

REQUEST FOR QUALIFICATIONS



**CITY OF CALLAWAY
CONSTRUCTION, ENGINEERING & INSPECTION (CEI) SERVICES
FOR SOUTH BERTHE AVENUE DRAINAGE IMPROVEMENTS
RFQ NO.: CM2024-08**

ADVERTISED: The Panama City News Herald and Bay County Website,
Wednesday, February 28, 2024

BID DEADLINE: 10:00 a.m. - Tuesday, March 12, 2024

PROPOSALS ARE TO BE SUBMITTED TO:

**CITY OF CALLAWAY
ATTN: AUDRA K. BOSWELL, CITY CLERK
6601 EAST HWY. 22
CALLAWAY, FL 32404**

BID OPENING: 10:15 a.m. - Tuesday, March 12, 2024
Callaway Arts & Conference Center, 500 Callaway Park Way

Audra K. Boswell

Audra K. Boswell, City Clerk

INSTRUCTIONS TO BIDDERS/PROPOSERS

Qualified firms are invited to submit statements of qualifications to the **CITY OF CALLAWAY** for the **CONSTRUCTION, ENGINEERING & INSPECTION (CEI) SERVICES FOR SOUTH BERTHE AVENUE DRAINAGE IMPROVEMENTS, RFQ NO.: CM2024-08**, by replying to the enclosed specification. In order for the Bid/Proposal to be considered, complete all items in this specification.

All Bids/Proposals must include one **(1) unbound original** and **three (3) copies** and be addressed to:

CITY OF CALLAWAY
ATTN: CITY CLERK
6601 East Hwy. 22
CALLAWAY, FL 32404

Proposals **must be received** at the address listed above no later than **10:00 a.m. on Tuesday, March 12, 2024**. Late Proposals will not be accepted, regardless of the reason.

Proposal envelopes must be **sealed and marked** with the RFQ number, due date, and name of Proposer so as to identify the enclosed submittal. If more than one package is submitted, please mark "1 of 2", "2 of 2", etc.

INTERPRETATION OF SPECIFICATION

All questions pertaining to the terms and conditions of the scope of work of this Bid/Proposal must be submitted **in writing** via email to the City Clerk as shown below:

Audra K. Boswell, City Clerk
City of Callaway
6601 East Hwy. 22
Callaway, FL 32404
aboswell@cityofCallaway.com

No oral interpretations will be made to any firm as to the meaning of specifications or any other contract documents. In accordance with the City's Purchasing Policy, respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the time the City awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the procurement process, any City Commissioner, any City employee, or any agent of the City who is authorized to act on behalf of the City on such procurement, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response. Further, respondent is hereby notified that per Section 287.05701, Florida Statutes, the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

All questions must be received at least three (3) calendar days prior to the scheduled opening of Bids/Proposals. Any interpretation of the Bid/Proposal terms, conditions, and/or specification, if made, will be only by Addendum issued by the City Clerk. A copy of such Addendum will be posted to the City's website at www.cityofCallaway.us and mailed to each proposer that received a copy of the advertisement of the Request for Bids/Proposals. **IT IS THE RESPONSIBILITY OF THE BIDDER/PROPOSER TO CHECK THE CITY'S WEBSITE FOR ANY ADDENDUMS PRIOR TO SUBMITTING A BID/PROPOSAL.** No verbal instructions or interpretations of drawings and specifications will be made other than indicated above.

The City reserves the right to reject any or all proposals, to waive informalities in the Bids/Proposals and to re-advertise for Bids/Proposals. The City also reserves the right to separately accept or reject any item or items of a Bid/Proposal and to award and/or negotiate a contract in the best interest of the City.

Any respondent, proposer or person substantially and adversely affected by an intended decision or by any term, condition, procedure or specification with respect to any bid invitation, solicitation of Qualifications or Request for Qualifications, shall file with the City Clerk's Office for City of Callaway, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays, and legal holidays for employees of City of Callaway) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the City Clerk's Office.

Per 120.57 (3) F.S. If the subject of a protest is not resolved by mutual agreement within 7 days, excluding Saturdays, Sundays, and state holidays, after receipt of the formal written protest, and if there is a disputed issue of material fact, the agency shall refer the protest to the division by electronic means through the division's website for proceedings under subsection (1).

All bidders must make positive efforts to use small and minority owned business and women business enterprises in accordance with 2 CFR 200.321.

Minority and women's business enterprises are hereby solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities and equipment, material and/or supply needs.

The City of Callaway is an Equal Opportunity Employer.

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CITY OF CALLAWAY NOTICE TO PROPOSERS

CONSTRUCTION, ENGINEERING & INSPECTION (CEI) SERVICES FOR SOUTH BERTHE AVENUE DRAINAGE IMPROVEMENTS RFQ NO.: CM2024-08

Notice is hereby given that The City of Callaway requests qualification statements from individuals or firms to provide **CONSTRUCTION, ENGINEERING & INSPECTION (CEI) SERVICES FOR SOUTH BERTHE AVENUE DRAINAGE IMPROVEMENTS** for oversight of the current mitigation that is being constructed to existing open ditch erosion through the installation of new drainage pipes and biodegradable erosion control blanket in the immediate area of South Berthe Avenue from the intersection with Fox Lake Drive north to the intersection with Minneola Drive. The current mitigation is to improve the drainage system along this section of South Berthe Avenue by increasing the stormwater conveyance and stabilizing the roadside.

RFQ Packages are available for downloading from *Vendor Registry* via the City's website at <https://www.cityofcallaway.com/316/Bids> or by calling the City Clerk's Office at 850-215-6694 and requesting a packet. When making a request provide the full company name, full company address, company phone number, primary contact and email address. Vendors registered with Vendor Registry may download packages at no cost from the website. Download fees may apply to vendors not registered on the website.

All packets must be submitted on the forms included in the packet, to include one (1) original and three (3) copies, properly sealed, and plainly marked "**SEALED PROPOSAL - CONSTRUCTION, ENGINEERING & INSPECTION (CEI) SERVICES FOR SOUTH BERTHE AVENUE DRAINAGE IMPROVEMENTS -RFQ NO.: CM2024-08**" to the Office of the City Clerk no later than Tuesday, March 12, 2024, by 10:00 a.m. Late proposals will not be accepted.

Designated Point of Contact: Audra K. Boswell, City Clerk
6601 E. Highway 22
Callaway FL 32404
Phone: (850) 215-6694
Email: aboswell@cityofcallaway.com

Interested firms shall not contact, lobby, or otherwise communicate with any City of Callaway staff member, including any member of the City Commissioners, except the above referenced individual from the point of advertisement of the solicitation, until contract(s) are executed by all parties. Any such communication shall result in disqualification from consideration for award of a contract for these services.

Any respondent, proposer or person substantially and adversely affected by an intended decision or by any term, condition, procedure or specification with respect to any bid, invitation, solicitation of Qualifications or Request for Qualifications, shall file with the City Clerk's Office for City of Callaway, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays, and legal holidays for employees of City of Callaway) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the City Clerk's Office.

Per 120.57 (3) F.S. If the subject of a protest is not resolved by mutual agreement within 7 days, excluding Saturdays, Sundays, and state holidays, after receipt of the formal written protest, and if there is a disputed issue of material fact, the agency shall refer the protest to the division by electronic means through the

division's website for proceedings under subsection (1).

All bidders must make positive efforts to use small and minority owned business and women business enterprises in accordance with 2 CFR 200.321.

Minority and women's business enterprises are hereby solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities and equipment, material and/or supply needs.

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CITY OF CALLAWAY
CONSTRUCTION, ENGINEERING & INSPECTION (CEI) SERVICES FOR SOUTH
BERTHE AVENUE DRAINAGE IMPROVEMENTS
RFQ NO.: CM2024-08

SCOPE OF SERVICES

This scope of services describes and defines the **CONSTRUCTION, ENGINEERING & INSPECTION (CEI) SERVICES FOR SOUTH BERTHE AVENUE DRAINAGE IMPROVEMENTS** services which are required for contract administration and for the construction project described as follows:

The services sought are for oversight and inspection of the current mitigation that is being constructed to existing open ditch erosion through the installation of new drainage pipes and biodegradable erosion control blanket in the immediate area of South Berthe Avenue from the intersection with Fox Lake Drive north to the intersection with Minneola Drive. The current mitigation is to improve the drainage system along this section of South Berthe Avenue by increasing the stormwater conveyance and stabilizing the roadside.

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction-Mitigation Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction-Mitigation Contract. The Consultant shall monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction-Mitigation Contract. The Consultant shall also maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work in order to determine the progress and quality of work and identify discrepancies. The Consultant shall report significant discrepancies to the City and direct the Contractor to correct such observed discrepancies.

The responsibilities of the Consultant on this project are:

- 1. Preconstruction Conferences:** Conduct and schedule the Preconstruction Conference with the Owner, contractor and any other pertinent personnel/company. Address and resolve all issues that arise at the meeting with appropriate offices, agencies and divisions. Prepare and distribute detailed minutes of the meeting. Provide Contractor a list of all forms and reports due, when they should be submitted, and to whom.
- 2. Progress meetings:** Prepare the agenda, attend, and conduct meetings with the Department personnel, contractor, sub-contractors, utility personnel and other agencies affected by the project. Be prepared to discuss recent progress, upcoming events in the schedule, and problems associated with the project. Record significant information revealed and discussed at the meeting and distribute written minutes to the appropriate agencies. Attend Board of City Commissioner meetings as necessary.
- 3. Project administration:** Provide project administration and coordinate with the city. Prepare for and attend, when requested, any periodic or in-depth inspections that may be conducted on the project related to project work, progress or records. Prepare for, cooperate with, and assist auditors that may be assigned to review project records, payments, reports, etc. Provide ample inspectors and assistance to adequately oversee all work being done on the contract. Prior to starting work, submit to the city a listing of personnel assigned to the project for review and approval. In addition, a list of persons with emergency phone numbers should always be supplied to the city and be available at any time in the case of an emergency on the project. The project administrator shall also obtain from the contractor a list of contractor's personnel that will be responsible for any occurrence that may arise on the project for the life of the project.

4. **Provide construction inspection:** Provide effective and qualified inspection services.
5. **Supplemental Agreements/Construction Change, Force Account, VECP:** Notify the city of the necessity of any supplemental agreements/construction changes. Negotiate prices for additional pay items with the contractor while adhering to the “average unit price” listing when applicable. Coordinate acceptance of prices with the city. Submit value engineering change proposals to the city for analysis and distribution to the appropriate division(s). Develop change orders as approved by the city and present to the board of city commissioners for their approval.
6. **Shop drawings:** Will review and sign off on all shop drawings prior to the contractor submitting them to the appropriate vendor.
7. **Reporting:** It shall be the responsibility of the consultant awarded this contract to ensure that any and all reporting required for this project are met.
8. **Quality Assurance, Testing for Acceptance, and Training:** When applicable, monitor the testing provided by the contractor in the field as defined in the contract, plans or specifications and monitor documentation of testing by the contractor. In case of notification of defective material as defined in the specifications, the consultant will submit the initial information with a recommendation for remediation to the city. Certifications of material submitted by the contractor will be reviewed by the consultant for conformity to the Project Specifications.
9. **Progress payments:** The consultant will document and ensure accurate quantities for monthly progress payments. Test reports, when applicable, will be on file prior to payment. The City must approve any waiver of testing documents prior to payment. Payments for stockpiled material may be made as defined in the Standard Specifications. The consultant will submit construction pay applications on AIA Forms G702/703 or similar industry standard forms, signed by the contractor and certified by the professional performing construction-phase oversight for the project.
10. **Revisions to the Contract Plans:** Any revisions to the contract plans or cross sections will be submitted by the Consultant to the City for processing.
11. **Distribution of Correspondence:** A copy of all correspondence between the Consultant, contractor, subcontractors, or others concerning matters related to the project shall be maintained in an office file copy for submission with the project Final Records to the City.
12. **Inspection of Work:** Provide inspection services for conformance to Plans and Specifications for all construction activities performed by the construction contractor. Observe, measure, and record all quantities for payment. These quantities and field measurements shall be recorded in the project records. The records will be recorded on a standard form (field book) approved by the City. Notify the contractor of deficiencies or problems immediately. Inspect daily erosion control items for conformance to the plans as well as effectiveness in the field. Notify the contractor of deficiencies.

Prepare to justify any and all pay quantities in the case of questions by the City. Prepare an accurate daily diary, signed by the inspector, consisting of:

- A record of the contractors on the project
- Their personnel (number and classification)
- Equipment (number and type or size)
- Location and work performed by each contractor or subcontractor
- Events of note on the project
- Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
- Weather estimated amount of precipitation, and average temperature. A total rain day schedule should be kept.
- Any other details that may be important later in the project life.

- 13. Contractor's Payrolls, Employee Interviews and Contract Compliance Davis Bacon and Related Acts, Minority Business and Women's Business Enterprise Contracting:** Construction activities for this project are subject to the Davis Bacon Act, Minority Business and Women's Business Enterprise Contracting, and other federal compliance requirements. As needed, the consultant will assist the City's Grant Administrator in obtaining compliance documentation from the construction contractor. Compliance must be documented prior to approval of construction pay applications; the selected firm will confirm with the Grant Administrator that compliance documents are current, accurate, and complete prior to approving construction pay applications for submission to the City.
- 14. Reports:** There are numerous reports, documents, etc., that must be generated in the process of contract administration. A copy (electronic and paper) will be provided to the city prior to construction, on a weekly basis or as needed. Any questions regarding the requirements can be forwarded to the city for clarification at any time.
- 15. Final Records:** Submit a compilation of project records to the City (if necessary) after project completion. Make corrections when/if notified and resubmit the records and a final estimate for the project at the appropriate time. Submit all final forms with the final records.
- 16. Protest:** A notice of protest must be submitted in writing, via e-mail, letter, or fax and must identify the protester and the solicitation and shall include a factual summary of the basis of the protest. The notice of protest is considered filed when it is received by the city.
- 17. Project Claims:** Prepare documentation and assist in the defense of the City, when requested, in preparation for Claims or possible Claims resulting in the execution of the contract.
- 18. Project Certification:** Upon satisfactory completion of the project by the Contractor and in compliance with the required submittals, testing and documentation, submit written certification of compliance to the City.

LENGTH OF SERVICE

The Consultant's services shall begin upon written Notice to Proceed (NTP) by the City and will run concurrently with the Construction-Mitigation Project.

PERFORMANCE OF THE CONSULTANT

During the term of this Agreement and all supplements thereof, the City will review various phases of consultant operations, such as construction inspection and administrative activities, to determine compliance with this Agreement. The Consultant shall cooperate and assist City representatives in conducting the reviews. If deficiencies are indicated, the Consultant shall implement remedial action immediately upon notification by the City. City recommendations and Consultant responses/actions are to be properly documented.

No additional compensation shall be allowed for remedial action taken by the Consultant to correct deficiencies. Remedial actions and required response times may include but are not necessarily limited to the following:

- A. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one week of notification.
- B. Replace personnel whose performance has been determined by the city to be inadequate. Personnel whose performance has been determined to be unsatisfactory shall be removed immediately.
- C. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility.
- D. Increase the scope and frequency of training of the Consultant personnel.

GENERAL REQUIREMENTS

The Consultant shall staff the project with the qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement. The Consultant shall utilize only competent personnel, qualified by experience, and education. The Consultant shall submit in writing the names of personnel proposed for assignment to the project, including a resume for each containing at a minimum education and experience.

Personnel identified in the Consultant's proposal are to be assigned as proposed and are committed to performing services under this Agreement. Personnel changes will require written approval from the City.

Once authorized, the Consultant shall establish and maintain an appropriate staff through the duration of construction and completion of the final inspection. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the Construction Contract has been paid off.

Monthly invoices shall be submitted to the City in a format and distribution schedule defined by the City, no later than the 20th day of the following month. A Final Invoice will be submitted to the City no later than the 30th day following final acceptance of the project or as requested by the City.

SUBCONSULTANT SERVICES

Upon written approval by the City, and prior to performance of work, the Consultant may subcontract for engineering surveys, materials testing, or specialized professional services necessary to complete the scope of services.

PHOTOGRAPHIC DOCUMENTATION

The Consultant will be required to take photographs or video of the location prior to construction initiation and throughout the life of the project to document ongoing improvements.

CONTRADICTIONS

In the event of a contradiction between the provisions of this Request for Qualifications and the Consultant's proposal as made a part of their Agreement, the provisions of the Request for Qualifications shall apply.

OTHER REQUIREMENTS

Consultant Eligibility & Federal Debarment

This project is federally funded with assistance from federal funding. By submitting a letter of response, the Consultant certifies that they are in compliance with federal requirements and that no principle is presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation on this transaction by any Federal Department or Agency.

Minority Business Enterprise and Women's Business Enterprise (MBE / WBE)

The consultant will be expected to meet all Federal requirements as noted in the FEDERAL REQUIREMENT section of this RFQ regarding MBE/WBE and submit all required documentation in a timely manner.

Title VI Nondiscrimination Policy Statement

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- A. **Compliance with Regulations:** The contractor shall comply with the Acts and the Regulations relative to Nondiscrimination in federally assisted programs as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- B. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers a program set forth in Appendix B of 49 CFR Part 21.
- C. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.
- D. **Information and Reports:** The contractor shall provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient to be pertinent to ascertain compliance with such Acts, Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient, as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to: Withholding of payments to the contractor under the contract until the contractor complies; and/or Cancellation, termination, or suspension of the contract, in whole or in part.

Public Entity Crimes Statement

A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Interested firms must complete and include as a part of the RFQ submittal, a Sworn Statement under Section 287.133 (3) (a), Florida Statutes, on Public Entity Crimes.

Collusion

The bidder by affixing his/her signature to the proposal agrees to the following: "Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise legal action."

Discriminatory Vendor

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

Employment Eligibility Verification

The Consultant shall utilize the U. S. Department of Homeland Security's E-Verify system to confirm the employment eligibility of all persons employed by the Consultant during the term of the contract to perform employment duties within Florida and all persons, including subcontractors, assigned by the consultant to perform work pursuant to the contract.

Insurance Requirements

The Consultant shall procure and maintain insurance with the limits set forth herein, and shall, upon executing an agreement, provide to the City a certificate(s) of insurance evidencing same and showing the City as an additional insured:

- A. Worker's Compensation Insurance as required by State law.
- B. Comprehensive General Liability Insurance including contractual liability and liability arising out of the use of automobiles with the following limits:
 - (1) Bodily injury liability insurance with limits of \$ 100,000 per person and \$300,000 per occurrence.
 - (2) Property damage liability insurance with a limit of \$50,000 per occurrence.
 - (3) Errors and omissions liability insurance with a limit of \$500,000 per claim and aggregate.
- C. Professional Liability Insurance for the professional services rendered in the amount of \$1,000,000.00. 337.106 FS.

SUBMITTAL INSTRUCTIONS

Interested and qualified firms desiring consideration should submit to the City one (1) original and five (5) copies of their proposal, which should include:

1. Name and principal address of firm.
2. Address of the office to which this project will be assigned.
3. Cover/submittal letter manually signed by an officer or employee having the authority to legally bind the firm.
4. Names, experience, educational background, and qualifications of principal firm personnel.
5. Capacity to serve the needs of the State and Federal government. Include background, services and current and projected workload.
6. Successful experience with similar construction projects. List no less than 3, but no more than 5 specific projects.
7. Ability to address the needs of the project.
8. Relevant experience with public sector clients as it relates to State and Federal grant programs.
9. Submit required documents.

Procurement and contracting of all services shall conform to Chapter 287.055 of the Florida Statutes (Competitive Consultant's Negotiation Act) and local, state and federal regulations. Proposals shall be reviewed by an Evaluation Selection Committee, ranked based upon the following criteria, and negotiation for contracts shall follow the order of ranking from highest to lowest score. In the event of a tie, the firm with the most 1st place scores will be selected as the number one firm, the firm with the most 2nd place scores will be selected as the number two firm, and the firm with the most 3rd place scores will be selected as the number three firm.

Minority and women's business enterprises are solicited to submit a statement of qualifications and are encouraged to make inquiries regarding potential subcontracting opportunities. When subcontracting, all potential contractors must make positive efforts to use small and minority owned business and women business enterprises. See 2. C. F. R. §200.321.

EVALUATION CRITERIA

Proposals shall be evaluated using the following criteria:

I. Organization and Staffing (0-30 Points): **Sub-Total Part I: _____**

Identify the roles and responsibilities of the proposed personnel. Identify sub-consultant(s) that may be used for the project. Include resumes for each team member involved with the project. Construction Training and Qualification Program (CTQP) printouts may also be submitted.

1. **Poor** – Minimal Senior Project Engineer. (0-7 pts.)
2. **Fair** – Senior Project Engineer experience for a variety of projects and/or with federal funding, FEMA and/or FEMA (Hazard Mitigation Grant Program) HMGP, or similar projects identified. (8-15 pts.)
3. **Excellent** – Significant Senior Project Engineer experience on similar projects and/or with federal funding, FEMA and/or FEMA (Hazard Mitigation Grant Program) HMGP, or similar projects identified (16-25 pts.)

II. Qualifications, Experience & References of the firm of the firm (0-40 Points): **Sub-Total Part II: _____**

Demonstrate past experience and background in other projects of similar services, scope of work and complexity with federal funding. FEMA and/or FEMA (Hazard Mitigation Grant Program) HMGP. projects should also be shown if possible.

1. **Poor** – Has shown that the staff (as a whole) has minimal experience on either federal funded projects, FEMA related projects and/or for other similar projects. References have either not checked out, or the Prime/Subs have poor grades and have performed poorly on past projects (0-5 pts.)
2. **Fair** – Competent team (prime, Subs, and their staffs) that have some experience on either federal funded projects, FEMA related projects and/or other similar projects (not necessarily as a team). (6-10 pts.)
3. **Good** – Very competent team (Prime, Subs, and their staffs) that have experience on either federal funded projects, FEMA related projects and/or other similar projects (not necessarily as a team). (11-15 pts.)
4. **Excellent** – Highly competent team (Prime, Subs, and their staff) that have significant experience on either federal funded projects, FEMA related projects and/or other similar projects. (16-25 pts.)

III. Availability of workload & willingness to meet time requirements (0-30 Points): **Sub-Total Part III: _____**

Ability of the firm to manage this project within the specified project time and within budget. Show current workload of available personnel and hours projected on this project. Provide a schedule of project progress beginning with pre-construction conference and ending with project closeout.

1. **Poor** - Little to no documentation of ability to manage and complete the project within the specified project time and budget or conflicts with current workload. (0-5 pts.)
2. **Good** – Ability to manage and complete the project within the specified project time due to minimal current workload. (6-10 pts.)
3. **Excellent** – Demonstrates ability to manage and complete the project within the specified project time and budget with minimum current workload or acceptable number of staff available to devote to the project. (11-15 pts.)

TOTAL POINTS PARTS I-III: _____

The City Clerk shall tabulate the scores given by the Evaluation Selection Committee using the following Recap Sheet:

**CITY OF CALLAWAY
PROFESSIONAL ENGINEERING OR ARCHITECTURAL SERVICES FOR
CONSTRUCTION-PHASE OVERSIGHT SERVICES
BEACON POINT PLAZA CONSTRUCTION PROJECT
RFQ NO.: CM2024-07**

EVALUATION SELECTION COMMITTEE RECAP SHEET

EVALUATION COMMITTEE	<u>PROPOSER</u> <u>A</u>	<u>PROPOSER</u> <u>B</u>	<u>PROPOSER</u> <u>C</u>
Total Scores			
Number of 1 st Place Rankings			
Number of 2 nd Place Rankings			
Number of 3 rd Place Rankings			

(Only relevant in the event of a tie in scores for 1st place)

IN CASE OF A TIE IN SCORING, THE FOLLOWING WILL APPLY:

- **The firm with the most 1st places will be selected as the number one firm.**
- **The firm with the most 2nd places will be selected as the number two firm.**
- **The firm with the most 3rd places will be considered the number three firm.**

Tabulation Certified By: _____ Date: _____
Audra K. Boswell, City Clerk

Evaluation Committee Chair: _____

SCHEDULE OF EVENTS

RFQ Advertisement	February 28, 2024
Deadline for Questions	March 12, 2024
RFQ Due Date at 10:00 a.m.	March 12, 2024
Review Committee Scores Due Date	March 12, 2024
Final Scores & Ranking	March 12, 2024
Board Approval of Ranking	March 12, 2024
Board Meeting Award Contract	March 12 , 2024 OR at a Special Meeting
Finalize / Execute Agreement	March 13 , 2024
Issue Notice to Proceed	March 13 , 2024
Complete the Project	TBD

The documented timeline above is subject to change with efforts to expedite the process for award.



PROPOSAL CHECKLIST
CITY OF CALLAWAY
CONSTRUCTION, ENGINEERING & INSPECTION
(CEI) SERVICES FOR SOUTH BERTHE AVENUE
DRAINAGE IMPROVEMENTS
RFQ NO.: CM2024-08

FORMS/ITEMS TO BE RETURNED WITH YOUR PROPOSAL!

The following forms are to be completed/signed by the Proposer and submitted to the City:

1. Proposals: One (1) unbound set with original signatures, notarized signatures required, plus three (3) copies
 2. Proof of Insurance in amounts required by the City,
 3. State of Florida License
 4. List of Subcontractors with names of directors or owners, addresses, telephone numbers, and email address (if applicable)
1. Required Forms
 - Submittal Form
 - Addendum Acknowledgement
 - Public Entity Crimes Statement
 - Drug Free Workplace Certification
 - Proprietary Information Statement
 - Conflict of Interest Form
 - Anti-Collusion Statement

Note: Incomplete Bid/Proposal submissions may not be accepted/considered. Do not modify the forms! Any additional information you desire to present may be included as an attachment.

Reminder: Submit requested number of copies!

**AGREEMENT FOR CONSTRUCTION, ENGINEERING & INSPECTION (CEI) SERVICES
FOR SOUTH BERTHE AVENUE DRAINAGE IMPROVEMENTS
RFQ NO: CM2024-08**

This Agreement made as of this ___ day of _____, 20___, by and between the **City of Callaway**, Florida - (the “CITY”), and _____, authorized to do business in the State of Florida (the “CONSULTANT”), and whose address is: _____, Phone: _____.

In consideration of the mutual promises contained herein, the CITY and the CONSULTANT agree as follows:

RECITALS

The CITY issued Request for Qualifications No. CM2024-08 (“RFQ”) for CONSTRUCTION, ENGINEERING & INSPECTION (CEI) SERVICES FOR SOUTH BERTHE AVENUE DRAINAGE IMPROVEMENTS for oversight and inspection of the current mitigation that is being constructed to existing open ditch erosion through the installation of new drainage pipes and biodegradable erosion control blanket in the immediate area of South Berthe Avenue from the intersection with Fox Lake Drive north to the intersection with Minneola Drive. The current mitigation is to improve the drainage system along this section of South Berthe Avenue by increasing the stormwater conveyance and stabilizing the roadside. The CONSULTANT submitted a response, dated _____, 202___, to the RFQ, and the CITY, after evaluation of the responses received, selected the CONSULTANT for an award of a contract for CEI services. The CITY and the CONSULTANT now desire to enter into a contract providing for the furnishing of such services upon the terms and subject to the conditions set forth herein. The parties therefore agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

The CONSULTANT’S responsibility under this Agreement includes Construction Engineering & Inspection (CEI) Services for South Berthe Avenue Drainage Improvements for oversight and inspection of the current mitigation that is being constructed to existing open ditch erosion through the installation of new drainage pipes and biodegradable erosion control blanket in the immediate area of South Berthe Avenue from the intersection with Fox Lake Drive north to the intersection with Minneola Drive. The current mitigation is to improve the drainage system along this section of South Berthe Avenue by increasing the stormwater conveyance and stabilizing the roadside. The CONSULTANT will perform those services generally described in the Scope of Services, which is attached as **Exhibit 1** to this Agreement and is by reference incorporated herein.

The project may be funded in part or in whole with funds made available by the Federal government. The CONSULTANT shall comply with the Local Agency’s Federal Aid Contract Requirements.

CONTRACTOR shall comply with all applicable procedures, guidelines, manuals, standards, and directives as described in the Federal Contract Provisions (ATTACHED HERETO AS EXHIBIT A).

The CITY has an evaluation process to monitor the satisfactory performance of services under this contract. The CONSULTANT shall be evaluated within sixty (60) days of project completion. The evaluation will provide an indication of the CONSULTANT’s ability to perform CEI services. The CONSULTANT shall be given an opportunity to provide written comments in response to the completed evaluation. Such evaluation may be used as reference information for future solicitations issued by the CITY.

Services of the CONSULTANT shall be under the general direction of the CITY MANAGER, who may designate a person to act as the CITY’S representative (hereinafter “REPRESENTATIVE”) during the performance of this Agreement.

ARTICLE 2 – CONTRACT TERM

The Scope of Services to be rendered by the CONSULTANT shall be completed in accordance with the project schedule included in Exhibit 2. The commencement date for services shall be the date specified in the written notice to proceed from the CITY's Project Manager. Changes to such project schedule shall be subject to mutual agreement of the CITY and CONSULTANT. This Contract shall commence upon execution of both parties and continue in effect through completion of the Construction.

ARTICLE 3 - PAYMENTS TO CONSULTANT

For the satisfactory completion of the Scope of Services, the CONSULTANT shall be paid a total lump sum fee not to exceed \$_____. The CITY shall pay the CONSULTANT's invoices in accordance with the Florida Local Government Prompt Payment Act, Section 218.70, et. seq, Florida Statutes.

The compensation shall be payable monthly based upon the proportionate amount of work completed and accepted by the CITY. The total amounts payable with respect to services rendered during each Project activity shall not exceed the amounts set forth in the Agreement, unless modified by an amendment executed by the CITY and Party.

The invoices received from the CONSULTANT pursuant to this Agreement will be reviewed and approved by the City Manager's office, indicating that services have been rendered in conformity with the Agreement, and then will be sent to the Finance Department for payment. The invoice must specify the work performed.

In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the CITY. This indicates that all services have been performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice shall be waived by the CONSULTANT. CONSULTANT acknowledges that it has reviewed the scope of work and inspected the work site and does not anticipate having any CONSULTANT requested change orders.

ARTICLE 4 – ADDITIONAL OBLIGATIONS OF THE CONSULTANT AND CITY

1. The CITY and the CONSULTANT acknowledge the relation of trust and confidence established each to the other, and each Party agrees to cooperate with the other in every respect in advancing project interests. Specifically, but without limitation, the CONSULTANT represents to the CITY to furnish his professional skill, care and judgment in accordance with the prevailing standard of skill, care and judgment expected of any professional CONSULTANT under circumstances similar to those to be encountered on the type of projects undertaken, and to cooperate with the CITY in advancing the interest of the CITY. The CONSULTANT acknowledges that the CITY reserves the right to provide to the CONSULTANT from time to time, suggested approaches to problems and revisions to the work products.
2. When requested, and not at the expense of the CONSULTANT, the CITY will furnish maps, drawings, records, audits, annual reports, and other data that are available in the files of the CITY and which are required for the work undertaken pursuant to this Agreement. If the work to be undertaken will require substantial information or documents from the CITY's records, CONSULTANT shall identify those requirements to the Project Manager. The CITY will also examine studies, reports, sketches, drawings, specifications, proposal, and other documents presented by the CONSULTANT and render decisions pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.

3. The CITY shall give prompt written notice to the CONSULTANT whenever the CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or non-conformance in the services performed by the CONSULTANT or any subconsultant.
4. The CONSULTANT shall provide, to the CITY, copies of drawings, reports, specifications and other necessary information identified in this Agreement in electronic form or electronic data for incorporation into the instruments of service as is required for the completion of the Project. CAD files of all construction documents will be provided to the CONSULTANT for record.
5. The CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of this Agreement, including subconsultants assigned by the CONSULTANT to perform work pursuant to the Contract. The E-Verify form is attached to this Agreement.

ARTICLE 5 – INDEMNIFICATION

To the fullest extent permitted by law, the contractor/CONSULTANT shall indemnify and hold harmless the CITY, its officers and employees and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the CONSULTANT and persons employed or utilized by the CONSULTANT in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida or the CITY's sovereign immunity.

ARTICLE 6 – INSURANCE & BONDS

6.1 Prior to commencing work, CONSULTANT shall procure and maintain at CONSULTANT's own cost and expense for the duration of the Agreement, the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of Services hereunder by CONSULTANT, its agents, representatives, employees or subconsultants. The cost of such insurance shall be borne by CONSULTANT.

6.1.1 CONSULTANT shall maintain the following coverage with limits no less than the indicated amounts:

- (a) Commercial General/Umbrella Liability Insurance - \$1,000,000 limit per occurrence for property damage and bodily injury. The service provider should indicate in its proposal whether the coverage is provided on a claim-made or preferably on an occurrence basis. The insurance shall include coverage for the following:
 - i. Premise/Operations
 - ii. Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
 - iii. Products/Completed Operations
 - iv. Contractual
 - v. Independent Contractors
 - vi. Broad Form Property Damage
 - vii. Personal Injury

- (b) Business Automobile/Umbrella Liability Insurance - \$1,000,000 limit per accident for property damage and personal injury.
 - i. Owned/Leased Autos
 - ii. Non-Owned Autos
 - iii. Hired Autos
- (c) Workers' Compensation and Employers'/Umbrella Liability Insurance - Workers' Compensation statutory limits as required by Chapter 440, Florida Statutes. This policy should include Employers'/Umbrella Liability Coverage for \$1,000,000 per accident.
- (d) Professional Liability Insurance - \$1,000,000 or as per project (ultimate loss value per occurrence).

6.1.2 Other Insurance Provisions

- (a) Commercial General Liability and Automobile Liability Coverage's
 - i. CITY, members of its CITY Commission and committees, officers, agents, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of CONSULTANT; products and completed operations of CONSULTANT; premises owned, leased or used by CONSULTANT or premises on which CONSULTANT is performing Services on behalf of CITY. The coverage shall contain no special limitations on the scope of protection afforded to CITY, members of its CITY Commission, boards, commissions and committees, officers, agents, employees and volunteers. The CONSULTANT's insurance coverage shall be primary insurance as respects CITY, members of its CITY Commission, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by CITY, members of its CITY Commission and committees, officers, agents, employees and volunteers shall be excess of CONSULTANT's insurance and shall not contribute with it.

Comprehensive automobile liability insurance in the amount of \$1,000,000 and \$2,000,000 combined single limit for property damage and bodily injury liability covering claims which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT. The general liability insurance policy shall afford minimum protection of \$1,000,000 and \$2,000,000 combined single limit coverage for bodily injury.
 - ii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, members of its CITY Commission, boards, commissions and committees, officers, agents, employees and volunteers.
 - iii. Coverage shall state that CONSULTANT's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

- (b) **Workers' Compensation and Employers' Liability and Property Coverage's**
The insurer shall agree to waive all rights of subrogation against CITY, member of its CITY. Commission, and committees, officers, agents, employees and volunteers for losses arising from activities and operations of CONSULTANT in the performance of Services under this Agreement.
- (c) **All Coverage's**
Each insurance policy required by this Article shall be endorsed to state that coverage shall not be suspended, voided, canceled, except after thirty (30) days prior written notice has been given to CITY in accordance with this Agreement.
 - i. If CONSULTANT, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement, the same shall be deemed a material breach of contract. CITY, at its sole option, may terminate this Agreement and obtain damages from CONSULTANT resulting from said breach.

Alternatively, CITY may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to CONSULTANT, CITY may deduct from sums due to CONSULTANT any premium costs advanced by CITY for such insurance.
 - ii. All policies shall be occurrence form policies, except for CONSULTANT'S Professional Liability policy, and shall name CITY as an additional insured, except for CONSULTANT'S Professional Liability and Worker's Compensation policies, with the premium thereon fully paid by CONSULTANT on or before their due date.

6.1.3. Deductibles

Any deductibles must be declared to and approved by CITY. CONSULTANT shall be responsible for payment of any deductible or retention associated with its respective insurance policies.

6.1.4. Acceptability of Insurers

Insurance is to be placed with Florida admitted or authorized insurers rated B+X or better by A.M. Best's rating service.

6.1.5. Verification of Coverage

CONSULTANT shall furnish CITY with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be submitted with the proposal as a first peer review. Upon execution of the contract documents, the certificates and endorsements are to be received and approved by CITY before work commences.

6.1.6. Subconsultants and Subcontractors

CONSULTANT shall require its subconsultants and subcontractors to satisfy the insurance requirements herein or obtain the CITY's prior written approval for any exception to the insurance requirements herein.

6.2 The CONSULTANT shall not commence work under this Agreement until it has obtained all insurance and bonds required under this paragraph and such insurance has been verified by the

CITY.

- 6.3 Required insurance shall be documented in Certificates of Insurance which provide that CITY shall be notified at least 30 days in advance of cancellation, or non-renewal. New Certificates of Insurance are to be provided to CITY at least 15 days prior to coverage renewals. City of Callaway, Florida is to be named as an additional insured entity.
- 6.4 For commercial general liability coverage, CONSULTANT shall, at the option of CITY, provide an indication of the amount of claims, payments or reserves chargeable to the aggregate amount of liability coverage.
- 6.5 Receipt of certificates or other documentation of insurance or policies or copies of policies by CITY, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of CONSULTANT'S obligation to fulfill the insurance requirements herein.
- 6.6 CONSULTANT'S maintenance of the insurance policies required hereunder shall not limit or otherwise affect its liability hereunder.

ARTICLE 7 - NONDISCRIMINATION IN EMPLOYMENT

By the execution of this Agreement, the CONSULTANT agrees to and assures the CITY of the following:

- 7.1 The CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, sex, age, disability, marital status, color or national origin. The CONSULTANT will insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, disability, marital status, color 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.
- 7.2 The CONSULTANT agrees to post in a conspicuous place, available to employees and applicants, notices setting forth the provisions of this nondiscrimination clause.
- 7.3 The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that the firm is an Equal Opportunity Employer.
- 7.4 In the event that the CONSULTANT does not comply with these assurances of nondiscrimination, this Agreement may be canceled, terminated, or suspended in whole or part.

ARTICLE 8 - CONTRACT RECORDS

The CITY shall have access to all books, documents, papers, and records of the CONSULTANT directly pertinent to this Agreement to making audit, examination, excerpts, and transcriptions. The CONSULTANT shall maintain all required records and other records pertinent to this Agreement for five (5) years after the CITY makes final payment and all other pending matters are closed.

ARTICLE 9 - OWNERSHIP OF DOCUMENTS (WHEN APPLICABLE)

- 9.0 The term "CITY Design Documents" shall mean any and all documents prepared by CITY staff, or by other CONSULTANTS to the CITY, relating to design or construction of the Project, including but not limited to prints, Mylar's, plans, tracings, drawings, design data, details, design

premises, calculations, survey notes and survey records, sketches, models, computer files, reports, specifications, and technical provisions. All CITY Design Documents shall be and remain the property of the CITY, and the CITY shall retain all common law, statutory and other reserved rights, including the copyright. CITY Design Documents shall not to be used on other work by the CONSULTANT or be provided to third parties and shall be returned to the CITY at the conclusion or termination of this Agreement

- 9.1 Upon full payment of undisputed amounts in accordance with this agreement, all designs, drawings, specifications, data and information prepared by CONSULTANT shall be the property of the CITY, but the CITY hereby grants to the CONSULTANT an irrevocable right to use the foregoing in its business. The CONSULTANT shall deliver the originals (hard copy and/or electronic file) of all such documents to the CITY upon completion of CONSULTANT's work under this Agreement. Without written verification or adaptation by the CONSULTANT for the specific purpose intended, such documents are not intended or represented to be suitable for reuse by the CITY or others for any project other than that for which they were originally prepared.

ARTICLE 10 - ERRORS AND OMISSIONS

Acceptance of the work by the CITY or Agreement termination does not constitute CITY approval and will not relieve the Party of the responsibility for subsequent corrections of any errors and/or omissions and the clarification of any ambiguities. The Party shall make all necessary revisions or corrections resulting from errors and/or omissions on the part of the Party without additional compensation. If these errors and/or omissions are discovered during the construction of the project, they shall be corrected without additional compensation.

ARTICLE 11 – TERMINATION OR SUSPENSION OF PROJECT

The CITY may, by written notice to the CONSULTANT, suspend any or all of the CONSULTANT's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the CITY may terminate this Agreement in whole or in part at any time the interest of the CITY requires such termination.

- 11.1 If the CITY determines that the performance of the CONSULTANT is not satisfactory, the CITY shall notify the CONSULTANT of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the CONSULTANT of the deficiency that requires correction.

If the deficiency is not corrected within such period, the CITY may either (1) immediately terminate the Agreement as set forth in paragraph 11.2 below, or (2) take whatever action is deemed appropriate by the CITY to correct the deficiency. In the event the CITY chooses to take action and not terminate the Agreement, the CONSULTANT shall promptly reimburse the CITY for damages incurred by the CITY in correcting the deficiency to the extent caused by the CONSULTANT'S breach of the standard of care.

- 11.2 If the CITY terminates the Agreement with cause or for convenience, the CITY shall notify the CONSULTANT of such termination in writing at least fourteen (14) days in advance. The notice from the CITY shall include instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

- 11.3 If the Agreement is terminated before the Project is completed, the CONSULTANT shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress will become the property of the CITY and will be turned

over promptly by the CONSULTANT.

- 11.4 The CITY reserves the right to unilaterally cancel this Agreement for refusal by the CONSULTANT or any subconsultant to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.
- 11.5 Upon receipt of any final termination or suspension notice under this paragraph 10., the CONSULTANT shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the CITY or upon the basis of terms and conditions imposed by the CITY upon the failure of the CONSULTANT to furnish the schedule, plan, and estimate within a reasonable time. The closing out of the Project shall not constitute a waiver of any claim which the CITY may otherwise have arising out of this Agreement.

ARTICLE 12 - PROHIBITION AGAINST CONTINGENT FEES

In compliance with Sections 287.055(5)(a), and (6)(a), Florida Statutes, the CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, a fees, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. Any breach or violation of this warranty shall entitle the CITY to terminate the Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ARTICLE 13 - CONFLICT OF INTEREST

The CONSULTANT hereby certifies that it will completely disclose to the CITY all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the CONSULTANT now has or will have. Said disclosure shall be made by the CONSULTANT contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the CONSULTANT. The CONSULTANT at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the CITY. Failure to abide by this section shall result in the immediate termination of this Agreement.

ARTICLE 14 - LUMP SUM OR COST PLUS FIXED FEE CONTRACTS

The CONSULTANT certifies that the wage rates and other factual unit costs supporting the contract compensation are accurate, complete, and current at the time of contracting. Furthermore, to the extent that such wage rates and other factual unit costs are found by the CITY to be inaccurate, incomplete, or non-current, the original price for such Agreement and any additions there to shall be adjusted to exclude any increases in the compensation paid to CONSULTANT due to such circumstances. A determination of allowable costs in accordance with the Federal cost principles will be performed for services rendered under this Agreement.

ARTICLE 15 - GENERAL PROVISIONS

- 15.1 CONSULTANT shall not assign any of their rights or obligations under this Agreement without prior approval by the CITY.
- 15.2 CONSULTANT shall be responsible for the actions of any and all of their subcontractors and CONSULTANTS. Neither subcontractors nor any subconsultants shall interface directly with the CITY.
- 15.3 This Agreement shall be construed and interpreted in accordance with Florida Law. Venue for any action brought in relation to this Agreement shall be placed in a court of competent jurisdiction in Apple CITY, Florida. If any provision of this Agreement is subsequently held invalid, the remaining provisions shall continue in effect.
- 15.4 Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same or any other terms, conditions, or acts; but the same shall be and remain at all times in full force and effect.

If written notice to a party is required under this Agreement, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested, as follows: (Either party may change its address noted above by giving written notice to the other party in accordance with the requirements of the Section).

City of Callaway
Attention: Audra K. Boswell, City Clerk
6601 East Hwy. 22
Callaway, Florida 32404
Phone: (850) 215-6694
Email: aboswell@cityofcallaway.com

With a copy to:
Kevin D. Obos, Esq. City Attorney
Hand Arendall Harrison Sale
P.O. Drawer 1579
Panama City, FL 32402
Phone: (850) 769-3434 Fax: (850) 769-6121

and if sent to the CONSULTANT shall be mailed to: _____

A party's timely performance of its obligations under this Agreement, only to the extent such performance is specifically affected thereby, shall be suspended, without forfeiture of any performance bond or the incurring of any financial liability, when and for as long as performance of such obligations is prevented by reason of any of the following cases: (i) acts of God, including without limitation severe weather events, (ii) operation of law, (iii) the occurrence of any epidemic or pandemic, including COVID-19, and (iv) any other event beyond the reasonable control of the party whose performance is affected, to the extent not caused by such party's willful or negligent acts or missions, except in those cases where that party could have reasonably foreseen and reasonably avoided the occurrence. The party affected by any such event shall give written notice thereof to the other party as soon as practicable after it

- becomes aware of such an event and, to the extent practicable, shall specify the anticipated length of the delay. The affected party shall use reasonable efforts to minimize the impact of that delay on that party's performance.
- 15.5 The CONSULTANT will be allowed to photograph the finished product at their own expense and use said photography for marketing purposes. Such marketing cannot state or imply endorsement of the Party by the CITY.
- 15.6 The CONSULTANT shall be evaluated within sixty (60) days upon completion of the project. The evaluation will provide an indication of the designer's ability to develop practical, accurate, complete and cost-effective construction plans. The CONSULTANT shall be given the opportunity to give written comments in response to the completed evaluation.
- 15.7 If, after Project completion, any claim is made by the CITY resulting from an audit or for work or services performed pursuant to this Agreement, the CITY may offset such amount from payments due for work or services done under any agreement which it has with the CONSULTANT owing such amount if, upon demand, payment of the amount is not made within 60 days to the CITY. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the CITY. In no event shall the making by the CITY of any payment to the CONSULTANT constitute or be construed as a waiver by the CITY of any breach of covenant or any default which may then exist on the part of the CONSULTANT and the making of such payment by the CITY, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the CITY with respect to such breach or default.
- 15.8 Public Entity Crimes As required by Florida State Statute 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or a public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONSULTANT under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for CATEGORY TWO [\$35,000] for a period of 36 months from the date of being placed on the convicted vendor list." Moreover, any person must notify the CITY within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person.
- 15.9 The selected CONSULTANT shall implement and meet the requirements for a drug-free workplace. Certification provided attached herein.
- 15.10 The CONSULTANT shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT in conjunction with this Agreement. Certification and details provided attached herein.
- 15.11 This project is a Federal Aid Contract. All terms included attached herein shall be incorporated into this contract.

ARTICLE 16 - PERSONNEL

The CONSULTANT represents that it has or will secure at its own expense all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required herein under shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under State and local law to perform such services. The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 17 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant and to inspect all facilities of any subconsultants in order to make a determination as to the capability of the subconsultant to perform properly under this Agreement.

If a subconsultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subconsultant to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subconsultant by the CITY.

ARTICLE 18 - FEDERAL AND STATE TAX

The CONSULTANT shall be responsible for payment of its own FICA and Social Security benefits with respect to this Agreement and the personnel it employs.

ARTICLE 19 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CONSULTANT'S control and without its fault or negligence. Such causes may include but are not limited to: acts of God; the City's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. If failure to perform is caused by the failure of the CONSULTANT'S subconsultant(s) and is without the fault or negligence of them, the CONSULTANT shall not be deemed to be in default.

Upon the CONSULTANT'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without its fault or negligence as determined by the CITY, any affected provision of this Agreement shall be revised accordingly; subject to the CITY's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 20 - LIQUIDATED DAMAGES

The Liquidated damages shall be a daily rate determined by the CITY based on allowable and reasonable costs of damages to the CITY including CITY staff and administration costs of all work awarded under the contract until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and Legal Holidays shall be excluded in determining days in default.

It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the CONSULTANT. The CITY shall have the right to deduct such damages from any amount due, or that may become due the CONSULTANT, or the amount of such damages shall be due and collectable from the CONSULTANT or Surety.

ARTICLE 21 - ARREARS

The CONSULTANT shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

ARTICLE 22 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the CITY for approval and acceptance, and before being eligible for final payment of any amount due, all documents and materials prepared by and for the CITY under this Agreement.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent.

Such information and data shall be and will remain the CITY'S property and may be reproduced and reused at the discretion of the CITY.

Upon full payment of undisputed amounts in accordance with this agreement, all products generated by the CONSULTANT for the CITY become the property of the CITY. The CITY may require submission of any electronic file version of reports, data, maps, or other submission of documentation produced for or as a result of this project in addition to paper documents.

The CITY and the CONSULTANT shall comply with the provisions of the Florida Public Records Law.

PUBLIC RECORDS LAW. CONSULTANT acknowledges that it is familiar with the provisions of the Public Records Law of the State of Florida. CONSULTANT agrees to comply with Chapter 119, Florida Statutes, and specifically per Florida Statute 119.0701, CONSULTANT agrees to keep and maintain public records that would be required by the City of Callaway in order to perform the services provided for in this Agreement; CONSULTANT agrees to provide public access to any required public records in the same manner as a public agency; CONSULTANT agrees to protect exempt or confidential records from disclosure; CONSULTANT agrees to meet public records retention requirement; and CONSULTANT agrees that at the end of term of this Agreement, to transfer all public records to the City of Callaway and destroy any duplicate exempt or confidential public records.

Upon full payment of undisputed amounts in accordance with this agreement, all products generated by the CONSULTANT for the CITY become the property of the CITY. The CITY may require submission of any electronic file version of reports, data, maps or other submission of documentation produced for or as a result of this Bid/Proposal in addition to paper documents.

Further, in accordance with the Public Records Laws of the State of Florida, Section 119.0701, (2013), CONSULTANT must:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public

record disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

- E. If a CONSULTANT does not comply with a public records request, the public agency shall enforce the contract provision in accordance with the contract.

All covenants, agreements, representations, and warranties made herein, or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

If the CONSULTANT has questions regarding the application of Chapter 119, Florida Statutes, to the CONSULTANT'S duty to provide public records relating to this contract, contact the custodian of public records, Audra K. Boswell, City Clerk, at 850-215-6694, by email at aboswell@cityofcallaway.com, or via mail, at 6601 E. Hwy. 22, Callaway, FL 32404.

ARTICLE 23 - INDEPENDENT CONSULTANT RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Agreement, an independent CONSULTANT, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the CITY shall be that of an independent CONSULTANT and not as employees or agents of the CITY.

The CONSULTANT does not have the power or authority to bind the CITY in any promise, agreement or representation.

The CONSULTANT shall hold the CITY, its officers, and employees harmless from any loss, damage or liability to the extent caused by CONSULTANT'S negligent performance and shall indemnify the CITY, its officers, and employees, against any damage or third-party claim of any type arising from the negligent or intentional acts or omission of the CONSULTANT.

ARTICLE 24 - CONTRACT ASSIGNMENT

The CONSULTANT shall not sublet, sell, transfer, assign or otherwise dispose of the CONTRACT or any portion thereof, or of his right, title, or interest therein, without written consent of the CITY. The CONSULTANT shall complete the work contemplated by the terms and conditions of this Agreement in an amount equivalent to at least 50 percent (50%) of the dollar value of work to be performed under this Contract utilizing its own business or corporate entity, so that no single labor, material man, or subconsultant shall be permitted to perform more than 50% of the work contemplated by this Contract.

ARTICLE 25 - AMENDMENT

None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by a written instrument executed by the parties hereto.

ARTICLE 26 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled if recoverable under applicable law and if the party claiming to be the prevailing party recovers above a bona fide written settlement offer or a party successfully defends and prevents recovery above a bona fide written settlement offer. If neither is met, the parties bear their own respective attorney's fees, expert fees, court costs and other costs and expenses.

ARTICLE 27 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 28 - SEVERABILITY

If any term or provision on this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 29 - CITY'S REPRESENTATIVE AND AUTHORITY

The person designated by the CITY MANAGER shall serve as the CITY'S REPRESENTATIVE and shall decide questions which may arise as to quality and acceptability of materials furnished and work performed, and shall interpret the intent of the Contract Documents with reasonable promptness.

The REPRESENTATIVE will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety. The REPRESENTATIVE may assign Project Inspector(s) who shall serve to assist the REPRESENTATIVE in determining if the work performed and the materials used meet the Contract requirements. The Project Inspector shall be authorized to issue Field Orders. The Project Inspector shall be authorized to stop all or any portion of the work if in his opinion the work is not proceeding according to the requirements of the plans and specifications.

ARTICLE 30 - MODIFICATION

The CITY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the CITY'S notification of a contemplated change, the CONSULTANT shall (1) if requested by CITY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY in writing if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Agreement.

If the CITY so instructs in writing, the CONSULTANT shall suspend work on that portion of the work affected by a contemplated change, pending the CITY'S decision to proceed with the change. If the CITY elects to make the change, the CITY shall issue a contract amendment or change order and the CONSULTANT shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 31 - VENUE

All applicable laws, regulations and ordinances of the State of Florida, Bay CITY and the City of Callaway will apply to consideration and award of any Bid/Proposal and the performance of the bidder/proposal pursuant thereto and shall be governed by the laws of the State of Florida both as to intention and performance. The venue for any action arising from the award or subsequent performance shall lie exclusively in the Circuit Court of Bay CITY, Florida, or the United States District Court for the Northern District of Florida, as applicable.

This Agreement is entered into as of the day and year first written above and is executed in at least two original copies of which one is to be delivered to the CONSULTANT, and one to the CITY CLERK for filing in the official records.

CITY CLERK

CITY OF CALLAWAY, FLORIDA

Attest: _____
Audra K. Boswell, City Clerk

By: _____
Keith E. Cook, City Manager

CONSULTANT Witnesses:
(2 REQUIRED)

CONSULTANT:

Witness: _____
Name

Signature

Business Name

By: _____
Signature

Print Name & Title

Approved as to form for the reliance of the City of Callaway only:

Kevin D. Obos, Hand Arendall Harrison Sale, LLC
City Attorney

EXHIBIT A

FEDERAL REGULATION CONTRACT REQUIREMENTS

This is an acknowledgement that FEMA funding requirements apply to projects funded in part or in whole with funds made available by the Federal government. The awarded contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. The Federal Government is not a party to the awarded contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract. The contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

LEGAL, CONTRACTUAL, OR ADMINISTRATIVE REMEDIES FOR BREACH OF CONTACT

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

- a. Standard. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, 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. See 2 C.F.R. Part 200, Appendix II(A).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

TERMINATION FOR CAUSE AND CONVENIENCE

The City may terminate any awarded contract at any time for any reason by giving at least thirty (30) days notice in writing to the awarded bidder. If the contract is terminated by the City as provided herein, the awarded bidder will be entitled to receive payment for those services reasonably performed to the date of the termination.

If the awarded bidder fails to comply with any of the terms and conditions of the awarded contract, the City may give notice, in writing, to the awarded bidder of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, the City may, with no further notice, declare the awarded contract to be terminated. The awarded bidder will thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by the City by reason of the awarded bidder's failure to comply with the awarded contract.

Notwithstanding the above, the awarded bidder is not relieved of liability to the City for damage sustained by the City by virtue of any breach of this Contract by the awarded bidder and the City may withhold any payments to the awarded bidder for the purpose of setoff until such time as the amount of damages due the City from the awarded bidder is determined.

a. Standard. 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. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

EQUAL EMPLOYMENT OPPORTUNITY

Compliance with Regulations: The contractor shall comply with the Acts and the Regulations relative to Nondiscrimination in federally assisted programs, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause. During the performance of any awarded "federal assisted contracts" the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which 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.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) 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.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or 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 interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.”

COMPLIANCE WITH DAVIS-BACON ACT

- a. **Standard.** 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). 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.
- b. **Applicability.** The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.
- c. **Requirements.** If applicable, the non-federal entity must do the following:
 - i. 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.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. 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 Copeland AntiKickback 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 FEMA. iii. 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").

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. c. Additionally, contractors are required to pay wages not less than once a week.

COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT

The contracts must also include a provision for compliance with the Copeland "AntiKickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient 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.

(1) 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.

(2) Subcontracts. The contractor or subcontractor shall insert 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 subcontractors. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. 5.12.

PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this contract, the Contractor shall make maximum use of the products containing recovered materials that are EPA designated items unless the product cannot be acquired:

i. Competitively within a timeframe providing for compliance with the contract

- performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

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

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

- (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area forms are used when possible.
- (b) Affirmative steps must include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT 40 U.S.C. 3702 AND 3704, AS SUPPLEMENTED BY DEPARTMENT OF LABOR REGULATIONS (29 C.F.R PART 5)

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of this contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor

responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any Disaster Debris Disposal and Removal Services Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.”

Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.”

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of “funding agreement” under 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, Contract and Cooperative Agreements”, and any implementing regulations issued by the awarding agency.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

“Clean Air Act”

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The contractor agrees to report each violation to the City of Callaway and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

“Federal Water Pollution Control Act”

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The contractor agrees to report each violation to the City of Callaway and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.”

ENERGY EFFICIENCY AND CONSERVATION ACT

Contractor agrees to comply with all applicable standards, order or regulations issued pursuant to the Energy Policy and Conservation Act (42 U.S.C. 6201) and the provisions of the state Energy Conservation Plan adopted pursuant hereto.

SUSPENSION AND DEBARMENT

- (1) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).
- (2) The contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, Subpart C, in addition to remedies available to the State of Florida Division of Emergency Management and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 CFR pt. 180,

subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the Disaster Debris Disposal and Removal Services period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT 31 U.S.C 1352 (AS AMENDED)

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352 (as amended). Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 shall 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 recipient who in turn will forward the certification(s) to the federal awarding agency.”

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

Competitively within a timeframe providing for compliance with the contract performance schedule;

Meeting contract performance requirements; or

At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA’S Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service 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.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

DOMESTIC PREFERENCE FOR PROCUREMENT

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

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.

Manufactured products mean 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.

ACCESS TO RECORDS

The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

CONTRACT CHANGES OR MODIFICATIONS

No out-of-scope services shall be performed in the absence of prior written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the contract.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

COPYRIGHT

The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

SUBMITTAL FORM RFQ

No: CM2024-_____

This submittal of _____, (“Firm”) organized and existing under the laws of the State of _____ doing business as _____ (Insert a corporation”, “a partnership” or “an individual” as applicable), is hereby submitted to the City of Callaway, (“City”).

In compliance with the Advertisement for Submittals, this Firm proposes to perform all work as detailed in this submittal.

By this Submittal, this Firm certifies, and in the case of a joint Submittal each party certifies as to its own organization, that this Submittal has been arrived at independently, without consultation, communication or agreement as to any matter relating to this solicitation with any other competitor.

Submitted By: _____ Name
of Firm/Consultant

Prepared By: _____ Name
of Individual

Contact E-Mail: _____

Address: _____

Phone: _____

Consultant’s License No. _____

Signature of Authorized Representative of Firm/Consultant

_____ Date

SEAL: *(If bid is by Corporation)*

**ADDENDUM
ACKNOWLEDGEMENT**

I acknowledge receipt of the following addenda:

ADDENDUM NO. _____	DATED _____
ADDENDUM NO. _____	DATED _____
ADDENDUM NO. _____	DATED _____
ADDENDUM NO. _____	DATED _____
ADDENDUM NO. _____	DATED _____

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

It is the responsibility of the firm to ensure that they have received addenda if issued. Call (850) 215-6694 or email aboswell@cityofcallaway.com prior to submitting your submittal to ensure that you have received addendums.

**SWORN STATEMENT PURSUANT TO 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.

1. This sworn statement is submitted to City of Callaway, Florida, a Municipal Corporation, 6601 East Hwy. 22, Callaway, Florida 32404 by _____
[print individual's name and title]
for _____ whose business
[print name of entity submitting sworn statement]
address is _____
_____ and (if applicable) it's Federal Identification Number
(FEIN) is _____ (If the entity has no FEIN, include the Social Security
Number of the individual signing this sworn statement _____)
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 or contract for goods or services to be provided to any public entity or any agency or political subdivision of 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. A predecessor or successor of a person convicted of a public entity crime; or
 - b. 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" includes 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. **[attach 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]

CM2024-08

[Reference: RFP Number]

Sworn to and subscribed before me this ___ day of _____, 20___. Personally known _____ or produced identification _____.

[Type of identification]

The foregoing instrument was acknowledged before me by means of Physical Presence

or

Online Notarization

Notary Public - State of _____

My Commission expires: _____

[Signature of Notary]

[Printed, typed or stamped commissioned name of Notary Public]

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

In order to have a drug- free workplace program, a business shall:

(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 employees 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, and 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 bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program as stated above?

YES

NO

NAME OF BUSINESS: _____

**PROPRIETARY/CONFIDENTIAL INFORMATION
CITY OF CALLAWAY
BID NO. CM2024-08**

Name of Firm of Bidder/Vendor: _____

Trade secrets or proprietary information submitted by a Vendor shall not be subject to public disclosure under the Freedom of Information Act; however, the Vendor must invoke such protections provided by state law, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected, including the section of the proposal in which it is contained, as well as the page number(s), and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. In addition, a summary of proprietary information provided shall be submitted on this form. The designation of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Vendor refuses to withdraw such a classification designation, the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

Check this box if there are none.
This document must be completed and returned with proposal.

**CITY OF CALLAWAY
CONSTRUCTION, ENGINEERING & INSPECTION (CEI) SERVICES
FOR SOUTH BERTHE AVENUE DRAINAGE IMPROVEMENTS
BID NO. CM2024-08**

CONFLICT-OF-INTEREST FORM

The award of a bid or acceptance of proposal is subject to Chapter 112, Florida Statutes*. All Bidders/Proposers must disclose with their Bid/Proposal the name of any officer, director, or agent who is a city official or employee, or a member of an official's or employee's immediate family. Further, Bidders/Proposers must disclose the name of any city official or employee, or a member of an official's or employee's immediate family, who owns directly or indirectly an interest of ten percent (10%) or more in the bidder's/proposer's firm or related business.

CERTIFICATION

- I declare that I do not have any matters which might give rise to a real or perceived conflict of interest.

- I hereby disclose that the following named person(s) is an Officer, Director, or Agent who is also a City Official, Employee, or member of a City Official or Employee's immediate family and could pose a possible conflict of interest:

Name: _____

Affiliation: _____

By signing below, I affirm that I have read and understood the principles of conflict-of-interest disclosure and I have made full disclosure of all matters that may put me in a conflict-of-interest situation in performing my role.

I acknowledge that non-disclosure could result in action being taken to terminate my work with the City of Callaway and potentially bar me from submissions of Bids/RFPs in the future.

Signature

Printed Name

Company

Project/Bid/RFP Number: _____ Date: _____

*Florida Statutes Chapter 112.311(5) It is hereby declared to be the policy of the state that no officer or employee of a state agency or of a county, city, or other political subdivision of the state, and no member of the Legislature or legislative employee, shall have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature which is in substantial conflict with the proper discharge of his or her duties in the public interest.

ANTI-COLLUSION STATEMENT

I hereby attest that I am the person responsible within my company for the final decision as to the price(s) and amount of this Bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my company.

I further attest that:

- A. The price(s) and amount of this Bid have been arrived at independently, without consultation, communication or agreement for the purpose or with the effect of restricting competition with any other company or person who is a Bidder or potential Prime Bidder.
- B. Neither the price(s) nor the amount of this Bid have been disclosed to any other company or person who is a Bidder or potential Prime Bidder on this Project, and will not be so disclosed prior to Bid Opening.
- C. Neither the prices nor the amount of the Bid of any other company or person who is a Bidder or potential Prime Bidder on this Project have been disclosed to me or my company.
- D. No attempt has been made to solicit, cause or induce any company or person who is a Bidder or potential Prime Bidder to refrain from Bidding on this project, or to submit a Bid higher than the Bid of this company, or any intentionally high or noncompetitive Bid or other form of complementary Bid.
- E. No agreement has been promised or solicited for any other company or person who is a Bidder or potential Prime Bidder on this Project to submit an intentionally high, noncompetitive or other form of complementary Bid on this project.
- F. The Bid of my company is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any company or person to submit any intentionally high, noncompetitive or other form of complementary Bid.
- G. My company has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any company or person, or offered, promised or paid cash or anything of value to any company or person, whether in connection with this or any other project, in consideration for an agreement or promise by any company or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.

- H. My company has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any company or person, and has not been promised or paid cash or anything of value by any company or person, whether in connection with this or any other Project, in consideration for my company's submitting any intentionally high, noncompetitive or other form of complementary Bid, or agreeing or promising to do so, on this Project.
- I. I have made a diligent inquiry of all members, officers, employees, and agents of my company with responsibilities relating to the preparation, approval, or submission of my company's Bid on this Project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
- J. I understand and my company understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment of the true facts relating to submission of Bids for this Contract.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Signature

Company Name

Title

Address

Date

Phone Number