



**REQUEST FOR QUALIFICATIONS
RFQ 24-002 CDBG-MIT GRANT ENGINEER / ARCHITECT**

**JAMEE COOK, PURCHASING AGENT
368 SOUTH COMMERCE AVENUE
SEBRING, FL 33870**

Email: purchasing@mysebring.com

RFQ 24-002
CITY OF SEBRING CDBG-MIT PROJECTS 1 – 9
GRANT ENGINEERING AND ARCHITECTURAL SERVICES
REQUEST FOR QUALIFICATIONS
COMMODITY CODE: 90740, 90672, 92517, 92535, 90607, 92597

The City of Sebring, Florida is requesting qualifications from qualified professional service providers for various projects. Each project may be awarded individually.

Projects funded under the Critical Facilities Hardening Program (CFHP):

- (1) Fire Station No. 15 – Structural and Architectural improvements and Generator demolition and installation \$261,034.00
- (2) Fire Station No. 14 – Structural, Architectural, and Mechanical improvements and Generator demolition and installation \$867,110.00
- (3) Police Station – Structural and Architectural improvements \$363,234.00
- (4) Veteran’s Beach Water Plant – Generator demolition and installation \$159,347.00
- (5) Park Street Water Plant – Generator demolition and installation \$157,395.00
- (6) Fireman’s Field Water Plant – Generator demolition and installation \$143,810.00
- (7) Airport Road Water Plant – Generator demolition and installation \$248,210.00

Projects funded under the General Infrastructure Program (GIP):

- (8) Water Distribution System Upgrades – Highlands Homes – Replacement cast iron waterlines and the replacement of fire hydrants, cut off valves and water services \$2,605,428.00
- (9) Sanitary Sewer System Infrastructure Plan Hardening – Replacement of terracotta clay sanitary sewer pipe and the replacement of 79 sanitary sewer manholes \$3,515,280.00

****Note: Each project may be awarded individually.**

Specifications & General Terms and Conditions may be obtained at **VendorRegistry.com**. Any questions regarding the specifications, terms and conditions, and/or the RFQ process should be submitted to **purchasing@mysebring.com**.

Sealed qualifications proposals must be marked with the RFQ number and delivered to the **City of Sebring Purchasing Office Attn: Jamee Cook, Purchasing Agent, 368 S. Commerce Ave., Sebring, FL 33870** so as to reach the said office no later than **3:00 p.m., Thursday, February 8, 2024**, of the official time clock in the purchasing office, at which time they will be opened. Qualifications proposals received later than the date and time specified will be rejected. The City will not be responsible for the late delivery of any qualifications proposals that are incorrectly addressed, delivered in person, by mail, or any other type of delivery service. The Sebring City Council reserves the right to accept or reject any or all qualifications proposals or any parts thereof; and the award; if an award is made, will be made to the

most responsible firm with the best qualifications proposal whose proposal and qualifications indicate that the award will be in the best interest of the City of Sebring. The council reserves the right to waive irregularities in the RFQ responses.

Fair Housing / Equal Opportunity Employer

Jamee Cook, Purchasing Agent

Official Publication: VendorRegistry.com
Dates: January 5, 2024 – February 8, 2024
Publication: Tampa Bay Times (January 7, 2024)

SECTION 1 – PURPOSE OF PROJECT

The City of Sebring is requesting qualifications proposals from qualified individuals or firms to provide grant Architectural or Engineering services for the City’s Community Development Block Grant-Mitigation (CDBG-MIT) programs to support long-term mitigation efforts following declared disasters in 2016 and 2017. These awards were granted under the Critical Facility Hardening Program and were distributed on a competitive basis targeting HUD designated most impacted and distressed areas.

The City has entered into Community Development Block Grant-Mitigation (CDBG-MIT) contracts with the Florida Department of Economic Opportunity (DEO) for the following projects:

Projects funded under the Critical Facilities Hardening Program (CFHP):

- (1) Fire Station No. 15 – Structural and Architectural improvements and Generator demolition and installation \$261,034.00
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- (9) Sanitary Sewer System Infrastructure Plan Hardening – Replacement of terracotta clay sanitary sewer pipe and the replacement of 79 sanitary sewer manholes \$3,515,280.00

Grant Architectural, Structural Engineering, and or Civil Engineering services shall include any required boundary surveys, geotechnical and or other necessary studies, project design, permitting preparation and submissions, bidding and construction observation services, participation in all DEO monitoring visits and meetings (when requested), preparation of required construction change orders and review of construction contractor pay requests for progress and compliance with grant requirements, attendance at all pre-bid and pre-construction conferences, preparation of the engineering certifications of completion for the grant closeout packages, and providing the grant administrator managing the project with developmental support for the project. Each A scope of work outlining the tasks to be performed and a timeline to complete the proposed tasks must be included in the proposal.

To ensure compliance with Chapter 287.055, Florida Statutes proposers are **not to include pricing within the submittals**. Once the City's ranking committee establishes the most qualified individuals or firms, the City will negotiate the price and profit with the selected individuals or firms.

Procurement and contracting for all services shall conform to CDBG guidelines as well as the state and federal regulation including 2 CFR, Part 200. All records shall be maintained in accordance with state and federal CDBG requirements.

SECTION 2 – PROPOSAL REQUIREMENTS

Proposers shall submit one (1) signed original and three (3) complete copies of the package. One (1) digital/electronic copy will be submitted on a CD-ROM or other electronic media in Adobe Acrobat PDF readable format replicating the content of the paper version of the submission. The digital copy will be an exact duplicate of the paper response submitted. All submissions shall be sealed and delivered to the City of Sebring, Purchasing Department, 368 S. Commerce Avenue, Sebring, Florida 33870 no later than the official RFQ due date and time, or as amended by addenda to the RFQ. Qualifications proposals must be clear, concise, and specific. To facilitate effective evaluation by the City, qualifications proposals shall be limited to 70 pages, excluding sectional dividers, and front and back covers. Qualifications proposals which exceed this length will be considered non-responsive and will not be evaluated. The following information shall be submitted in all responses in the format as specified herein. Failure to submit the requested information in this format may result in a reduction of the evaluation points assigned to your proposal and possibly rejection of the entire submittal.

COVER LETTER/LETTER OF INTEREST

Letter of interest including reference to this solicitation. (2 pages maximum)

SECTION A

Company Information and Experience:

The Proposer shall provide the following information about their firm and any proposed sub-contractors:

- 1) Name of firm and parent company, if any.
- 2) Name of firm's principal business.

- 3) Name, address, phone number of person to receive notification and to reply to City inquiries.
- 4) Firm Experience – The Proposer shall provide the total number of years of experience with administering projects through the Community Development Block Grant (CDBG) Program or other similar municipal grant or loan programs, as well as a list of CDBG and similar municipal projects successfully implemented by the firm.
- 5) Staff Experience – The Proposer shall provide a one (1) page resume of each of the key personnel that may perform work under this contract, including educational background, academic degrees, professional associations, job title, responsibilities, type of work performed, years of experience, and experience on similar projects to that requested herein.

SECTION B

References

The Proposer shall submit a minimum of five (5) references from other client communities (which the City will evaluate for the degree of performance quality) of CDBG or similar government project contracts awarded to your firm during the last five (5) years to include the awarding entity and contact information; amount of grant; grant program and category; grant work description; Architectural or Engineering responsibilities; completion period; and whether work was completed satisfactorily and on time. Proposer shall include the client community name, current contact person, email, and phone number. The City anticipates contacting each reference provided. **If the current contact person and their current contact information are not provided, the reference will not be considered.**

SECTION C (MUST BE PROVIDED FOR EACH PROJECT SEPARATELY)

Proposer Project Approach and Project Management - Specify Project #(s)

The Proposer shall provide a comprehensive narrative statement of each project to include:

- 1) The anticipated project timeline;
- 2) Tasks to be performed including the staff member responsible for the tasks;
- 3) Project management and quality control methods including scheduling, monitoring, and reporting;
- 4) The firm's capability to commit staff to the project, staff availability for the project, and the ability to complete the required services in a timely manner;
- 5) The maximum number of staff hours to be expended for the project.

SECTION D

Fee Schedule: Not applicable to this solicitation's response.

SECTION E

Per Chapter 287.055 Florida Statutes (Consultants Competitive Negotiation Act), no fee, fee schedule, or price are to be provided with the qualifications proposal. The City will negotiate the fee including profit with the Proposer determined by the ranking committee to be most qualified.

Forms (attached)

Non-Collusion Affidavit of Prime Proposer Certification, Drug-Free Workplace Certification, Insurance Certification, Indemnification, and Public Entities Crime Statement. In addition, provide respondent’s licenses (if applicable), W9, insurance certificates, and MBE/WBE certificate (if applicable). MBE/WBE certification will not be considered if a copy of the official certificate is not included.

SECTION 3 – EVALUATION CRITERIA

EVALUATION METHODS AND CRITERIA

Proposals for grant Architectural or Engineering services will be evaluated by a selection committee.

The following criteria will be used in the selection process for projects 1-7:

EVALUATION	Score 1-5	Weighted Score
COMPANY INFORMATION AND EXPERIENCE		x20/
STAFF QUALIFICATIONS AND EXPERIENCE		x20/
REFERENCES		x20/
PROJECT APPROACH AND PROJECT MANAGEMENT		x25/
EXPERIENCE WITH MUNICIPAL ENGINEERING		x10/
MBE/WBE CERTIFICATION (score 0 or 5)		x5/
CERTIFICATION FORMS (no point value)		
Total Points Possible (Ranking 0-5 multiplied by weight) 500 points		
TOTAL SCORE		

The following criteria will be used in the selection process for projects 8 and 9:

EVALUATION	Score 1-5	Weighted Score
COMPANY INFORMATION AND EXPERIENCE		x20/
STAFF QUALIFICATIONS AND EXPERIENCE		x20/
REFERENCES		x20/
PROJECT APPROACH AND PROJECT MANAGEMENT		x25/
EXPERIENCE WITH ENGINEERING CDBG PROJECTS		x10/
MBE/WBE CERTIFICATION (score 0 or 5)		x5/
CERTIFICATION FORMS (no point value)		
Total Points Possible (Ranking 0-5 multiplied by weight) 500 points		
TOTAL SCORE		

The City shall be the sole judge of the best interests of the City, the submission and the resulting negotiated agreement.

SELECTION PROCESS

The evaluation committee will be comprised of three (3) City of Sebring staff members and will be responsible for evaluating and ranking the qualifications proposals submitted by all of the respondents regarding this RFQ in accordance with the criteria contained in this RFQ. The evaluation committee will evaluate the qualifications proposals and may require some or all of the respondents to provide additional information at a later date in the form of an interview/presentation. The evaluation committee will make its recommendation to City Council for award and execution of a contract. The City of Sebring reserves the right to reject any and all responses, or portions thereof, received as a result of this request, as may be deemed to be in the best interest of City of Sebring. The City of Sebring further retains the right to waive any irregularities of any submission. The City shall make its selection in accordance with Florida laws and the Sebring Code.

CONTRACT AWARDS

The City anticipates awarding between one (1) to nine (9) Engineering and or Architectural Services contracts for the City’s (9) CDBG Mitigation projects listed in this RFQ solicitation. Any contracts, if awarded pursuant to this RFQ, shall be subject to the limitations and restrictions described therein. The proposer understands that this RFQ does not constitute an agreement or a contract with the City. An official contract or agreement is not binding until the submission is reviewed and accepted by the City Council and executed by all parties.

ANTICIPATED TIMELINE

Proposals due:	February 8, 2024 @ 3:00 p.m.
Evaluation and ranking of firms:	February 15, 2024
Interviews/Presentations (if necessary):	TBD
Approval by City Council:	TBD

SECTION 3–ADDITIONAL TERMS AND CONDITIONS

1) Information or Clarification

Qualifications proposers are urged to promptly review the Solicitation Definitions Addendum as well as the requirements of all solicitation specifications and submit questions to the Purchasing Agent at purchasing@mysebring.com for resolutions as early as possible during the RFQ period. All questions will be answered up to three (3) business days prior to the opening of the proposals and posted on the official solicitation website, VendorRegistry.com. Otherwise, this will be construed as acceptance by the qualifications proposers that the intent of the specifications is clear and that competitive responses may

be obtained as specified herein. Protests with regard to specification documents shall not be considered after qualifications proposals are opened.

2) Development Costs

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this solicitation. Respondents should prepare their submittals simply and economically, providing a straightforward and concise description of the respondent's ability to meet the requirements of the solicitation.

3) Solicitation Response

All responses shall become the property of the City of Sebring. The City, at its discretion, reserves the right to waive minor informalities or irregularities in any response, to reject any and all responses, in whole or in part, with or without cause, and to accept that response, if any, which in its judgment will be in its best interest.

4) Equal Opportunity

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women business enterprises.

5) Public Records Requirement

The Architect or Engineer is required to keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service sought herein. Each Architectural or Engineering firm the City contracts with is required to provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Ch. 119.07 et seq, Fla. Stat. or as otherwise provided by law. The Architectural or Engineering firm the City contracts with must ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law and must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contracted firm upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

IF THE ARCHITECT OR ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ARCHITECT OR ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-471-5100, 368 S. Commerce Ave., Sebring FL 33870, or kathyhaley@mysebring.com.

6) Legal Requirements

Federal, State, County, and local laws ordinances, rules and regulations that in any manner affect the item(s) covered herein are applicable to this solicitation, which may include the City Legal Provisions Addendum. Lack of knowledge by the respondent will in no way be cause for relief from responsibility.

SECTION 4 - GENERAL TERMS AND CONDITIONS (Rev 5/2022)

Successful qualifications proposers shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the services and the protection of persons and property, including but not limited to those found in the City Legal Provision Addendum, made part hereto by reference.

ACCEPTANCE AND WARRANTY: Neither the final certificate of payment nor any provision in this document, or partial or complete use of the project by the City shall constitute an acceptance of work not done in accordance with the contract document or relieve the Architect or Engineer of liability in respect to any expressed or implied warranties or responsibilities for faulty material or workmanship. Architect or Engineer shall remedy any defects and pay for any damages resulting there from which appear within a period of one year after final acceptance of the work unless otherwise stated in the specifications herein.

ADDENDUMS: If it becomes necessary to revise or amend any part of this document, an addendum will be issued and will be posted on VendorRegistry.com. **It shall be the sole responsibility of the qualifications proposers to check the website to ensure that all available information has been received prior to submitting qualifications proposals.**

ADDITIONAL WORK: Not applicable to this solicitation.

ASSIGNMENT: Awarded Firms shall not assign this contract, in whole or in part, or any monies due hereunder, without the written consent of the City.

BONDING: Not applicable to this solicitation.

CHANGE ORDERS: The signed contract serves to define the terms and conditions for the services, work or project as described in the RFQ and contract documents. A Change Order shall be considered a written order to the Architect or Engineer signed by the City, after execution of the contract, authorizing a change in the work or an adjustment in the contract price or the contract time.

CITY EMPLOYEES AND FAMILY MEMBERS are eligible to submit a qualifications proposal for this contract, but in doing so they must file Form 3A "Interest in Competitive Bid for Public Business" with the Highlands County Supervisor of Elections and submit a copy of the form with their submittal. Under Florida Statute 112.313 this includes "...public officers and employees, their spouses, and their children..."

CONTACT INFORMATION: Jamee Cook, Purchasing Agent, purchasing@mysebring.com. Any interpretation, clarification, correction or change to this document will be made by written addendum issued by the City Purchasing Department and posted on VendorRegistry.com. **Any oral or other type of communication concerning this document shall not be binding.**

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the City posting the notice of staff recommendation, excluding Saturdays, Sundays, and state holidays, any employee or official of the City concerning any aspect of this solicitation, except in writing to the purchasing agent or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

COPYRIGHTS:

1) If awarded a contract, the Architect or Engineer agrees that the work requested herein is "work for hire" and shall irrevocably transfer, assign, set over, and convey to the City all right, title, and interest,

including sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to the contract. The Architect or Engineer further agrees to execute such documents as the City may request to effect such transfer or assignment.

2) Further, the Architect or Engineer agrees that the rights granted to the City by this section are irrevocable. Notwithstanding anything else in this invitation, the Architect or Engineer's remedy in the event of termination of or dispute over any agreement entered into as a result of this invitation shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred in this section. Similarly, no termination of any agreement entered into as a result of this invitation shall have the effect of rescinding, terminating, or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" section.

3) The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as part of any agreement entered into as a result of this invitation is prohibited unless the City approves the use of subcontractors or third parties in writing in advance and such subcontractors or third parties agree to include the provision of this section as part of any contract they enter into with the Architect or Engineer for work related to this contract.

4) If anything included in a deliverable limit the rights of the City to use the information for its own internal use, the deliverable shall be considered defective and not acceptable.

DEFAULT: In any action brought by either party for the interpretation or enforcement of obligations of either party, including appeals, the prevailing party shall be entitled to recover reasonable attorney fees, court and other costs from the non-prevailing party, whether incurred before or at trial, on appeal, in bankruptcy, or in post judgment collections.

DOCUMENT DEEMED AS A CONTRACT: In the event that the Sebring City Council awards the project described herein to an Architect or Engineer (s), and/or a purchase order is processed then this document shall become a legally binding contract unless a separate document is drawn up by the City Attorney in which case the Attorney's contract is primary and this document is secondary.

DUE CARE AND DILIGENCE has been exercised in the preparation of this document and all information contained herein is believed to be substantially correct; however, the responsibility for determining the full extent of the service required rest solely with those making response. Neither the City nor its representative shall be responsible for any error or omission in the responses submitted, nor for the failure on the part of the respondents to determine the full extent of the exposures.

EARLY TERMINATION: City may, by written notice, terminate the contract in whole or in part at any time, either for City's convenience or because of failure of Architect or Engineer to perform any material provision or portion of the services or project, including a failure to pay vendors, suppliers, or sub-subcontractors as required and failure to undertake adequate safety measures during the performance of the services or project. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performance of the contract, whether completed or in process, shall be delivered to City. If the termination is for the convenience of the City, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services. If the termination is due to failure to fulfill the Architect or Engineer's obligations, the City may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Architect or Engineer shall be liable to the City

for any additional cost occasioned to the City thereby. If, after notice of termination for failure to fulfill contract obligations, it is determined that Architect or Engineer had not failed, the termination shall be deemed to have been effected for the convenience of the City. In such event, adjustment in the contract price shall be made as described in the first sentence of this paragraph.

EQUIPMENT: Architect or Engineer will provide, at Architect or Engineer's expense, all machinery, equipment, tools, superintendence, labor, insurance, and all other accessories necessary to provide the product(s) or service(s) in accordance with the description of the work described herein.

INDEPENDENT CONTRACTOR: The parties expressly recognize that the relationship between the City and the Architect or Engineer is that of independent contractors, and that neither the Architect or Engineer nor any of its servants, agents, or employees shall ever be considered as an agent, servant, or employee of the City.

INSPECTION & CORRECTION OF WORK: All work done by the awarded Architect or Engineer will be monitored by an authorized designated City employee. An Architect or Engineer shall notify the designated person of completion of each cycle within twenty-four hours of such completion. The designated contact person will then inspect the work and if they find it has not been done satisfactorily, said work shall be promptly corrected by the Architect or Engineer at the Architect or Engineer's expense.

INSURANCE REQUIREMENTS: Unless otherwise stated in the specifications, the following insurance requirements must be met before delivery of goods and services:

Architect or Engineer, upon its part, agrees to protect, indemnify, save harmless, and insure the City from any liability to any persons for injuries to the person, including homicide, or damage to property, resulting from the acts or omissions of the Architect or Engineer for performing its obligations under this contract. The parties expressly recognize that the relationship between the City and the Architect or Engineer is that of independent contractors, and that neither Architect or Engineer, nor any of its servants, agents, or employees shall ever be considered to be an agent, servant, or employee of the City. Architect or Engineer shall obtain and maintain, at Architect or Engineer's expense, the following insurance and shall not commence work hereunder until such insurance is obtained and approved by the City:

1) The respondent shall purchase and maintain Errors and Omissions insurance with minimum limits of \$2,000,000 per occurrence. If a claims-made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

2) The respondent shall maintain, during the life of the contract, commercial general liability insurance in the amount of at least \$1,000,000 combined single limit. CGL insurance shall include broad form contractual liability insurance and coverage for independent contractors, bodily injury, property damage liability for premises, products, and completed operations, and personal injury.

3) The respondent shall maintain, during the life of the contract, comprehensive automobile liability insurance in the amounts of \$500,000 combined single limit for bodily injury and property damage to protect the respondent from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the respondent or by anyone directly or indirectly employed by the respondent.

4) Worker's Compensation coverage is to apply to all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.

LICENSING: If required, qualifications proposers shall be fully licensed in the State of Florida and shall comply with all applicable laws, regulations, rules, and ordinances of local, state, and federal authorities having jurisdiction. Failure or inability on the part of the respondent to have complete knowledge and intent to comply with such laws, rules and regulations shall not relieve any respondent from its obligation to honor its response and to perform completely in accordance with its response. Proof of all relevant licenses is required as part of your submittal.

LIQUIDATED DAMAGES: Not applicable to this solicitation.

LOCAL PREFERENCE: Not applicable to this solicitation.

MULTIPLE RESPONSES: If submitting a response for more than one solicitation, each response must be in a separate envelope and correctly marked.

NOTICES: All notices provided under or pursuant to this contract shall be in writing, either by hand delivery, email, or first class certified mail – return receipt requested.

PAYMENTS: All payments must be approved by Sebring City Council, which meets the first and third Tuesday of each month. To be considered for payment at any meeting, the invoice must be received and be fully approved by City personnel one week prior to a City Council meeting.

PERFORMANCE & WORKMANSHIP: Architect or Engineer shall, in good workmanlike manner, perform all services pursuant to the specifications. Should the Architect or Engineer fail to provide prudent and competent professional service, the City may notify the Architect or Engineer in writing stating the City's intention to terminate the contract and stating the reasons therefore. Unless Architect or Engineer remedies such default or has made satisfactory arrangements with the City for such remedy within five (5) business days after service of said notice upon Architect or Engineer, this contract may be terminated by the City. In the event of such termination, the City may take over and complete the work at the expense of the Architect or Engineer. The Architect or Engineer shall be liable to the City for any excess costs the City incurs.

PRE-BID MEETING: Not applicable to this solicitation.

PRICE: In compliance with Chapter 287.055, Florida Statutes, price shall not be included as an evaluated criterion for this solicitation. The City will negotiate price with the firm determined to be most qualified per evaluation of its qualifications proposal. Any payments made by the City would be based on a contractual agreement resulting from this solicitation, ranking and subsequent negotiation of price.

PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted herein and the contract shall be read and enforced as though it were included, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

PURCHASING AGREEMENT WITH OTHER PUBLIC AGENCIES: Not applicable to this solicitation.

PURCHASE CARDS: When accepted by the vendor, transactions totaling \$5,000.00 or less may be paid by purchase card. Purchase cards can be used as an alternate form of payment for contracted services which are a result of the competitive selection process. The Architect or Engineer shall not charge a convenience fee or surcharge to the City for transactions paid by purchase card.

PURCHASE ORDERS are required by the City of Sebring when a contract/agreement is established as a result of the competitive RFQ process. Once the contract/agreement is in effect, it will be the responsibility of the department to submit a request for a purchase order. The purchasing office will generate the purchase order, which is then emailed to the vendor at the email address provided by the vendor, as well as the department initiating the request.

RENEWAL: Not applicable to this solicitation.

RESTRICTIONS: Time restrictions are not permissible. Qualifications proposals offered which include such restrictions will be rejected. Any variations from this specification shall be indicated on the qualifications proposal and explained in detail on a separate attachment to the proposal.

RESPONSES/QUALIFICATIONS PROPOSALS are due and must be received in accordance with the instructions given in the announcement page. Responses/qualifications proposals received later than the time designated will be deemed as non-responsive and will not be considered. Responses/qualifications proposals must be signed by an individual of the respondent's organization legally authorized to commit the respondent's organization to the performance of the product(s) and/or service(s) contemplated by this document.

STATEMENT OF INDEMNIFICATION – The Architect/Engineer hereby acknowledges and confirms that the contract price includes the consideration for this indemnification / hold harmless. The Architect/Engineer shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, its elected officials, employees, agents, and volunteers from and against all claims, actions, liabilities, losses, (including economic losses), costs, including attorney fees and all costs of litigation, and judgments of every name and description arising out of, or incidental to the performance of this contract, unless caused by the sole negligence of the City, its elected officials, employees, agents, or volunteers. Any cost or expenses, including attorney fees (including appellate, bankruptcy, or patent council fees), incurred by the City to enforce this agreement shall be borne by the Architect or Engineer. This indemnification shall also cover all claims brought against the City, its elected officials, employees, agents, or volunteers by any employee of the Architect or Engineer, any subcontractor, or anyone directly or indirectly employed by any of them. The Architect or Engineer's obligation under this article shall be limited to \$10,000,000 and shall not be limited in any way to the agreed upon contract price as shown in this contract or the Architect or Engineer's limit of all services, obligations, and duties provided for in this contract, or in the event of

termination of this contract for any reason, the terms and conditions of this article shall survive indefinitely.

SUBCONTRACTOR: If subcontracting has been agreed upon by the parties herein and made a part of the terms of this contract, the Architect or Engineer shall be responsible for monitoring all subcontractors to make sure all conditions of the contract are being executed. Furthermore, the City has the right to refuse subcontractors work on the project.

TERM: Until completed.

TERMINATION: Should Architect or Engineer violate any provision in this document, City may notify Architect or Engineer, in writing, stating the City's intention to terminate the contract and stating the reasons thereof. Unless Architect or Engineer remedies such default or has made satisfactory arrangements with the City for such remedy within five (5) business days after service of said notice upon Architect or Engineer, this Architect or Engineer may be terminated by the City.

TIME: Time is of the essence of this agreement.

PROTEST: Failure to file a protest within the time prescribed in the City of Sebring's Purchasing Policy shall constitute a waiver of the qualifications proposer's right to protest.

CERTIFICATION FORMS

**NON-COLLUSION AFFIDAVIT OF PRIME PROPOSER
(SUBMITTAL PAGE)**

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

1. he/she is _____ of _____, the Proposer that has submitted the attached Proposal;
2. he/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposers nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiliate has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Proposer, firm or person to fix the price or prices in the attached proposal of any other Proposer, or to fix any overhead, profit or cost element of the Proposal Price or the Proposal Price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City or any person interested in the proposed Contract; and
5. The qualifications quoted in the attached Proposals as well as subsequent negotiated prices, following evaluation and of the firms' qualifications by the City, are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees or parties in interest, including this affiliate.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20__

Notary Public

My Commission Expires: _____

DRUG-FREE WORKPLACE FORM
(SUBMITTAL PAGE)

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies

That _____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employee for violations of such prohibition
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the Terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of United States any state, for a violation occurring in the workplace no later than five (5) days after such Conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

Date

INSURANCE
(SUBMITTAL PAGE)

By signing below the Proposer is stating that they fully understand the insurance requirements for the project and if awarded the proposal will provide all insurance coverage as required in RFP # _____.

The requirements are as follows:

- Proposer is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (Workers Compensation, General and Automobile policies)
- The City will be named as an additional insured for general and automobile liability
- The certificate will contain a 30-day written notice of cancellation and a 10-day written notice of non-payment
- The General Liability and Worker's Compensation policies will contain waiver of subrogation in favor of the City

Company Name

Proposer (signature)

INDEMNIFICATION

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Architect or Engineer shall defend, indemnify, and hold harmless the City, its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) to the extent arising out of or resulting from any acts of negligence, recklessness or intentional wrongful misconduct in the performance of the work by the Architect or Engineer, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City, or any of its officers, directors, agents, or employees by any employee of the Architect or Engineer, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Architect or Engineer or any Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Architect or Engineer, or any of his Subcontractors. To the extent this Indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such manner as to be consistent with such Law or Statute.

Subrogation: The Architect or Engineer and his Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Architect or Engineer or Subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Architect or Engineer or Subcontractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Architect or Engineer or Subcontractor enter into such an agreement on a pre-loss basis.

Release of Liability: Acceptance of the Architect or Engineer of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work.

Savings Clause: The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

BY: _____
Signature of Owner or Officer

DATE: _____ ATTEST: _____
Corporate Secretary or Witness

Organization Phone Number

STATE OF: _____

COUNTY OF: _____

The foregoing instrument was acknowledged before me this ____ day _____ of
20____ by _____, of
_____(Company Name).

He/She is personally known to me or has produced _____
as identification, and did ____/did not ____ take an oath.

Signature of Notary

Printed Name of Notary (Seal)

My Commission Expires: _____

**SWORN STATEMENT PURSUANT TO
FLORIDA STATUTES SECTION 287.133(3)(a) 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.

1. This sworn statement is submitted to _____
[print name of the public entity]
by _____ for _____
[print individual's name and title]

[print name of entity submitting sworn statement]

whose business address is _____

and its Federal Employer Identification Number (FEIN) or Social Security Number (SSN)

of the individual signing this sworn statement is _____.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means 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 or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid/qualifications proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means 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 guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- A predecessor or successor of a person convicted of a public entity crime; or
- 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. The term "affiliate" included those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate.

The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attached is a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me on this ____ day of

_____, 20__ by _____

who is personally known to me and who _____ did / _____ did not take an oath.

Signature of Notary

Printed Name of Notary

(Seal)

My Commission Expires: _____

**DOMESTIC PREFERENCE
(CERTIFICATION SUBMITTAL)**

By signing below the Proposer is stating that they fully understand the Domestic Preference requirements as outlined in 2 CFR 200.322(a) for the project and if awarded the proposal will ensure compliance with the regulation and as required in the regulation and RFQ #_____.

The City, as appropriate and to the extent consistent with law, shall, to the greatest extent practicable under its Federal awards, require 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 City shall include these requirements in all subawards including all contracts and purchase orders for work or products under its Federal awards. These provisions shall primarily be applicable to procurements of construction bidding, construction contracting and construction work. Secondly, these provisions shall set standards for grant administration and project engineering firms to ensure the incorporation of these requirements in projects documents and oversight of the construction contractor to ensure compliance with the Domestic Preference requirements.

Construction Procurements and Awards

Procurements for Federally funded construction services shall include a requirement that the bidder and selected construction contractor agree to execute a contract including the Domestic Preference provisions and additionally require that said contractor adhere to the Domestic Preference provisions outlined in the construction bidding specifications and contract provisions incorporating the requirements of 2 CFR 200.322(a).

Project Engineering Procurements and Awards

Procurements for Federally funded engineering services shall include a requirement that the proposer and selected engineering firm incorporate Domestic Preference provisions in construction bidding specifications and contract specifications and shall also include a requirement that the engineering firm provide oversight to ensure the construction contractor adheres to the Domestic Preference requirements during implementation of the construction work.

Grant Administration Procurements and Awards

Procurements for Federally funded grant administration services shall include a requirement that the proposer and selected firm provide oversight of construction specifications and implementation of construction work to ensure the inclusion of the Domestic Preference requirements are adhered to.

Company Name

Proposer (signature)

Date

**CONTRACTING WITH MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)
(CERTIFICATION SUBMITTAL)**

By signing below the Proposer is stating that they fully understand the Minority/Woman-owned Business Enterprises (MWBE) requirements for the project and if awarded will adhere to 2 CFR 200.321(b)(6), and the requirements in RFQ # _____, in hiring any subcontractors, if applicable.

The City of Sebring is an Equal Employment Opportunity employer and makes it a priority to ensure minority and women owned business enterprises are extended every opportunity to participate in procurement opportunities the City offers for projects and services. The City takes all necessary affirmative steps, as outlined in 2 CFR 200.321, to assure that minority owned businesses, women owned business enterprises, and labor surplus area firms are used when possible.

For this procurement and all federally funded procurements, the City shall:

- Maintain an updated solicitation list of all qualified minority and women owned business enterprises in Highlands County and the counties immediately surrounding Highlands County;
- Utilize the services provided by the Florida Office of Supplier Diversity and its website to maintain and update the City's minority and women owned business enterprises solicitation;
- Directly solicit by mail, phone, fax, or email all applicable vendors on the City's qualified minority and women business enterprises list providing them with notification of the procurement opportunity the City is offering;
- When economically feasible and allowable, the City will divide total requirements into smaller tasks or quantities to permit maximum participation by small and minority owned businesses, and women's owned business enterprises. (such divisions or reductions shall not be allowed to circumvent requirement thresholds for bonding or insurance);
- Where requirements and schedules of funding entities permit flexibility, establish delivery schedules which encourage participation by small and minority owned businesses, and women owned business enterprises.

In instance where procured prime contractor will utilize subcontractors, the prime contractor shall take affirmative steps, as outlined above, to assure that minority owned businesses, women owned business enterprises, and labor surplus area firms are used as subcontractors when possible.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Company Name

Proposer's Signature

Date

**ACCESS TO RECORDS AND RECORDS RETENTION
(CERTIFICATION SUBMITTAL)**

By signing below the Proposer is stating that they fully understand the Access to Records and Records Retention requirements for the project and if awarded the Proposer/Vendor will ensure compliance with the requirements and as required in RFQ # _____, and as outlined below:

ACCESS TO RECORDS

1. The City, FloridaCommerce, 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, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records, including electronic storage media, of the Proposer/Vendor, which are directly pertinent to this contract for the purpose of audit, examination, making excerpts, and transcriptions as they may relate to this Agreement.

2. **PUBLIC RECORDS ACCESS:**
 - a. The Proposer/Vendor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S.
 - b. The Proposer/Vendor shall keep and maintain public records required to perform the services under this Agreement.
 - c. This Agreement may be unilaterally canceled by the City for refusal by the Proposer/Vendor to either provide public records to the City upon request, or to allow inspection and copying of all public records made or received by the Proposer/Vendor in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
 - d. If the Proposer/Vendor meets the definition of “contractor” found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
 - i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Proposer/Vendor of the request, and the Proposer/Vendor must provide the records to the City or allow the records to be inspected or copied within a reasonable time. If the Proposer/Vendor fails to provide the public records to the City within a reasonable time, the Proposer/Vendor may be subject to penalties under s. 119.10, F.S.
 - ii. Upon request from the City’s custodian of public records, the Proposer/Vendor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - iii. The Proposer/Vendor shall identify and ensure that all public records that are

exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Proposer/Vendor does not transfer the records to the City.

- iv. Upon completion of the Agreement, the Proposer/Vendor shall transfer, at no cost to City, all public records in possession of the Proposer/Vendor or keep and maintain public records required by the City to perform the services under this Agreement. If the Proposer/Vendor transfers all public records to the City upon completion of the Agreement, the Proposer/Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Proposer/Vendor keeps and maintains public records upon completion of the Agreement, the Proposer/Vendor shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to City, upon request from the City's custodian of public records, in a format that is accessible by and compatible with the information technology systems of City.
- e. If the Proposer/Vendor has questions regarding the application of Chapter 119, Florida Statutes, to the Proposer/Vendor's duty to provide public records relating to this agreement, contact the City's custodian of public records by telephone at (863) 471-5110, by email at KathyHaley@mysebring.com or at the mailing address below:

City of Sebring
368 South Commerce Avenue
Sebring, FL 33870

RETENTION OF RECORDS

- 1. The Proposer/Vendor shall retain all records relating to this contract for six (6) years after the Town makes final payment and all other pending matters are closed.
- 2. If any litigation, claim, or audit is started before the six-year period expires, and extends beyond the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Company Name

Proposer (signature)

Date

APPENDIX II TO PART 200
(CERTIFICATION SUBMITTAL)

By signing below the Proposer states that they fully understand the requirements as outlined in Appendix II to Part 200, below. If awarded the Proposer understands that Appendix II to Part 200 will be included in the contract between their firm and the City of Sebring and will ensure compliance with the regulation and as required in the regulation and RFQ #_____.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency, the State of Florida and the City, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60–1.3](#) must include the equal opportunity clause provided under [41 CFR 60–1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319](#), [12935](#), [3 CFR Part, 1964–1965 Comp.](#), p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141–3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141–3144](#), and [3146–3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance 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 each contractor or subrecipient must be 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 non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701–3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. 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.

(G) Clean Air Act ([42 U.S.C. 7401–7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251–1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to 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 must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide 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.” SAM Exclusions 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.

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$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.

(K) Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115–232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See [Public Law 115–232](#), section 889 for additional information.

(d) See also [§ 200.471](#).

(L) Domestic preferences for procurements.

(a) 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). 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.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in [2 CFR part 184](#).

Company Name

Proposer (signature)

Date

**CONFLICTS OF INTEREST
(CERTIFICATION SUBMITTAL)**

By signing below the Proposer states that they fully understand the requirements, as outlined in 2 CFR 200.319(b) that prohibits contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. If the Proposer developed or drafted specifications, requirements, statements of work, or invitations for bids or requests for proposals for the work outlined in this RFQ _____, the Proposer may not be considered for work under this RFQ.

The Proposer hereby attests and certifies that they did not participate in the development or drafting of this RFQ.

The Proposer understands and is committed to declaring any real or perceived conflicts of interest to the City

The Proposer understands that in the event of a conflict of interest, either actual or perceived the City staff and/or members of the:

- Publicly declare the conflict,
- Abstain from any participation in the said procurement(s), including drafting RFQ, proposal evaluation, ranking, voting on, or awarding, and
- Member of the City Council shall complete Form 8B.

Company Name

Proposer (signature)

Date

**E-VERIFY RESPONSIBILITY
(CERTIFICATION SUBMITTAL)**

By signing below the Proposer/Vendor states that they fully understand the E-Verify requirements outlined in (Section 448.095 Florida Statute and under Executive Order 11-116) and for the project and if awarded the Proposer will provide all E-Verify documentation as required in RFQ #_____.

As a condition precedent to entering into an Agreement, and in compliance with Section 448.095, Fla. Stat., the Proposer/Vendor, and its subcontractors, shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. The Proposer/Vendor shall provide the City and require each of its subcontractors to provide the Proposer/Vendor, with an affidavit (Exhibit B) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Proposer/Vendor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of its Agreement with the City.

b. The City, Proposer/Vendor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but the Proposer/Vendor otherwise complied, shall promptly notify the Proposer/Vendor and the Proposer/Vendor shall immediately terminate the contract with the subcontractor.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. the Proposer/Vendor acknowledges that upon termination of this Agreement by the City for a violation of this section by Proposer/Vendor, the Proposer/Vendor Administrator may not be awarded a public contract for at least one (1) year. The Proposer/Vendor further acknowledges that they are liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

e. Subcontracts. The Proposer/Vendor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. The Proposer/Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Company Name

Proposer (signature)

Date

SAM.GOV REGISTRATION - DEBARMENT AND SUSPENSION

(CERTIFICATION SUBMITTAL)

By signing below the Proposer states that they fully understand the requirement that they must be registered with the System for Award Management (SAM.GOV). The Proposer additionally understands and acknowledges they are ineligible for contracting under this RFQ # _____ if their names, and or parties are listed as debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.

Additionally, the Proposer understands they may be precluded from award of contracting under this RFQ # _____ if they deemed by the evaluation committee to not be a responsible vendor based on their work history, references, other problems, such as completing projects in a timely manner or failures to implement their work on past projects as outlined in those scopes of work for such projects.

Company Name

Proposer (signature)

Date

SECTION 3 REQUIREMENTS

(CERTIFICATION SUBMITTAL)

By signing below the Proposer is stating that they fully understand the Section 3 requirements as outlined in 24 CFR 75 and required under the project served by RFQ # _____. If awarded, the Proposer will ensure compliance with the regulation, and if required, complete and provide required certifications and maintain and provide documentation to the City, as required.

Under CDBG Subrecipient Agreements executed between the City and FloridaCommerce (previously DEO) on or before November 30, 2020, Section 3 requirements are applicable to all Vendors, including construction, grant administration and project engineering. Under CDBG Subrecipient Agreements executed between the City and FloridaCommerce (previously DEO) after November 3, 2020, the Section 3 requirements apply only to construction procurements and contracts.

The Proposer understands, under both of the above period scenarios, that if awarded a contract for engineering/architectural services under this RFQ # _____, they will be responsible as outlined above and will additionally be required to ensure that specifications, contracts, and certifications for the procurement of and contracting with construction contractors includes and complies with the required Section 3 requirements. The Proposer shall additionally include the following Section 3 clause in each construction contract over \$100,000.00 and will also include language in each construction specifications and contract requiring the Prime Construction Contractor to include Section 3 requirements and the Section 3 clause in its subcontracts, if applicable.

SECTION 3 CLAUSE

All Section 3 covered contracts and subcontracts must include the following clause:

- I. 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 USC.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 recipients of HUD assistance for housing.
- II. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, 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 75 regulations.
- III. 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; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- IV. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate actions, 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 CFR part 75. 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 CFR part 75.
- V. 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 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- VI. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- VII. 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 USC 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).

Company Name

Proposer (signature)

Date