the person designated by the Bidder to perform the services required by this ITB in its Bid submitted in response to this ITB shall not assign, transfer, convey, sublet or sell any portion of any contract entered into in connection with this ITB unless permission is first given in writing by the Agency.
- 1.35 COMPLAINTS: The contract will provide that complaints against the Contractor will be processed through the Ridge Area Arc Administration Department and are to be corrected within five (5) business days. Written response to the Chief Executive Officer is required. Failure to properly resolve complaints within five (5) business days may result in cancellation of the contract. Repeat complaints against the Contractor may result in termination of contract.
- 1.36 REQUEST FOR CHANGE OF ITB SPECIFICATIONS: Requests for changes to specifications must be submitted for consideration in writing to the person identified on the cover page of this ITB. Requests must be submitted by the Request for Information (RFI) cut-off date stated on the cover of this ITB. The request will be evaluated by the Project Manager, and the Agency's response will be made in an Addendum.
- 1.37 EXCEPTIONS / ITEMS NOT IDENTIFIED IN THE SCOPE OF WORK: Any modification to these specifications by a Bidder shall be an exception to the ITB and must be discussed in detail by the Bidder in its Bid under "Exceptions / Items not Identified in Scope of Work," unless otherwise specified. Any exceptions must be submitted for approval prior to the Request for Information (RFI) cut-off.
- 1.38 DOCUMENTATION RESULTING FROM SERVICES RENDERED: The contract will prohibit the Contractor from publishing or releasing any information related to the requested services without prior written permission from the Agency. All reports and documents resulting from the ensuing contract will remain the sole property of the Agency.
- 1.39 ITB CONTACT INFORMATION: All questions regarding this ITB and the details of the project during the ITB process shall be submitted by Bidders in writing to the Ridge Area Arc Administration Department representative listed on the cover page of this solicitation.
- 1.40 REQUEST FOR INFORMATION (RFI) CUT-OFF: All questions regarding this ITB shall be submitted by Bidders in writing by 5 P.M. on the date noted on the cover page of this solicitation.
- 1.41 PRICE GUARANTEE: Contractor will hold pricing for up to 120 days from date of award while project is approved.
- 1.42 PURCHASE ORDER: The awarded Bidder(s) shall not proceed with any work until receipt of an Agency-issued purchase order and the approval of the Ridge Area Arc Chief Executive Officer.
- 1.43 INVOICE/COMPENSATION: Contractor shall submit detailed invoices to the Agency within five (5) business days from monthly work completion. It shall contain the Purchase Order number, bid item number (if applicable,) description and location of work performed, itemized amounts and total amount due. If there are any apparent defects in the work or material, the Agency will promptly notify Contractor. Without limiting any other rights to which it may be entitled, the Agency may require Contractor, at Contractor's expense, to correct any nonconforming workmanship.

**-End of Section-**

## **2 THE AGENCY'S RESERVATION OF RIGHTS**

- 2.1 This ITB constitutes only as an invitation to submit a Bid to Ridge Area Arc. The Agency reserves, holds and may in its own discretion, exercise any, or all, of the following rights and options with respect to this ITB:
- 2.1.1 To supplement, amend or otherwise modify this ITB, and to cancel this ITB with or without the substitution of another Invitation to Bid (ITB) or Request for Proposals (RFP).
  - 2.1.2 To issue additional subsequent ITBs or RFPs.
  - 2.1.3 To reject all incomplete/non-responsive Bids, or Bids with errors.
  - 2.1.4 The Agency reserves the right to determine, in its sole discretion, whether any aspect of the submitted Bids is satisfactory to meet the criteria established in this ITB, the right to seek clarification and/or additional information from any submitting Bidder.
- 2.2 The Agency also reserves the right to modify the Scope of Work to be performed.
- 2.3 The Agency shall have no liability to any Bidder for any costs or expenses incurred in connection with the preparation and submittal of a Bid in response to this ITB.
- 2.4 If the Agency believes that collusion exists among Bidders, all Bids will be rejected.
- 2.5 Public Record  
Pursuant to Florida Statutes, Section 119.0701

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 [Records@em.myflorida.com](mailto:Records@em.myflorida.com), or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.**

- 2.7. Vendor agrees to comply with public records laws, specifically to:
- 2.7.1.1. Keep and maintain public records required by the Agency to perform the services set forth herein.
  - 2.7.1.2. Upon request from the Agency's representative, provide the Agency with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
  - 2.7.1.3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the Agency.
  - 2.7.1.4. Upon completion of the contract, transfer, at no cost, to the Agency all public records in possession of the Consultant or keep and maintain public records required by the Agency to perform the services set forth herein. If the Consultant transfers all public records to the Agency upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Agency, upon request from the Agency's Representative, in

a format that is compatible with the information technology systems of the Agency.

**-End of Section-**

### 3. INSURANCE

3.1. Unless otherwise stated in the specifications, the following minimum Insurance Requirements will be included in the contract and must be met before delivery of goods and performance of services:

- 3.1.1. Commercial General Liability Insurance: Occurrence Form Required: The Contractor shall have and maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this ITB in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Fire damage liability shall be included at \$100,000.
- 3.1.2. Commercial Automobile Liability Insurance: The Contractor shall have and maintain commercial automobile liability insurance with a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.
- 3.1.3. Workers' Compensation Insurance: The Contractor shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. The policy must include Employer Liability with a limit of \$100,000 each accident, \$100,000 each employee, \$500,000 policy limit for disease.

3.2. Special Requirements / Evidence of Insurance:

3.3. A copy of the Bidder's current certificate of insurance is to be provided with the Bid submitted in response to this ITB. A formal certificate shall be provided upon announcement that a Bidder has been awarded the work as called for in this ITB. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the Agency before commencement of any work activities.

3.4. **The formal insurance certificate shall also comply with the following:**

- 3.4.1 Additional Insured: The following statement is to be included on the COI: "***Ridge Area Arc and its board of directors and board of trustees, its agents, employees, and volunteers***" shall all be named as an "***Additional Insured***" on all policies except ***Workers' Compensation and Professional Liability.***"
- 3.4.2. Contractor shall deliver written notice to the Agency by overnight delivery return receipt requested, hand delivery thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.
- 3.4.3. All policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite/Per Job Aggregate". All liability insurance except Professional Liability shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.

3.5. It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operations.

3.6. The policies of insurance shall be written on forms acceptable to the Agency and placed with insurance carriers authorized by the Insurance Department in the State of Florida that meet an AM Best financial strength rating of no less than "A-Excellent: FSC VII".

3.7. The Contractor shall hold the Agency, its board of directors, board of trustees, agents and employees and volunteers, harmless on account of claims for damages to persons, property or

premises arising out of the services performed in connection with this ITB. The Agency reserves the right to require the Contractor to provide and pay for any other insurance coverage the Agency deems necessary, depending upon the possible exposure to liability.

3.8. Renewal:

3.8.1. In the event the insurance coverage expires prior to termination of the contract entered into in connection with this ITB, a renewal certificate shall be issued 30-days prior to said expiration date.

3.8.2. Such notification will be in writing by registered mail, return receipt requested, and addressed to the Ridge Area Arc CEO, 4352 Independence Street, Avon Park, Florida, 33825 or e-mailed to: [kborder@ridgeareaarc.org](mailto:kborder@ridgeareaarc.org)

**-End of Section-**

#### 4. SPECIAL TERMS AND CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in or are revising the Agency's standard General Terms and Conditions or the Scope of Work.

- 4.1 **BASIS OF AWARD:** The bid is to be awarded to the lowest responsive and responsible bidder.
  - 4.1.1 All pricing shall be all inclusive to include, but not limited to, licensing, material, labor, travel, shipping, handling, or delivery, disposal and/or associated fees and incidentals, as applicable, to complete the project described.
  - 4.1.2 All work for this ITB will be awarded to one (1) Bidder. Bidder agrees to hold pricing for 120 calendar days from the solicitation deadline to allow approval of award. Should the service not be available in the timeframe needed from the lowest bidder, the Agency reserves the right to request from the next lowest until the service is obtained.
- 4.2 Should the service not be available in the timeframe needed from the lowest bidder, the Agency reserves the right to request from the next lowest until the service is obtained.
- 4.3 **TERM:** The successful bidder shall be responsible for furnishing and delivering to the Agency's requesting Department(s) the commodity or services on an "as needed basis". **The term of the Contract shall be for 12 months from the date of the approval. Prices shall remain firm for this period. Upon mutual agreement of the parties, the contract may be renewed for an additionally agreed upon time frame, at the same terms and conditions set forth in the ITB. Pricing will be reviewed at the anniversary date thereafter. The contract will include a thirty (30) day termination for cause and convenience clause for termination by the Agency.**
- 4.4. The Agency has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and/or Requirements which shall serve as a guide to the bidder(s) in conforming to the provision of goods and/or services to be provided.
- 4.5. **MINIMUM QUALIFICATIONS:**
  - 4.5.1. Registered to do business with the Division of Corporations. A printout from **www.Sunbiz.org** which provides the Bidder's FEI/EIN, Authorized Persons, and Active Status is to be submitted with the bid submission.
  - 4.5.2. The Contractor is to submit proof of all licenses or certifications as required by the County and the State of Florida.

**-END OF SECTION-**

## 5. SCOPE OF WORK AND SPECIFICATIONS

### 5.1 Background:

#### **SCOPE OF WORK:**

Ridge Area Arc, Inc. proposes to provide protection against wind and power outages to five residential structures housing individuals with intellectual and developmental disabilities. The properties are located within Avon Park and Sebring, Florida, zip codes 33825 and 33870. The project proposes to comprehensively protect the exterior envelope of the buildings by protecting all building openings with high impact resistance products. Two properties (Pleasant and Queen Palm) shall also protect the roof by installing new metal roofs in compliance with Florida Building Code. The roofs of the remaining three (3) homes (Lotela, Cornell, and Sunset) were replaced in 2022, 2018, and 2018, respectively, and already meet the existing code requirements. The project also includes the installation of four (4) permanent generators with a capacity of 24 kW or 30 kW, or the adequate size determined by the vendor or an electrical engineer during the bid process, along with concrete pads, automatic transfer switches (ATS), necessary wiring, and the installation of 500-gallon propane underground tanks. The following are the properties to retrofit:

<b>ID#</b>	<b>Name/Station</b>	<b>Location (address)</b>	<b>Mitigation Actions</b>
<i>1</i>	<i>Pleasant Home</i>	110 West Pleasant Street, Avon Park, Florida 33825	Opening protection, roof, generator
<i>2</i>	<i>Lotela Home</i>	18 North Lotela Avenue, Avon Park, Florida 33825	Opening protection, generator
<i>3</i>	<i>Cornell Home</i>	1201 State Road 17 South, Avon Park, Florida 33825	Opening protection, generator
<i>4</i>	<i>Sunset Home</i>	1407 Sunset Drive, Sebring, Florida 33870	Opening protection
<i>5</i>	<i>Queen Palm Home</i>	1502 Queen Palm Avenue, Sebring, Florida 33870	Opening protection, roof, generator

The five (5) residential structures are currently vulnerable to high wind events and have a history of power outages post-storms, negating the ability of the facilities to maintain operations and protect food, medication, and other resources. This project will allow for the continued operations of these facilities following severe weather events. Wind protection activities must follow the recommendations from a Hurricane Retrofit Building Assessment conducted by a professional engineer or licensed architect, utilizing the methodology provided in Chapter 3 of FEMA P-804 to determine whether a structure is a good candidate for a wind retrofit and identify the retrofits to be performed on the structure. (Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state.) Wind protection shall be provided on any other opening such as vents, louvers, and exhaust fans. The project shall conform with design criteria found in ASCE 7 standards. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacturer's specifications. The Project shall provide protection against 140 MPH winds for Risk Category II buildings and structures, or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

*Wind protection activities supporting a critical action shall also be protected to a height at or above the 500-year (0.2% annual chance) flood elevation. The generators, ATS, and electrical components shall be protected against a 500-year (0.2% annual chance) flood event, in accordance with 44 CFR 9.11, by implementing specific activities or by locating the generators and ATS outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements, and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generators and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State, and Local applicable Rules and Regulations.*

Item	Sq FT	Unit	Quantity
30 kW Generator (W/ATS – TS910 series, 200A, 2P, 240V)		EA	2
30 kW Generator (W/ATS – TS910 series, 400A, 2P, 240V)		EA	2
500 Gallon Buried Propane Tank		EA	4
Propane Tank Regulators, pigtails, valves, anchor kit anode, drip leg, Regulator vent kit, & misc. parts		EA	4
Metal Roofing (110 West Pleasant St, Avon Park) alum drip, valley flashing, lead boots, GN vents and 26ga panel.	3514	EA	1
Peel and Stick Underlayment (110 West Pleasant Street, Avon Park	3514	EA	1
Metal Roofing (1502 Queen Palm Ave, Sebring) alum drip, valley flashing, lead boots, GN vents and 26ga panel.	2558	EA	1
Peel and Stick Underlayment (1502 Queen Palm Ave, Sebring)	2558	EA	1
Hurricane rated Window and Door Packages + all openings (110 W. Pleasant St, Avon Park)	3514		
Hurricane rated Window and Door Packages + all openings (1201 SR 17 S. Avon Park)	2376		
Hurricane rated Window and Door Packages + all openings (18 North Lotela Ave, Avon Park)	1654		
Hurricane rated Window and Door Packages + all openings (1402 Sunset Dr, Sebring)	2742		
Hurricane rated Window and Door Packages + all openings (1502 Queen Palm Ave, Sebring)	2558		
All pricing shall be all inclusive to include, but not limited to, licensing, permitting, material, labor, travel, shipping, handling, or delivery, disposal and/or associated fees and incidentals, as applicable, to complete the project described			

**-END OF SECTION-**

**6. RIDGE AREA ARC AGENCY FORMS**

**Documentation included with Bid submittal package.**

**Any blank spaces on the form(s), qualifying notes or exceptions, counteroffers, lack of required submittals, or signatures, on the Agency’s Form may result in the submission being declared non- responsive by the Agency.**

*The list of forms below is meant only as a guide. It is the Bidder’s responsibility to review and include all requested and required documentation.*

Forms	No	Yes
<b>LOCAL COMPLIANCE FORMS</b>		
Official Bid Submittal Form: include acknowledgement of all addenda, original signature. Electronic versions: Label File 4673-183-R Ridge Area Arc Group Homes, Wind Retrofit Bidder Name” If provided, Excel file(s) are to be returned in the same unlocked format. Label File “4673-183-R Ridge Area Arc Group Homes, Wind Retrofit Bidder Name-Bid Form”		
Drug-Free Workplace Certification, F.S. 287.087		
Public Entity Crimes Sworn Statement, F.S. 287.133		
Non-Discrimination Certification, F.S. 287.134		
Scrutinized Companies Certification, F.S. 287.135		
Contracting with entities of foreign countries F.S. 287.138		
Certification of Compliance W/ Anti-Human Trafficking Laws F.S. 787.06		
E Verify Certification		
W-9		
Price Adjustment Clause		
<b>MISCELLANEOUS DOCUMENTATION</b>		
WWW.Sunbiz.org print-out for Bidder/Proposer FEI/EIN Number		
Acord Insurance Form (sample copy of Certificate of Insurance-COI)		
Women / Minority Business Enterprise Certification (Mark with an “x” if not applicable)		
HARD COPY: One (1) Original Submission Package, PAPER COPY, and one (1) exact electronic copy, on thumb drive, of the Submission package. Label File “ HMPG Project #4673-183-R, Ridge Area Arc Group Homes Wind Retrofit Bidder Name” if applicable, additionally one Excel file containing the Itemized Bid Form “ HMPG Project #4673-183-R, Ridge Area Arc Group Homes Wind Retrofit Bidder Name-Bid Form.”		
Statement of “No Bid” Due prior to submission due date and time		
Sealed Submission Label (affix to outside of submittal package)		
<b>FEDERAL CONTRACT COMPLIANCE REQUIREMENTS</b>		
Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreements		
Affidavit of Compliance with 2 CFR 200 Requirements		
Authorized Signatories/Negotiators		
Federal Debarment Certification Form		
Schedule of Subcontracting		


**BID SUBMITTAL FORM**

**THIS BID IS SUBMITTED TO: Ridge Area Arc**  
**Attn: Kathleen Border, Administration Department**  
**4352 Independence Street**  
**Avon Park, FL 33825**

Solicitation Identification:

Solicitation Name: **4673-183-R Ridge Area Group Homes, Wind Retrofit**

Submitted by:

\_\_\_\_\_  
Bidder's Name

\_\_\_\_\_  
Bidder's Authorized Representative's Name and Title

\_\_\_\_\_  
Bidder's Address 1

\_\_\_\_\_  
Bidder's Address 2

\_\_\_\_\_  
Contact's Name and Title (Print)

\_\_\_\_\_  
Contact's E-mail Address

\_\_\_\_\_  
Contact's Phone Number

\_\_\_\_\_  
Dun's Number

\_\_\_\_\_  
Employer Identification Number/Federal Employer Identification (as shown on Sunbiz.org)

Bidder is: (check one)

- Individual     
  Partnership     
  Corporation  
 Limited Liability Company     
  Joint Venture\*

**\*Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above for an individual or the appropriate form of entity.)**

**1. ACKNOWLEDGEMENT OF ADDENDA** Bidder/Proposer represents that:

- It is the sole responsibility of the bidder/proposer to check the Purchasing web-site for any addenda issued for this solicitation.
- Bidder/Proposer acknowledges they have examined and carefully studied this solicitation and the following Addenda (receipt of all which is hereby acknowledged):

Addenda Number	Date Issued						





**CERTIFICATION PURSUANT TO SECTION 287.087, FLORIDA STATUTES  
PREFERENCE TO DO BUSINESS WITH DRUG FREE WORKPLACE PROGRAMS**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER  
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to RIDGE AREA ARC

\_\_\_\_\_ [Print individual's name and title]

\_\_\_\_\_ [Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is \_\_\_\_\_ and

whose Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (hereinafter

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder has a drug free workplace program in place. The program meets the requirements of Section 287.087, Florida Statutes.

**THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AND IS, UPON  
DELIVERY, A PUBLIC RECORD.**

\_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

STATE OF \_\_\_\_\_  
AGENCY OF \_\_\_\_\_

The foregoing Certification was sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_, the duly authorized officer of \_\_\_\_\_, on its behalf, who is either personally known to me [ ] or has produced \_\_\_\_\_ as identification [ ].

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

(AFFIX NOTARY SEAL)

Notary Public, State of \_\_\_\_\_

Commission No. \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,  
ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR  
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

STATE OF  
FLORIDA \_\_\_\_\_ }  
AGENCY OF \_\_\_\_\_ }

Before me, the undersigned authority, personally appeared \_\_\_\_\_ who, being by me first duly sworn, made the following statement:

1. The business address of \_\_\_\_\_ (name of bidder or contractor), is  
\_\_\_\_\_.

2. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

3. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

4. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

5. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member, or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

*(Draw a line through paragraph 5 if paragraph 6 below applies.)*

6. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is \_\_\_\_\_. A copy of the order of the Division of Administrative Hearings is attached to this statement.

*(Draw a line through paragraph 6 if paragraph 5 above applies.)*

**287.133**

**THIS SWORN STATEMENT IS MADE PURSUANT TO SECTION 287.133(3)A, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

\_\_\_\_\_

On \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

STATE OF \_\_\_\_\_

AGENCY OF \_\_\_\_\_

Sworn and subscribed before me in the State and AGENCY first mentioned above on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

(AFFIX NOTARY SEAL)

Notary Public, State of \_\_\_\_\_

Commission No. \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**CERTIFICATION PURSUANT TO SECTION 287.134, FLORIDA STATUTES DISCRIMINATION; DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH PUBLIC ENTITIES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the RIDGE AREA ARC  
by \_\_\_\_\_  
[Print individual's name and title]

for \_\_\_\_\_  
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is \_\_\_\_\_ and

whose Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (hereinafter referred to as "Bidder")

**2 CERTIFICATION**

Bidder hereby certifies that at the time of its Bid the Bidder has not been placed on the discriminatory vendor list by the Department of Management Services.

**THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.134, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.**

\_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: / / \_\_\_\_\_

STATE OF \_\_\_\_\_

AGENCY OF \_\_\_\_\_

The foregoing Certification was sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,

by \_\_\_\_\_, as \_\_\_\_\_, the duly authorized officer of \_\_\_\_\_, on its behalf, who is either personally known to me [ ] or has produced \_\_\_\_\_ as identification [ ].

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

(AFFIX NOTARY SEAL)

Notary Public, State of \_\_\_\_\_

Commission No. \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES  
SCRUTINIZED COMPANIES CERTIFICATION

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR  
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to RIDGE AREA ARC

by \_\_\_\_\_  
[Print individual's name and title]

for \_\_\_\_\_  
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is \_\_\_\_\_ and

whose Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria. Bidder also hereby certifies that it is not participating in a boycott of Israel.

**THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_

AGENCY OF \_\_\_\_\_

The foregoing Certification was sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_, the duly authorized officer of

\_\_\_\_\_, on its behalf, who is either personally known to me [ ] or has produced \_\_\_\_\_ as identification [ ].

(AFFIX NOTARY SEAL)

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Notary Public, State of Florida  
Commission No. \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

FLORIDA STATUTES, SECTION 287.138
CERTIFICATION

I, \_\_\_\_\_, as the \_\_\_\_\_
Person Title
of \_\_\_\_\_ do hereby certify that
Entity
\_\_\_\_\_ : (i) is not owned by the government of a
Entity

Foreign country of concern as defined by Florida Statutes, Section 287.138; (ii) does not have the government of a foreign country of concern, as defined by Florida Statutes, Section 287.138, as a controlling interest owner; (iii) is not organized under the laws of a foreign country of concern, as defined by Florida Statutes, Section 287.138; and (iv) does not have its principal place of business in a foreign country of concern as defined by Florida Statutes, Section 287.138.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

State of Florida
AGENCY OF

The foregoing instrument was acknowledged before me by means of

[ ] physical presence or [ ] Online notarization of \_\_\_\_\_
Signatory Name

he/she is authorized to execute this Oath and who is personally known to me or who produced

\_\_\_\_\_ as identification, and who did/did not take an oath this

\_\_\_\_\_ Day of \_\_\_\_\_ 2023.

\_\_\_\_\_
(Stamp)

\_\_\_\_\_
NOTARY PUBLIC, State of Florida

**CERTIFICATION OF COMPLIANCE W/ ANTI-HUMAN TRAFFICKING LAWS**

**ANTI-HUMAN TRAFFICKING AFFIDAVIT  
(SECTION 787.06, FLORIDA STATUTES)**

BEFORE ME, the undersigned authority, appeared \_\_\_\_\_, who first being duly sworn hereby swears of affirms as follows:

1.I am over eighteen (18) years of age. The following information is based on my own personal knowledge.

2.I am an officer or representative of \_\_\_\_\_ (the "Nongovernmental Entity"). I am authorized to provide this affidavit on behalf of the Nongovernmental Entity.

3.The Nongovernmental Entity does not use coercion for labor or services as defined in Section787.06, Florida Statutes.

4.This declaration is made pursuant to Section 92.525(1)(c), Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING ANTI-HUMAN TRAFFICKING AFFIDAVIT AND THAT THE FACTS STATED IN IT ARE TRUE.

FURTHER AFFIANT SAYETH NOT.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
AGENCY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, on behalf of \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public of the State of Florida

My Commission Expires:

**E-VERIFY CERTIFICATION**

**CERTIFICATION OF PARTICIPATION IN THE UNITED STATES CITIZENSHIP AND IMMIGRATION SERVICE BUREAU'S E-VERIFY PROGRAM**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to RIDGE AREA ARC  
by \_\_\_\_\_  
[Print individual's name and title]
- for \_\_\_\_\_  
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]
- whose business address is \_\_\_\_\_ and  
whose Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (hereinafter referred to as "Bidder")

**2. CERTIFICATION**

Bidder hereby certifies that at the time of its Bid the Bidder participates in the United States Citizenship and Immigration Services Bureau's E-Verify Program, and does not knowingly employ, hire for employment, or continue to employ and unauthorized alien.

Bidder's E-verify Company ID #: \_\_\_\_\_

**THIS CERTIFICATION IS, UPON DELIVERY, A PUBLIC RECORD.**

\_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

STATE OF \_\_\_\_\_

AGENCY OF \_\_\_\_\_

The foregoing Certification was sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_,  
by \_\_\_\_\_,  
\_\_\_\_\_, as \_\_\_\_\_ the duly authorized officer of \_\_\_\_\_,  
\_\_\_\_\_, on its behalf, who is either personally known to me [ ] or  
has produced \_\_\_\_\_ as identification [ ].

**(AFFIX NOTARY SEAL)**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)  (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional) Ridge Area Arc, Inc. 4325 Independence Street Avon Park, FL 33825
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number	
or	
Employer identification number	

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
-----------	--------------------------	------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**PRICE ADJUSTMENT CLAUSE**

STATEMENT OF ISSUE: The commodity(s) or services represented in the attached Invitation to Bid may be considered volatile price item(s) which may show drastic swings in price and availability during the contract period. In consideration, the AGENCY is including this price adjustment clause in the solicitation to encourage adequate competition and fair pricing on the (estimated) indefinite quantity requirement and to discourage padding or hedging prices.

The AGENCY's price adjustment criteria are as follows:

VENDOR shall agree that submitted pricing **will be held firm for the first year of contract term**. Pricing will be reviewed at the anniversary date thereafter. A price escalation or reduction may be requested by the VENDOR or the AGENCY, to the price of all items. The AGENCY may, in its sole discretion, accept an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the VENDOR's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, (4) the volatility so affects the VENDOR that continued performance of the Contract would result in a substantial loss and (5) No price adjustment will be approved to compensate a vendor for inefficiency or for errors or omissions in judgment or for additional profit.

Requests from the VENDOR for price adjustments shall be RECEIVED IN WRITING (via email or mail) and are subject to AGENCY Board approval (if applicable) and executed contract amendment before becoming effective. Failure to reach agreement for a price adjustment may, at the sole option of the AGENCY, result in the termination of the Agreement for cause.

**Official VERIFIABLE documentation of such changes SHALL be provided with the request for price adjustment in order to substantiate any requested change.** The AGENCY reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US CITY Average, as published by the US Department of Labor, Bureau of Labor Statistics). The AGENCY also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases and may be requested by either party.

As an authorized representative of the company listed below I fully understand, accept and agree to abide by the procedures denoted in this price adjustment clause.

VENDOR NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

PRINTED SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



## STATEMENT OF NO BID

We, the undersigned, have declined to bid.

\_\_\_\_\_ Specifications too "tight", i.e., geared toward one brand or manufacturer only.

\_\_\_\_\_ Insufficient time to respond to the Invitation to Bid.

\_\_\_\_\_ We do not offer this product or services.

\_\_\_\_\_ Unable to meet specifications.

\_\_\_\_\_ Unable to meet Bond requirements.

\_\_\_\_\_ Specifications unclear (explain how)

\_\_\_\_\_ Unable to meet Insurance requirements.

\_\_\_\_\_ Remove us from your "Bidders List" altogether.

Other (Specify below)

Remarks: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Company Name:**

**Signature:**

**Telephone:**

**E-Mail:**

**Date:**

## FEDERAL CONTRACT COMPLIANCE REQUIREMENTS

(In addition to the General Conditions)

To comply with Code of Federal Regulations, Appendix II to Part 200, 2 CFR § 200.318 through 200.324, as applicable.

### **A. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE** (2 CFR §200.326 Appendix II to Part 200 (C))

During the performance of the contract, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

1. *CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. 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, 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. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.*
2. *CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.*
3. *CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*
4. *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.*
5. *CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.*
6. *In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.*
7. *CONTRACTOR will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraph 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.*

**B. DAVIS-BACON ACT** (2 CFR §200.326 Appendix II to Part 200 (D))

(Applicable only for ARPA construction contracts over \$10 million) CONTRACTOR shall pay wages to laborers and mechanics at a rate not less than those in the attached Davis-Bacon Act Wage Rate Table(s) as made by the Secretary of Labor. CONTRACTOR shall pay wages not less than once per week.

**C. COPELAND “ANTI-KICKBACK” ACT** (2 CFR §200.326 Appendix II to Part 200 (D))

(Applicable only for construction contracts in excess of \$2,000.) CONTRACTOR shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that the CONTRACTOR and AGENCY is 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. The AGENCY must report all suspected or reported violations to the appropriate Federal agency.

8. *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.*
9. *Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions 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.*
10. *Breach. A breach of the contract clause 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.*

**D. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT** (2 CFR §200.326 Appendix II to Part 200 (E)) (40 U.S.C. 3701-3708)

(Not applicable to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.) Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each CONTRACTOR and its subcontractors shall 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.

**E. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT** (2 CFR §200.326 Appendix II to Part 200 (F))

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**F. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (2 CFR §200.326 Appendix II to Part 200 (G))**

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**G. DEBARMENT AND SUSPENSION (2 CFR §200.326 Appendix II to Part 200 (H))**

A contract cannot be awarded to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Vendor/CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Vendor/CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**H. PROCUREMENT OF RECOVERED MATERIALS (2 CFR §200.322)**

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 by 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.

**I. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)**

Should the CONTRACTOR subcontract any of the work under this Contract, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses, women's business enterprises and labor surplus area firms on solicitation lists; assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, women's business enterprises and labor surplus area firms; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, women's business enterprises and labor surplus area firms; as the funding requires, are used whenever possible and when subcontracts are to be let by the Prime contractor that they are required to follow the affirmative steps in 2 CFR 200.321 and use 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. Their websites and contact information can be found at [www.SBA.gov](http://www.SBA.gov) and [www.MBDA.gov](http://www.MBDA.gov).

**J. ENERGY EFFICIENCY AND CONSERVATION, (42 U.S.C. § 6201).**

CONTRACTOR shall comply with the mandatory standards and policies of the Florida Energy Efficiency and Conservation Act issued in compliance with the Energy Policy and Conservation Act

- K. BYRD ANTI-LOBBYING AMENDMENT** (2 CFR §200.326 Appendix II to Part 200 (I)) Vendors 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. If not provided with the bid response, Vendor must complete and submit the **Certification Regarding Lobbying Form** within three business days of AGENCY's request.
- L. CIVIL RIGHTS COMPLIANCE** - Ensure no discrimination on basis of race, color, national origin, disability, age, or sex. Assures compliance with Title VI of the **Civil Rights** Act of 1964.
- M. HUAWEI AND ZTE RESTRICTIONS**, 2 CFR § 200.216, prohibits award recipients from using federal award funds to "procure or obtain any equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system." Covered telecommunications equipment or services include such items provided by Huawei Technology Company, ZTE Corporation, or any of their many subsidiaries or affiliates. Section 200.471 makes purchases of covered technology unallowable under federal funding.
- N. DOMESTIC PREFERENCE**, 2 CFR § 200.322. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, **provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States** (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- O. AFFIRMATIVE ACTION**, 2 CFR § 200.321. Contractor must take steps and document all necessary affirmative steps to assure that minority business enterprises, women business enterprises and labor surplus area firms, as the funding requires, are used whenever possible and when subcontracts are to be let by the Prime contractor that they are required to follow the affirmative steps in 2 CFR 200.321. Where appropriate, divide requirements into smaller tasks to permit maximum participation.

**CERTIFICATION REGARDING LOBBYING**

FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS APPENDIX A, 44 C.F.R. PART 18

(To be submitted with each bid or offer exceeding \$100,000)

- A.** The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in 31 U.S.C 1352, the **“Byrd Anti-Lobbying Amendment.”**
- B.** If not provided at time of bid submittal, the form must be completed and submitted within three business days of AGENCY’s request. Vendor hereby certifies the following:
- C.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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.
- D.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- E.** The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (U.S.C.). §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Vendor understands and agrees that the provisions of 31 U.S.C. § 3801 et. seq. apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Authorized Official on behalf of Vendor

\_\_\_\_\_  
Name and Title of Authorized Official on behalf of Vendor

\_\_\_\_\_  
Name of Vendor

\_\_\_\_\_, 20\_\_\_\_ Date of Execution

## AFFIDAVIT OF COMPLIANCE WITH 2 CFR §200.321 REQUIREMENTS

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

(OR 45 C.F.R. §75.330 FOR HEALTH AND HUMAN SERVICES FUNDS)

I, \_\_\_\_\_, in my capacity as \_\_\_\_\_,  
(First and Last Name) (Company Title/Position)

am authorized to sign on behalf of, and fully bind, \_\_\_\_\_  
(Company Name)

(the "Prime Contractor"). Accordingly, on behalf of the Prime Contractor, I swear to, and affirm, the following:

- \_\_\_\_\_  
(Initial) 1. Qualified small and minority businesses, and women's business enterprises, were, and will continue to be, placed on all of the Prime Contractor's solicitation lists.
  
- \_\_\_\_\_  
(Initial) 2. The Prime Contractor solicited, and will continue to solicit, small and minority businesses, and women's business enterprises, when they were/are potential sources.
  
- \_\_\_\_\_  
(Initial) 3. Based on the Prime Contractor's experience and expertise, the total requirements of the project were, and will continue to be, divided – when economically feasible – into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
  
- \_\_\_\_\_  
(Initial) 4. The Prime Contractor has and/or will establish delivery schedules that will encourage participation of small and minority business, and women's business enterprises.
  
- \_\_\_\_\_  
(Initial) 5. The Prime Contractor has and/or will use 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.
  
- \_\_\_\_\_  
(Initial) 6. I understand that if the Prime Contractor fails to submit the documentation required in SECTION 1, GENERAL TERMS AND CONDITIONS, SMALL AND MINORITY BUSINESS ENTERPRISE (MBE), WOMEN BUSINESS ENTERPRISES (WBE), AND LABOR SURPLUS AREA FIRMS of these bid documents as attachments to this Affidavit of Compliance, that the Prime Contractor's bid will be considered non-responsive.
  
- \_\_\_\_\_  
(Initial) 7. I affirm that all the **documentation attached** to this Affidavit of Compliance reflect true and accurate records that have not in any way been altered.

\_\_\_\_\_ 8. I understand that, should the Prime Contractor be the awarded the contract that  
(Initial) this affidavit will continue to be considered binding for the duration  
of the project.

\_\_\_\_\_ 9. I understand that false statements on this Affidavit of Compliance may result  
(Initial) in criminal prosecution for a felony of the third degree as provide for in  
§92.525(3), Florida Statutes.

**I swear and affirm** that the above and foregoing representations are true and correct  
to the best of my information, knowledge, and belief.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Official Title

STATE OF \_\_\_\_\_)

AGENCY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_  
20\_\_\_\_\_, by \_\_\_\_\_ of \_\_\_\_\_, a  
Name of officer or agent, Title (Name of company) (State)

corporation, on behalf of the corporation.

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
Signature Notary Public  
Print, Type/Stamp Name of Notary

Personally Known [ ] or Produced Identification [ ]

Type of Identification Produced: \_\_\_\_\_

**AUTHORIZED SIGNATORIES/NEGOTIATORS**

The Proposer represents that the following **principals** are authorized to sign proposals, negotiate and/or sign contracts and related documents to which the proposer will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name \_\_\_\_\_ Title \_\_\_\_\_

Telephone Number/Email \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

Name of Business \_\_\_\_\_

**Type of Organization**

\_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Joint Venture\* \_\_\_\_\_ Corporation

\_\_\_\_\_ Limited Liability Company \_\_\_\_\_ Non Profit

State Incorporation Document No. \_\_\_\_\_

Principal Place of Business (Florida Statute Chapter 607) \_\_\_\_\_

City/AGENCY

**THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE PROPOSER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.**

**Federal Tax ID # :** \_\_\_\_\_

*\*Joint Venture Firms must complete and submit with their Proposal Response the form titled "Information for Determining Joint Venture Eligibility", and a copy of the formal agreement between all joint venture parties. This joint venture agreement must indicate the parties' respective roles, responsibilities and levels of participation for the project. **If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted.** Failure to timely submit the required form along with an attached written copy of the joint venture agreement may result in disqualification of your Proposal Response.*

**DEBARMENT CERTIFICATION FORM**

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**Certification Regarding  
Debarment, Suspension, Ineligibility and  
Voluntary Exclusion**

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**Subcontractor Covered Transitions**

- (1) The prospective subcontractor, \_\_\_\_\_, of the Sub-recipient, certifies, by submission of this document, 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.
  
- (2) Where the Sub-recipient's contractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

**SUBCONTRACTOR**

---

By: \_\_\_\_\_  
Signature

Ridge Area Arc, Inc. \_\_\_\_\_  
Sub-Recipient's Name

\_\_\_\_\_  
Name and Title

H1209 \_\_\_\_\_  
DEM Contract Number

\_\_\_\_\_  
Street Address

4673-183-R \_\_\_\_\_  
FEMA Project Number

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

**SCHEDULE OF SUBCONTRACTING AND AFFIDAVIT OF COMPLIANCE WITH 2 CFR §200.321 REQUIREMENTS**  
**(OR 45 C.F.R. §75.330 FOR HEALTH AND HUMAN SERVICES FUNDS)**

I, \_\_\_\_\_, in my capacity as \_\_\_\_\_, am authorized to sign on behalf of, and fully bind,  
 \_\_\_\_\_  
 (First and Last Name) (Company Title/Position)

\_\_\_\_\_ (the "Prime Contractor"). Accordingly, on behalf of the Prime Contractor, I swear to, and affirm the following:  
 \_\_\_\_\_  
 (Company Name)

- ✓ Qualified small and minority businesses, and women's business enterprises were, and will continue to be, placed on all of the Prime Contractor's solicitation lists.
- ✓ The Prime Contractor solicited, and will continue to solicit, small and minority businesses, and women's business enterprises, when they were/are potential sources.
- ✓ Based on the Prime Contractor's experience and expertise, the total requirements of the project were, and will continue to be, divided when economically feasible into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- ✓ The Prime Contractor has and/or will establish delivery schedules that will encourage participation of small and minority business, and women's business enterprises.
- ✓ The Prime Contractor has and/or will use 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.
- ✓ I understand that failure to present documentation validating compliance upon request of the County may result in this bid being deemed non-responsive.
- ✓ I understand that, should the Prime Contractor be the awarded the contract that this affidavit will continue to be considered binding for the duration of the project.

Name of Subcontractor <i>(attach additional pages as necessary)</i>	Address	Type of Work to be Performed	Percent and dollar amount of Contract Amount to be Subcontracted

I understand that false statements on this Affidavit of Compliance may result in criminal prosecution for a felony of the third degree as provide for in §92.525(3), Florida Statutes.

<b>SIGNATURE</b>	<b>PRINTED NAME</b>	<b>OFFICIAL TITLE</b>	<b>DATE</b>
STATE OF _____ ) The foregoing instrument was acknowledged before me this		<b>NOTARY</b>	
COUNTY OF _____ ) _____ day of _____, 20____, by _____			
	on behalf of the corporation.	_____	
	Personally Known [ ] or Produced Identification [ ]	Signature	
(Seal)	Type of Identification Produced: _____	_____	
		Printed Name	

**NOTE: SMALL AND MINORITY-OWNED, WOMEN-OWNED BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS SHALL NOT BE EXEMPT FROM COMPLYING WITH THE AFFIRMATIVE STEPS OUTLINED IN 2 CFR §200.321 (OR 45 C.F.R. §75.330 FOR HEALTH AND HUMAN SERVICES FUNDS) FOR SUB-CONTRACTING.**

Sealed Submission Label – Use if Bid submittal is by postal mail or any special delivery mail.

Cut along the outer border and affix this label to your sealed submission envelope to identify it as a “**SEALED BID/PROPOSAL.**”

**Deliver to:** Ridge Area Arc  
4352 Independence Street  
Avon Park, Florida, 33825

**Contact Information:** **Kathleen Border**  
863-452-1295



**PLEASE PRINT CLEARLY:**

	<b>SEALED BID/PROPOSAL DOCUMENTS</b> <b>• DO NOT OPEN •</b>
SOLICITATION NO.:	4673-183-R Ridge Area Group Homes, Wind Retrofit
SOLICITATION TITLE:	
DATE DUE:	<b>12/8/2025</b>
TIME DUE:	Prior to: 3:00 PM
SUBMITTED BY:	_____
	(Name of Company)
_____	_____
e-mail address	Telephone
<b>DELIVER TO:</b>	Ridge Area Arc Attn: Kathleen Border, Administration 4352 Independence Street Avon Park, Florida 33825
<b>Note: submissions received after the time and date above will not be accepted.</b>	

**\*Notice: The Date Due/Submission Deadline Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda. It is the sole responsibility of the Contractor/Vendor to monitor the AGENCY webpage for any updates Contractor/Vendor may strike through and update Date Due/Submission Deadline Date/Opening Date to match any updates to this date that have been published via Addenda.**