



REQUEST FOR QUALIFICATIONS (RFQ) # 07-2023

ENGINEERING SERVICES TO DESIGN BASIN

H1 STORMWATER IMPROVEMENTS

**PURCHASING DIVISION
110 DR. MARTIN LUTHER KING, JR. BLVD., WEST
BELLE GLADE, FL 33430-3900**



NOTICE OF REQUEST FOR QUALIFICATIONS (RFQ)

Sealed QUALIFICATIONS packages shall be received by the City of Belle Glade Office of the City Clerk on the date, time, and location listed below, at which time all qualification packages submitted shall be publicly announced. QUALIFICATIONS packages received after the designated time and date shall be rejected as non-responsive.

RFQ Number: 07-2023
 RFQ Name: Engineering Services to Design Basin H1 Stormwater Improvements
 RFQ Advertising Date: October 29th, 2023
 RFQ Closing Date/Time: December 13th, 2023 @ 3:00PM
 Pre-Proposal Meeting: **YES-MANDATORY**
A mandatory pre-proposal meeting and site inspection will be held at the City of Belle Glade City Commission Chambers in City Hall, located at 110 Dr. Martin Luther King, Jr. Blvd., West, Belle Glade, FL 33430-3900 on Wednesday, November 29th, 2023 at 10:00AM.
Failure to attend a mandatory pre-proposal conference or perform a mandatory site inspection, as required by the RFQ Documents shall result in the automatic rejection of your bid as non-conforming and non-responsive.
 Contact Person: Neil Appel, C.P.M., Purchasing Manager
 Email: nappel@belleglade-fl.com
Start all email subject lines with the RFQ number for faster recognition.
 Questions Deadline: December 1st, 2023 @ 3:00PM
 Submit RFQ to: City of Belle Glade Office of the City Clerk
 110 Dr. Martin Luther King, Jr. Blvd., West, Belle Glade, FL 33430-3900
 RFQ Scope of Work: **State Purpose/Description of RFQ**
 Proposed Shortlist Date: January 16th, 2023
 Proposed Interview Date: January 30th, 2024
 Proposed Award Date: February, 2024

RFQ Documents may be obtained from the Purchasing Website <https://www.bellegladegov.com/RFQs> Proposers who obtain solicitation documents from other sources than the Purchasing Division are cautioned that the solicitation package may be incomplete. Furthermore, all addenda shall be posted on the Purchasing Division website. Proposers obtaining bid documents from the Purchasing Division website must check the website daily to download their addenda.

Proposers shall submit **ONE (1) MARKED ORIGINAL, FIFTEEN (15) PHOTOCOPIES, AND ONE (1) THUMB DRIVE OF THE COMPLETED SUBMITTAL PACKAGE** in a sealed package to the address listed above. The Project Name, RFQ Number, and time and date of the RFQ opening shall be clearly marked on the outside of the sealed envelope. Facsimile or electronic responses shall not be accepted.

Proposers may not withdraw their RFQ for a period of One Hundred Twenty (120) calendar days after the day set for the closing of RFQs.

CAUTION: It is the proposer's responsibility to ensure that qualifications are received in the Office of the City Clerk prior to the date and time specified above. Receipt of a proposal in any other City office does not satisfy this requirement and shall be rejected as non-responsive. **Meeting dates are subject to change according to the needs of the City.**

The City reserves the right to waive any informalities or irregularities, reject any and all proposals that are incomplete, conditional, non-responsive, or which contain additions not allowed for; to reject any or all proposals in whole or in part with or without cause; to re-advertise for qualifications, to award in whole or in part to one or more Proposers, and to accept the proposal which best serves the City.

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SECTION 1-DEFINITIONS

1. **CONTRACT:** The written agreement for performance of the Scope of Work according to the terms and conditions established by the Request for Qualifications and entered into between the City and the successful Proposer.
2. **CONTRACT ADMINISTRATOR:** The Staff member that is designated as the representative of the CITY concerning the contract documents.
3. **CONTRACTOR/CONSULTANT:** A separate and distinguishable business entity participating or seeking to participate in the performance of a contract.
4. **CITY:** The City of Belle Glade, a political subdivision of the State of Florida, and its individual and collective departments, divisions, managers, staff, and facilities.
5. **EVALUATION COMMITTEE/EC:** City staff and/or outside consultants assigned to evaluate the submitted qualifications per Commission policy.
6. **PRE-PROPOSAL CONFERENCE** A meeting held prior to the date of the proposal submittal, which disseminates to all proposers in attendance information to assist them in submitting a bid or proposal including, but not limited to, information regarding the requirements of the City.
7. **PROCUREMENT** Buying, purchasing, renting, leasing or otherwise acquiring any goods and/or services for public purposes in accordance with the law, rules, regulations and procedures intended to provide for the economic expenditure of public funds. For the purpose of this policy, procurement refers to those goods and/or services, except professional services, solicited by the Purchasing Division pursuant to City and State requirements.
8. **PROPOSER:** Any individual, firm, or corporation submitting a proposal for this project, acting directly or through a duly authorized representative. For the purpose of this RFQ Proposer shall mean the same thing as the BIDDER.
9. **“PROVIDER”, “BIDDER”, “CONTRACTOR”, OR “SUCCESSFUL PROPOSER” OR “CONSULTANT”:** The firm or individual receiving an award as a result of this Request for Proposal. Said terms may be used interchangeably while retaining the same meaning.
10. **PURCHASING DIVISION:** The Purchasing Division of the City of Belle Glade.
11. **QUALIFICATIONS/PROPOSAL:** shall refer to any Offer(s) submitted in response to this Request for qualifications.
12. **REQUEST FOR QUALIFICATIONS, QUALIFICATIONS, RFQ”, OR PROPOSAL:** means a solicitation of responses for goods and/or services for which the scope of work, specifications or contractual terms and conditions cannot reasonably be closely defined. Evaluation of a proposal is based on prior established criteria which may include but may not be totally limited to price.

It includes all exhibits and attachments as approved by the City, and addenda or change orders issued by the Purchasing Division. In addition, these terms are used interchangeably in this Request for Qualifications while retaining the same meaning.

13. **RESPONSIBLE BIDDER, OFFERER, QUOTER, OR RESPONDENT** An individual or business which has submitted a bid, offer, proposal, qualifications, quotation, or response, and which has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which shall give reasonable assurance of good faith and performance.



- 14. RESPONSIVE BIDDER, OFFERER, QUOTER, OR RESPONDENT, VENDOR, CONTRACTOR** means an individual or business that has submitted a bid, offer, proposal, quotation or response, that conforms in all material respects to the solicitation
- 15. SUBCONTRACTOR/ SUB-CONSULTANT:** Any person, firm, entity, or organization, other than the employees of the successful Proposer, who contract with the successful proposer to furnish labor, or labor and materials, in connection with the Work or Services to the City, whether directly or indirectly, on behalf of the successful proposer.
- 16. WORK, SERVICES, PROGRAM, PROJECT, OR ENGAGEMENT:** All matters that shall be required to be done by the successful Proposer in accordance with the Scope of Work, and the Terms and Conditions of this RFQ.
- 17. VENDOR:** An actual or potential supplier of goods and/or services interchangeable with the term bidder, Consultant, and/or contractor.



SECTION 3 - SCOPE OF SERVICES

All services shall be completed in accordance with all applicable grants and all applicable federal, state, and local laws, ordinances, policies, regulations and codes, executive orders, and Federal or other funding agency requirements. The awarded firm must be a licensed, certified engineering business in the State of Florida and have a professional engineer licensed in the State of Florida on staff.

Project Area:

The proposed project area is bounded by Dr M.L.K. Jr Blvd W to the north, SW 4th St to the west, South FL Conservancy District (SFCD) Canal 1 (SW Ave G) to the south, and S Main St to the east. This area is identified in the City's current Stormwater Master Plan as Basin H1.

Project Description:

The proposed project includes the modeling and design of new stormwater improvements to serve the City's existing communities in the project area identified. Construction will include approximately 7,300-LF of new drainage pipes (18" A2000 PVC, 48" RCP, and 54" RCP) and approximately 44 new structures (4-ft, 5-ft, and 6-ft diameter concrete inlets with 1 downstream defender).

Project Title: Basin H1 Stormwater Improvements

Project Scope of Work Narrative: *Provide a comprehensive narrative of the scope of work that includes a list of specific tasks to be performed under the grant agreement, a detailed description of the tasks, any specific elements which are included or must be considered in task performance, and minimum requirements for each task to be performed. Please provide in outline format as shown in the following example:*

- A. Complete a Map of Topographic Survey
 - 1) Gather elevations as relative to North American Vertical Datum of 1988 (NAVD '88) at approximately 100-ft intervals and locate all existing above ground visible improvements, trees (3" or greater at breast height), concrete manhole structures (storm and sanitary sewer with pipe sizes, inverts, material, etc. – as available) together with surface marks for utilities and furnish a Map of Topographic Survey adhering to Florida Statutes Chapter 472.027, Florida Administrative Code 5J-17 (Standards of Practice for Surveying in the State of Florida) represented on sheets at an appropriate scale.
- B. Provide Utility Locates Services
 - 1) Provide horizontal utility location and verification services utilizing GPR and EM locating devices and identify locations of existing utilities on the surface with paint markings or pin flags per AWP standards
- C. Provide Utility Test Holes (Soft Digs)
 - 1) Perform utility test holes at the direction of the engineer and owner and provide reports identifying utility type, depth, elevation, size, and material.
- D. Preliminary Engineering Design and Layout
 - 1) Establish preliminary pipe sizes and system alignment for the proposed improvements.
 - 2) Obtain available public record drawings and as-built's and coordinate with known utility companies on potential crossings and conflicts.
 - 3) Contact all known regulatory agencies and obtain latest permitting requirements.
- E. Hydrologic and Hydraulic Modeling
 - 1) Develop a stormwater model, perform pipe sizing analysis, and incorporate water quality treatment measures for applicable design storm events.
- F. Drainage System Design and Analysis
 - 1) Develop drainage improvements drawings with plan and profile views including typical details required to perform the work for the subject area.
 - 2) Provide full size (1:20, 36"x24") and half size (1:40, 11"x17") plans for bidding and construction purposes.
- G. Permitting Services



- 1) Obtain all required permits for the proposed improvements for the entire project.
- H. Quantity Take-off and Cost Estimates
 - 1) Develop quantity take-offs and prepare a bid schedule and final Engineer's Opinion of Probable Cost Estimate for the entire project.
- I. Furnish Contract Documents and Technical Specifications
 - 1) Provide final design drawings and technical specifications applicable for the proposed work to be utilized during bidding and construction.

SINCE THE CITY STORMWATER MASTERPLAN CONTAINS INFRASTRUCTURE INFORMATION, IT WILL NOT BE AVAILABLE FOR DOWNLOADING BUT CAN BE VIEWED IN PERSON AT THE OFFICE OF THE CITY CLERK VIA APPOINTMENT ONLY.

CALL 561-992-2218, OR E-MAIL STAFF LISTED FOR AN APPOINTMENT.

JFIGUEROA@BELLEGLADE-FL.COM
CBECKFORD@BELLEGLADE-FL.COM
BBROWN@BELLEGLADE-FL.COM

OR
OR



Task/Activity Description	Performance measures (Deliverables)
Completion of a Map of Topographic Survey in accordance with section A of the Scope of Work	Completed Map of Topographic Survey
Completion of Utility Locates Services in accordance with section B of the Scope of Work	Completed Map of Topographic Survey with utilities identified.
Completion of Utility Test Holes in accordance with section C of the Scope of Work	Completed utility test hole (soft dig) reports.
Completion of Preliminary Engineering Design & Layout in accordance with section D of the Scope of Work	30% and 60% design plan submittals, including 811 design ticket information.
Completion of Hydrologic & Hydraulic Modeling in accordance with section E of the Scope of Work	Completed H&H modeling data.
Completion of Drainage System Design & Analysis in accordance with section F of the Scope of Work	90% and 100% design plan submittals.
Completion of Permitting Services in accordance with section G of the Scope of Work	Issuance of applicable permits from regulatory agencies.
Completion of Quantity Take-off & Cost Estimate in accordance with section H of the Scope of Work	Completed bid schedule and cost estimate.
Completion of Contract Documents & Specifications in accordance with section I of the Scope of Work	Completed bid advertisement ("Bid Set" drawing and spec's).

PROPOSED TIMELINE

Task/Activity Description	Task/Activity Duration	Deliverable
Route Survey, Utility Locates (GPR/EM), and Utility Soft Digs	6 months	Signed & Sealed Route Survey
Preliminary Engineering, H/H Modeling, Engineering Design, and Permitting	6 months	Signed & Sealed Engineering Design Plans
Quantity Take-off, Cost Estimate and Construction Bid Documents/ Specifications	1 month	Construction Documents for Bidding



City of Belle Glade DEO Grant Request Stormwater Improvements
Construction Cost Estimate
Date: 08-29-22

Item No.	Description	Qty	Unit	Unit Cost	Total
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GENERAL CONDITIONS & CONSTRUCTION START-UP

1	Mob/DeMob	6	%	\$ 62,074	\$ 62,074
2	MOT	2	%	\$ 20,691	\$ 20,691
3	Survey/As-Builts	2.5	%	\$ 25,864	\$ 25,864
4	Testing	2	%	\$ 20,691	\$ 20,691
5	Clearing & Grubbing	1	%	\$ 10,346	\$ 10,346
6	Environmental Compliance	3	%	\$ 31,037	\$ 31,037

\$ 170,704

DRAINAGE IMPROVEMENTS, INCLUDING RESTORATION

7	4' Dia. Inlet Structure	37	EA	\$ 5,000	\$ 185,000
8	5' Dia. Inlet Structure	4	EA	\$ 5,500	\$ 22,000
9	6' Dia. Inlet Structure	2	EA	\$ 6,500	\$ 13,000
10	18" A2000 PVC	5,382	LF	\$ 75	\$ 403,650
11	48" RCP	1129	LF	\$ 145	\$ 163,705
12	54" RCP	771	LF	\$ 165	\$ 127,215
13	Downstream Defender	1	EA	\$ 100,000	\$ 100,000
14	Outfall Headwall	1	EA	\$ 20,000	\$ 20,000

\$ 1,034,570

MISCELLANEOUS WORK & CONTINGENCY

15	Exist Drainage Removal	2	%	\$ 20,691	\$ 20,691
16	Utility Conflicts	5	%	\$ 51,729	\$ 51,729
17	Contingency	15	%	\$ 155,186	\$ 155,186

\$ 227,605

CONSTRUCTION COST ESTIMATE

18 Grand Total

\$ 1,432,879



SECTION 4 – QUALIFICATIONS

Pursuant to Florida Statutes 287.055, and Federal regulations, the City of Belle Glade (hereinafter referred to as the City), is accepting submittals from qualified professional engineering consulting firms to provide services to design the Basin H1 Stormwater Improvements per the scope of work. Since the CITY must make a determination of a Consultant's qualifications prior to their employment, the qualifications Package of this Request for Qualifications shall be used by the City to make this determination. Additionally, evaluation points shall be assigned to information contained in the package to aid in reducing the total number of submittals to a short-list of firms. Short-listed firms shall be invited to make presentations and / or be interviewed for final evaluation.

Qualification submittals shall be considered from qualified firms or individuals whose experience includes successful work in similar projects. Also, the firm must have a sufficient number of qualified staff in the applicable disciplines to complete the work in the time required and in accordance with State of Florida statutes and standards, if applicable.

SECTION 5 – SUBMITTAL INFORMATION: HOW, WHEN & WHERE

5.1 Qualification packages shall be submitted in a sealed envelope [labeled with the Proposer's name, contact information, the Request for Qualification (RFQ) Number and, RFQ Name, Due Date/Time]. The original and each copy shall be identified and the cover page, Section 36 shall be the first page of your submittal..

5.2 All responses to the, RFQ must be submitted on 8½" by 11" paper, neatly typed on one side only, with normal margins and spacing. One (1) bound one-sided original, fifteen (15) bound copies (a total of sixteen (16) sets) and one (1) thumb drive of the complete submittal must be received by the closing date and time. The original and all copies must be submitted in a sealed envelope.

5.3 All sealed qualifications must be received and time stamped in the City Clerk's Office, either by mail or hand delivery, **on or before the date and time referenced above**. Any qualifications received **after** the due date and time shall be rejected as non-responsive. The official time shall be measured by the time stamp in the Office of the City Clerk. All packages must be clearly marked with the RFQ number, time and date of opening.

5.4 Responses to the RFQ must be signed in ink by an authorized officer of the proposing firm, who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a Statement of Qualifications by the Proposer will be considered by the City as constituting an Offer by the Proposer to perform the required services.

5.5 Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFQ. All Submittals should be prepared to provide a straightforward and concise description of the respondents' qualifications and ability to meet the RFQ requirements.

5.6 Failure to respond to all of the questions in the RFQ package may result in the submittal being considered non-responsive. In order for the City to make a determination of qualifications, a complete package must be submitted.

5.7 If you propose to joint venture or use outside professional services for any of the project requirements all such information must be included in the Submittal Package. Do not have individual "team" firms send in their own submittals.

5.8 All firms must be clearly identified in your submittal, and their ability to perform assigned responsibilities must be demonstrated.

SECTION 6 - TERM OF CONTRACT:

6.1 The City anticipates awarding a single contract for this project. The awarded consultant is required to enter into an Agreement within ten (10) days of its receipt of the final negotiated draft of the Agreement from the



City. The Agreement will incorporate this RFQ, the Consultant's proposal (or sections thereof) and the terms and conditions negotiated by the parties.

6.2 The Agreement will contain performance-based criteria and milestone timelines for deliverable items.

SECTION 7 – INQUIRIES

7.1 Inquiries concerning Qualification Submittals should be made in writing via email (preferred, with attachments using Word software) and directed as follows:

City of Belle Glade Purchasing Division
Attn: Purchasing Manager
110 Dr. Martin Luther King Jr. Blvd W.
Belle Glade Fl., 33430-3900
nappel@belleglade-fl.com

7.2 CONTACT WITH THE CITY'S ELECTED OFFICIALS OR CITY PERSONNEL OTHER THAN THE PURCHASING DIVISION CONTACT REGARDING THIS REQUEST FOR QUALIFICATIONS SHALL BE GROUNDS FOR DISQUALIFICATION AND ELIMINATION FROM THE SELECTION PROCESS.

SECTION 8 - SELECTION PROCEDURE

8.1 The Selection Procedure is a two (2) step process.

STEP 1

The evaluation committee (herein after called EC) shall be responsible for short-listing the most qualified firms. The EC may also, at its sole discretion, request additional or clarifying information (through the Purchasing Manager) from any responder. The EC may expressly request such information to remedy any incomplete response but will not be obligated to do so. Failure to provide the information could result in the rejection of the responder's proposal. The occurrence or absence of such a request shall not be cause for objection by any responder.

STEP 2

It is anticipated that shortlisted firms shall be invited to appear in front of the EC and/ or City Commission for oral presentations and/ or discussions on its qualifications and methodology.

Proposer understands that if a team is short listed and selected to be interviewed and /or to make oral presentations to the EC and/or the Commission, only the team members evaluated in the written submissions may present or be interviewed. The firm principal can accompany the team, and if not a team member, introduce the team. Substitution of team members at the oral presentations/interviews shall result in that team's disqualification.

Negotiations shall begin as follows:

A tentative contract shall be negotiated with the most qualified firm for professional services at compensation which the City Commission's designee(s) determine(s) is fair, competitive, and reasonable. In making such determination, the City Commission's designee(s) shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For any lump-sum or cost-plus-a-fixed-fee professional service contract that exceeds the maximum amount established by F.S. 287.017 for Category Four, the City Commission shall require the firm receiving the award to execute a **Truth-In-Negotiation Certificate** (form attached) stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required shall contain a provision that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the City Commission determines the contract price was increased due to



inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

For project specific RFQ's, the EC reserves the right to negotiate an agreement individually based upon ranking to reach an agreement; for continuing services type agreements, the EC reserves the right to negotiate concurrently with selected firms, whereby one or multiple firms will then be recommended to the City Commission for award. The City may act only through the City Commission. The proposer may not rely on any representations by the City other than as approved by official action of the City Commission.

8.2 The City reserves the right to award single or multiple contracts if it is deemed to be in the best interest of the City. The City also reserves the right to reject any and all qualifications packages. With all factors considered, awards will be made to respondent(s) whose qualifications are deemed, in the sole discretion of the City, to best serve the public interest of the City.

8.3 The Submittal Package (or sections thereof) of the successful respondent(s) shall be incorporated in any Contract that ensues.

8.4 Any contract(s) resulting from this RFQ shall be governed by the laws of the State of Florida. The selected consultant(s) will also be required to comply with all Federal and local applicable laws, ordinances, rules, regulations and contract provisions.

8.5 The City reserves the right to retain qualifications and use ideas from them.

SECTION 9- REJECTION CRITERIA

Submittals shall be rejected as non-responsive if any of the following criteria exist (this list is not all-inclusive):

9.1 All questions, instructions, and forms in the Qualification package have not been properly completed so as to not be able to render an evaluation.

9.2 The RFQ response is found to have concealed or contained false and/or misleading information.

9.3 The City did not receive the RFQ package prior to the submittal deadline.

9.4 Your firm is not licensed with the Florida Secretary of State to do business in Florida. **You must submit a State of Florida Certificate of Status for your firm.**

9.5 The Qualification package signature page is not properly executed.

9.6 Substitution of (SF) 330/255/254 (or similar form) or resumes for Tab #5, Specific Related Experience of The Firm, and Tab#7, Project Team Staffing Experience sections.

9.7 Submitting a Compilation Financial Statement if a financial statement is required.

SECTION 10 - WAIVERS

The City in its sole discretion, reserves the right to reject any and all qualifications, accept any Qualification packages or any combination of qualifications or waive any minor irregularity or technicality in qualifications received and may, at its sole discretion, request a re-qualification, when in its sole judgment, it will best serve public interest.

SECTION 11 - EVALUATION METHODOLOGY

11.1 The City reserves the right to contact any of the firms listed in this RFQ (e.g., listed in past performance, etc.) or to call any entity to check past performance whether listed in the submittal or not.



11.2 The City EC shall be comprised of staff and additional consultants if necessary. This committee shall evaluate the qualifications, rank the firms, and may recommend the top ranked firms for oral presentations/ interviews.

11.3 The Qualifications proposal shall be evaluated as follows:

Criteria	Max Points
Capability/Experience of the Firm	20
Ability and Experience of Professional Personnel:	25
Capability and Commitment to Meet Time, Quality, and Budget Requirements	30
Recent, Current & Projected Workload	10
Location	5
Prior City work	3
Minority Business Enterprise	2
References	5
Responsiveness	Point Deduct
Litigation	Point Deduct
MAXIMUM POINTS	100 POINTS

11.4 To obtain the best possible score it is important that the Project Team Staffing Experience and Related Experience of the Firm portions of the Package specifically address the advertised major area/classes of work, and any special requirements that may be listed. Do not submit resumes in lieu of completing these portions of the RFQ.

SECTION 12 - ADDENDA

12.1 If revisions become necessary, the City will provide written addenda through the City website at least five working days prior to the opening date. It is the sole responsibility of the proposer to ensure it is received.

12.2 If addenda are issued, please acknowledge under Section 1.13 that you have received any addenda.

SECTION 13 - INSURANCE

The Consultant shall procure and maintain during the life of this Agreement insurance of the types and subject to the limits set forth below. The Consultant shall also provide the City with evidence of this insurance in the form of Certificates of Insurance which shall be subject to the City's approval for adequacy. The City shall be an Additional Insured on policies of Commercial General Liability, and Commercial Auto Liability with respect to all claims arising out of the work performed under this Agreement. The City shall be given thirty (30) days prior written notice of any material changes or cancellations of the policies. If sub-contractors are used by the Consultant, it shall be the responsibility of the Consultant to ensure that all its sub-contractors comply with all the insurance requirements contained herein relating to such sub-contractors.

Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

13.1 WORKERS' COMPENSATION

The Consultant shall provide and maintain during the life of this Agreement, at his, its or their own expense, Workers' Compensation insurance coverage to apply for all employees for Florida statutory limits. Coverage B, Employers Liability, shall be written for a minimum liability at \$500,000.00 per occurrence.

13.2 COMMERCIAL GENERAL LIABILITY

The Consultant shall provide and maintain during the life of this Agreement, at his, its or their own expense, Commercial General Liability insurance on an occurrence basis for a minimum combined single limit of



\$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, for claims of bodily injury including death, property damage and personal injury. Contractual Liability coverage shall be included.

13.3 COMMERCIAL AUTO LIABILITY

The Consultant shall provide and maintain during the life of this Agreement, at his, its or their own expense, Business Commercial Auto Liability for claims of bodily injury and property damage for minimum limits of \$1,000,000.00 combined single limit.

13.4 PROFESSIONAL LIABILITY

The Consultant shall provide and maintain during the life of this Agreement, at his, its or their own expense, Professional Liability insurance on a claims made basis for a minimum of \$1,000,000.00 coverage.

13.5 OTHER INSURANCE PROVISIONS

The General Liability and Auto Liability policies shall contain or be endorsed to contain, the following provisions:

The City, its Officers, Officials, Employees, Agents, and Volunteers are to be covered as additional insured's for any and all liability arising out of the Consultant's performance of this Agreement, or out of automobiles owned, leased, hired, or borrowed by the Consultant. The coverage shall contain no special limitations on scope of protection offered to the City, its Officers, Officials, Employee, Agents and Volunteers.

The Consultant's insurance coverage shall be primary insurance as respects the City, its Officers, Officials, Employees, Agents and Volunteers for Consultant's activities. Any insurance or self-insurance maintained by the City, its Officers, Officials, Employees, Agents, or Volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

Any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the City, its Officers, Officials, Employees, Agents, or Volunteers.

The 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 insurer's liability.

SECTION 14 INDEMNIFICATION

The Consultant covenants and agrees at all times to indemnify and hold harmless the other party to the contract, their 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 misconduct of the Consultant, and persons employed or utilized by the Consultant in the performance of this Agreement. The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725).

The Consultant, without exemption, shall indemnify and hold harmless, the CITY, its employees, representatives and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Consultant. Further, if such a claim is made, or is pending, the Consultant may, at its option and expense, procure for the CITY the right to use, replace, or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the CITY agrees to return the article on request to the Consultant and receive reimbursement. If the Consultant used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Contract prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

**SECTION 15 - PROHIBITION ON CONTINGENCY FEES.**

The resulting contract with the selected proposer shall contain the following prohibition against contingent fees:

Proposer warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the firm to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the City shall have the right 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.

SECTION 16 – PUBLIC RECORDS:

Upon receipt, all qualifications and information submitted with each qualification become "public record", property of the City and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Records Law). In order to possibly be exempt from disclosure, offerors must invoke the specific exemptions to disclosure provided by law in their qualification by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. Any resulting contract may be reviewed by any person after the contract has been executed by the City. The City has the right to use any or all information/material submitted in response to this RFQ and/or any resulting contract from it. Disqualification of an offeror does not eliminate this right. In accordance with section 119.0701, Fla. Stat. any resulting contract shall include a provision that requires the contractor, if applicable, to comply with public records laws, specifically to:

16.1 Keep and maintain public records that would be required by the City in order to perform the service.

16.2 Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

16.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

16.4 Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Contractor upon termination of the Contract Documents and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

16.5 The contract shall also provide that if a contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS IN THE OFFICE OF THE CITY CLERK AT 561-992-2218, OR E-MAIL JFIGUEROA@BELLEGLADE-FL.COM , OR 110 DR. MARTIN LUTHER KING JR. BLVD WEST, BELLE GLADE FL, 33430.

SECTION 17 - PALM BEACH COUNTY INSPECTOR GENERAL:

In accordance with Palm Beach County ordinance number 2011-009, qualifications submitted, and contracts negotiated pursuant to this RFQ may be subject to investigation and/or audit by the Palm Beach County Inspector



General. Prospective offerors should review Palm Beach County ordinance number 2011-009 in order to be aware of their rights and/or obligations under such ordinance.

SECTION 18 - SUB-CONTRACTING/MINORITY BUSINESS PARTICIPATION:

The CITY strongly encourages the use of Minority/Woman owned business enterprises for participation as associates, joint ventures, prime proposers, and sub-proposers in contracting opportunities.

Firms claiming minority preference shall provide their certification as a minority business enterprise in accordance with Chapter 287, Florida Statutes, and as defined by The Florida Small And Minority Business Assistance Act. Add To Tab 12 Additional Attachments.

SECTION 19 – LOCAL PREFERENCE: NOT APPLICABLE TO THIS RFQ

SECTION 20 – DRUG-FREE WORKPLACE

In accordance with section 287.087, Florida Statutes, preference shall be given to proposers with drug-free workplace programs. Whenever two (2) or more qualifications, which are equal with respect to price, quality and service, are received by the City for the procurement of commodities of contractual services, a Proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to receive such preference, the Proposer shall complete and submit with its Proposal the certification attached hereto **as Attachment C “Drug-Free Workplace Form”**.

SECTION 21 – PUBLIC ENTITY CRIMES

In accordance with section 287.133, Florida Statutes, any 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, or reply on a contract to provide any goods and/or services to a public entity; may not submit a proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, qualifications, or replies 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 in section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Proposer shall complete and submit with its Proposal **Attachment B “Public Entity Crime Statement”**.

SECTION 22 – NON-COLLUSION

The Proposer certifies, through the submittal of its Qualifications/Proposal, that this Qualifications/Proposal is made without prior understanding, agreement, or connection with any individual, firm, partnership, corporation or other entity submitting a qualifications/proposal for the same services, and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted with, prior to, or after any provisions of services. If there is reason to believe that a violation of this provision exists, the City may reject qualifications, terminate the resulting contract and/or prohibit the violator from bidding on future City projects. The Proposer shall complete and submit with its Proposal **Attachment A “Non-Collusion Affidavit”**.

SECTION 23 –CONFLICT OF INTEREST/CODE OF ETHICS

This RFQ is subject to the State of Florida Code of Ethics and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of City officials and employees and contractual relationships providing a benefit to the same. Firms are highly encouraged to review these Codes in order to ensure compliance with the same. If any proposer violates or is a party to a violation of an applicable Code of Ethics, such proposer may be disqualified from performing the work described in this RFQ or from furnishing the goods or services for which this RFQ is submitted and may be further disqualified from bidding on any future RFQs (or other procurement requests and invitations) for work or for goods or services for the City. All firms must complete the Conflict of Interest Form attached hereto as **Attachment E**



The award of a contract under this RFQ is subject to any and all applicable conflict of interest provisions found in Florida Statutes. The Proposer shall complete and submit with its Proposal **Attachment D "Conflict of Interest Form"** attached hereto.

SECTION 24 – E-VERIFY

If awarded a contract, pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Consultant shall:

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
3. Maintain copies of all subcontractor affidavits for the duration of this Agreement;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
6. Be aware that if the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Consultant may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

SECTION 25 – SCRUTINIZED COMPANIES

24.1 Proposer submitting a response must certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate a resulting contract at its sole option if the Proposer or any of its subcontractors are found to have submitted a false certification; or if the Proposer or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the contract.

24.2 If the contract that may result from this RFQ is for one million dollars or more, the Proposer must certify that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate a resulting contract at its sole option if the Proposer, or any of its subcontractors are found to have submitted a false certification; or if the Proposer or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of resulting contract.

24.3 The Proposer agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the contract.

24.4 As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

24.5 The Proposer shall complete and submit with its Proposal **Attachment F "Scrutinized Companies Certification Form"** attached hereto.

**SECTION 26 – DISCLOSURE AND DISCLAIMER**

The information contained herein is provided solely for the convenience of responding firms. It is the responsibility of a firm to assure itself that information contained herein is accurate and complete. Neither the City, nor its advisors provide any assurances as to the accuracy of any information in this RFQ. Any reliance on the contents of this RFQ, or on any communications with City representatives or advisors, shall be at each firm's own risk. Firms should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFQ is being provided by the City without any warranty or representation, express or implied, as to its content, accuracy or completeness and no firm or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any qualifications conforming to these requirements will be selected for consideration, negotiation or approval.

Any recipient of this RFQ who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFQ is at the sole risk and responsibility of the firm submitting such qualifications.

SECTION 27 – PROTESTS

Protests shall be handled in accordance with protest procedures set forth in the City's Purchasing Code, section 2-431 of the Code of Ordinances. Venue for any dispute regarding this RFQ shall be in Palm Beach County, Florida.

SECTION 28 – NO ORAL INTERPRETATIONS

No Person is authorized to give oral interpretations of, or make oral changes to, this RFQ. Therefore, oral statements about the RFQ by the City's representatives will not be binding on the City and should not be relied upon by a firm. Any interpretation of, or change to, this RFQ will be made in the form of a written addendum to the RFQ. Any addendum to this RFQ will be posted on the City's website. A firm can only rely upon those interpretations of, or changes to this RFQ that are issued by the City in an addendum. By submitting qualifications, a firm certifies that its submitted qualifications are made without reliance on any oral representation by the City, its agents, or employees.

SECTION 29 – PROPERTY OF THE CITY

All materials submitted in response to this RFQ become the property of the City. The City has the right to use any or all ideas presented in any response to this RFQ, whether amended or not, and selection or rejection of a qualifications does not affect this right.

SECTION 30 – LEGAL REQUIREMENTS

Each firm must comply with all federal, state, and local laws, ordinances, policies, rules and regulations that are applicable to this RFQ and the work to be performed under the Agreement. These legal requirements include, but are not limited to, 2 C.F.R. §§ 200.318 through 200.327, all applicable Federal contract provisions as set forth in Exhibit I and its Addendum, if applicable, the City's Purchasing Code and applicable policies, and any and all requirements set forth in all applicable grants (including any amendments) or required thereunder. The successful firms agree to be bound by the terms of the applicable grants, and all applicable local, state and federal laws and regulations. A firm's lack of knowledge about the applicable laws or grants shall not be grounds for relief from such laws or constitute a defense against the enforcement of such laws.

By submitting qualifications in response to this RFQ, the firm represents that it is familiar with all federal, state, and local laws, ordinances, policies, rules and regulations, and grant requirements that are applicable to the services required under this RFQ. If a firm discovers any provision in this RFQ that is contrary to or inconsistent with any law, ordinance, rule, regulation, or grant provision, the firm shall promptly report it to the Purchasing Manager.



SECTION 31 – CONE OF SILENCE

A cone of silence is hereby imposed and made applicable to this RFQ. “Cone of Silence” means a prohibition on any non-written communication regarding this RFQ between any firm or firm’s representative and any City employee. The Cone of Silence is in effect as of the submittal advertising.

The provisions of this Cone of Silence **shall not** apply to communications with the Purchasing Division, oral communications at any public proceeding, discussions or oral presentations before the City Manager/Evaluation Committee, and contract negotiations during any public meeting. The Cone of Silence shall terminate at the time that the City Commission awards or approves a contract, rejects all qualifications or otherwise takes action which ends the solicitation process. A firm’s representative shall include but not be limited to the firm’s employee, partner, officer, director or consultant, lobbyist, or any, actual or potential subcontractor or consultant of the firm.

SECTION 32 – LOBBYING

By submitting Professional Qualifications, each firm certifies that to the best of his or her knowledge and belief:

32.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the firm, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

32.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the firm shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities.”

The firm shall require that this certification be included in the award documents for all sub-awards (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose accordingly.

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

32.4 If the firm is unable to certify to any of the statements in this certification, such firm shall attach an explanation to its qualifications. Any such explanation or a violation of this requirement may cause the firm to be disqualified and prohibited from participating further in the RFQ process. The Firm shall complete the Certification regarding Lobbying attached hereto as Exhibit H (and incorporated herein).

SECTION 33 – DEBARMENT

By submitting Qualifications, each firm, on behalf of it and its principals, certifies that to the best of its knowledge and belief, that it and its principals:

33.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or Board.

33.2. Have not within a three-year period preceding this qualifications been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.



33.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any offenses enumerated in subparagraph ii of this section.

33.4 Have not within a three-year period preceding this qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

33.5 If the firm is unable to certify to any of the statements in this certification, such firm shall attach an explanation to its qualifications. Any such explanation or a violation of this requirement may cause the firm to be disqualified and prohibited from participating further in the RFQ process. The Firm shall complete the Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion attached hereto as Exhibit G (and incorporated herein).

SECTION 34 – SUB-CONSULTANTS

The City reserves the right to pre-approve all sub-consultants, if any, for any services performed under a resulting contract.



SECTION 35 - SPECIAL CONDITIONS

IN THE EVENT OF A CONFLICT BETWEEN THE GENERAL CONDITIONS LISTED ABOVE THIS SECTION AND THESE SPECIAL CONDITIONS, THESE SPECIAL CONDITIONS SHALL GOVERN.

1. Contracts funded in whole or in part by federal funding are also subject to the requirement at 2 C.F.R. § 200.321 that all necessary affirmative steps be taken to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. A list of labor surplus areas is provided at the Department of Labor's website at <https://doleta.gov/programs/lisa.cfm>. Accordingly, where subcontractors are used, contractors must take the following affirmative steps:
 - 1.1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - 1.2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - 1.3. 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;
 - 1.4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 - 1.5. 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

2. LEGAL REQUIREMENTS

- 2.1. Each firm must comply with all federal, state, and local laws, ordinances, policies, rules and regulations that are applicable to this RFQ and the work to be performed under the Agreement. These legal requirements include, but are not limited to, 2 C.F.R. §§ 200.318 through 200.327, all applicable Federal contract provisions as set forth in **Exhibit I and its Addendum, if applicable**, the City's Purchasing Code and applicable policies, and any and all requirements set forth in all applicable grants (including any amendments) or required thereunder. The successful firms agree to be bound by the terms of the applicable grants, and all applicable local, state and federal laws and regulations. A firm's lack of knowledge about the applicable laws or grants shall not be grounds for relief from such laws or constitute a defense against the enforcement of such laws.
- 2.2. By submitting qualifications in response to this RFQ, the firm represents that it is familiar with all federal, state, and local laws, ordinances, policies, rules and regulations, and grant requirements that are applicable to the services required under this RFQ. If a firm discovers any provision in this RFQ that is contrary to or inconsistent with any law, ordinance, rule, regulation, or grant provision, the firm shall promptly report it to the City Manager.
 - 2.2.1. The awarded firm(s) shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for a minimum of five years after completion of the contract. The City shall have access to all records, documents, and information collected and/or maintained by others in the course of the administration of the contract. This information shall be made accessible at the firm's local place of business to the City, and applicable state and federal authorities for purposes of inspection, reproduction, and audit without restriction. If records are unavailable locally, it shall be the firm's responsibility to ensure that all required records are provided to the City and others at the firm's sole expense. This provision is meant to be read in addition to record retention requirements found at Exhibit I.

3. Cone of Silence

A cone of silence is hereby imposed and made applicable to this RFQ. "Cone of Silence" means a prohibition on any non-written communication regarding this RFQ between any firm or firm's representative and any City employee. The Cone of Silence is in effect as of the submittal advertisement. The provisions of this Cone of Silence shall not apply to oral communications at any public proceeding, discussions or oral presentations before the City Manager/Evaluation Committee, and contract negotiations during any public meeting. The Cone of Silence shall terminate at the time that the City Commission awards or approves a contract, rejects all qualifications or otherwise takes action which ends the solicitation process. A firm's representative shall include but not be limited to the firm's employee, partner, officer, director or consultant, lobbyist, or any, actual or potential subcontractor or consultant of the firm.



4. Lobbying

- 4.1. By submitting their Professional Qualifications, each firm certifies that to the best of his or her knowledge and belief:
- 4.2. No Federal appropriated funds have been paid or will be paid, by or on behalf of the firm, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- 4.3. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the firm shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."
- 4.4. The firm shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose accordingly.
- 4.5. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 4.6. If the firm is unable to certify to any of the statements in this certification, such firm shall attach an explanation to its qualifications. Any such explanation or a violation of this requirement may cause the firm to be disqualified and prohibited from participating further in the RFQ process. The Firm shall complete the Certification regarding Lobbying attached hereto as **Exhibit H** (and incorporated herein).

5. Debarment

By submitting a Letter of Interest and Professional Qualifications, each firm, on behalf of it and its principals, certifies that to the best of its knowledge and belief, that it and its principals:

- 5.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or Board.
- 5.2. Have not within a three-year period preceding this qualifications been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 5.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any offenses enumerated in subparagraph ii of this section.
- 5.4. Have not within a three-year period preceding this qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.
- 5.5. If the firm is unable to certify to any of the statements in this certification, such firm shall attach an explanation to its qualifications. Any such explanation or a violation of this requirement may cause the firm to be disqualified and prohibited from participating further in the RFQ process. The Firm shall complete the Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion attached hereto as **Exhibit G** (and incorporated herein).



EXHIBIT 1

FEDERALLY REQUIRED CONTRACT PROVISIONS

These Federal Contract Terms are hereby incorporated herein and made a part of this RFQ and Contract with the City of Belle Glade (the "City"):

The term "Contractor", as used throughout this document shall mean the Contractor, Provider, Consultant, etc., as applicable with respect to the Contract or Agreement.

The term "Contract" as used throughout this document shall mean the underlying contract or agreement, as applicable.

Contractor provides services that the City may require in the event of a hurricane or other disaster or that otherwise will likely be funded through Federal programs. Contractor acknowledges and agrees that in such event, the City may apply to the State of Florida or the federal government for funds which will be used to pay Contractor or reimburse the City for payments made to Contractor.

The Federal Emergency Management Agency (Federal Agencies) will only consider reimbursing contracts which contain the requisite Federal Agencies provisions. Contractor desires to be eligible to be awarded disaster work and be compensated through federal funds. The City and Contractor agree that with respect to any services or work performed or provided by Contractor or its subcontractors under the Contract arising or related to a disaster event, the provisions set forth in this Exhibit (including Form FHWA-1273) (collectively, the "Federal Agencies Requirements") shall apply. The Federal Agencies Requirements shall only modify the Contract upon the provision by Contractor of work or services required as a result of a disaster or otherwise funded by Federal Agencies. The terms and conditions of the Contract and the Federal Agencies Requirements should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Contract and the Federal Agencies Requirements, the Federal Agencies Requirements shall govern and prevail.

- A. Contracts to received funding derived from federal grants must comply with federal guidelines. The federal funds appropriated by Federal Agencies will be administered through the State of Florida.
- B. In the event of a conflict between the Federal Agencies Requirements listed in this Exhibit and other provisions of the Contract, the Federal Agencies Requirements will govern and prevail.
- C. Payment. Payment shall be based on the unit rates/hourly rate prices pursuant to the Contract Fee Schedule. Contractor shall submit invoices covering no more than a 30 day period.
- D. Additional Remedies. In addition to any other remedies provided for in the Contract or to which the City may be entitled at law or in equity, in the event of a breach or violation of the Contract by Contractor, Contractor may be disqualified from consideration for the award of additional contracts from the City, including but not limited to contracts related to disaster relief or recovery.
- E. Termination for Convenience. The City may terminate this Contract at its convenience with or without cause upon written notice of termination to Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances shall the City be liable to Contractor for lost profits or overhead for work, materials or services not performed or delivered to the City.
- F. Termination for Cause. If Contractor defaults under the Contract, the City may either terminate this Agreement, withhold or suspend payment of all or any part of a request for payment, or allow Contractor to cure the default, if it deems doing so is in the City's best interest. The City's right to terminate the Contract and to withhold or suspend payment are cumulative of all rights and remedies which exist now or in the future.



G. No Obligation by the Federal Government
(Applicable to all Federal Agencies contracts)

- (1) Absent the express written consent by the Federal Government, the Federal Government or Federal Agencies is not a party to the Contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by Federal Agencies. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

H. Access to Records
(Applicable to all Federal Agencies contracts)

- (1) The Contractor agrees to provide the City, State, Federal Agencies, the Comptroller General of the United States, any other Funding Agency, or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.
- (2) 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.
- (3) The Contractor agrees to provide the Federal Agencies Administrator (or other Federal agency equivalent) or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) The Contractor agrees to maintain all books, records, accounts and reports required under the Contract for a period of not less than three (3) years after the date of termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case Contractor agrees to maintain same until the City, the State, Federal Agencies, the Comptroller General, any other Funding Agency, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- (5) In compliance with the Disaster Recovery 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 Federal Agencies Administrator or the Comptroller General of the United States.

I. Procurement of Recovered Materials
(Applicable to all Federal Agencies contracts, Appendix II, K; 2 CFR 200.322)

- (1) 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—
 - (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, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.



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

J. DHS Seal, Logo and Flags
(Applicable to all Federal Agencies contracts)

The Contractor shall not use the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials without specific Federal Agencies approval.

K. Compliance with Federal Law, Regulations, and Executive Orders
(Applicable to all Federal Agencies contracts)

This is an acknowledgement that Federal Agencies financial assistance will be used to fund the Contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, Federal Agencies policies, procedures, and directives as applicable, including but not limited to:

1. The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 USC Sec. 5121, et. seq.
2. Resource Conservation and Recovery Act
3. National Historic Preservation Act
4. Mandatory Standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act

L. Fraud and False or Fraudulent or Related Acts
(Applicable to all Federal Agencies contracts)

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

M. Indemnity of Funding Entities.
(Applicable to all Federal Agencies contracts)

Contractor hereby agrees to indemnify and hold harmless the State of Florida, the Government of the United States of America (including but not limited to Federal Agencies and the Federal Highway Administration) and the City and their officers, agents, employees and elected officials from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and appeal, and for the preparation of same arising out of Contractor's, its officers, agents, employees and subcontractors' acts or omissions associated with this Contract.

N. Performance and Payment Bonds.
(Applicable to all Federal Agencies contracts)

If not already required under the Contract, and if requested by the City, the Contractor shall, prior to the commencement of operations, furnish a Performance and Payment Bond, executed by a surety company authorized to do business in the State of Florida, in the amount of the estimated contract value, which bond shall be conditioned upon the successful completion of all work, labor, services and materials to be provided and furnished under the contract and the payment of all subcontractors, materials and laborers. Said bonds shall be subject to the approval by the City.

O. Equal Employment Opportunity



(Applicable to All Federal Agencies Construction Contracts)

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

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

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided 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.

P. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
(Applicable to All Federal Agencies Contracts and Subcontracts; Executive Order 12549, Executive Order 12689, 2 CFR Part 180; 2 CFR Part 3000)

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. 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, as laid out in Exhibit G, is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida or 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 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Q. Clean Air Act and the Federal Water Pollution Control Act
(Applicable to Contracts in Excess of \$150,000)

Clean Air Act

- (1) 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.



- (2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Federal Agencies.

Federal Water Pollution Control Act

- (1) 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.
- (2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Federal Agencies.

R. Certification Regarding Use of Contract Funds for Lobbying

(Byrd Anti-Lobbying (31 USC s. 1352)--Applicable to contracts in excess of \$100,000. 2 CFR Part 200, Appendix II)(1)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification as set out in Exhibit H of this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier 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.

S. Contract Work Hours and Safety Standards Act

(Applicable to all Federal Agencies contracts in excess of \$100,000 that involve the employment of mechanics or laborers; 29 CFR Part 5; 2 CFR Part 22, Appendix II, E)

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the 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 the 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 \$27 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 other 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 (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 (1) through (4) of this section.

T. Domestic Preferences for Procurements

- (i) As appropriate, and to the extent consistent with law, 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.
- (ii) For purposes of this clause:
- a. *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.
 - b. *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.

U. 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 Federal Agencies Policy 405-143-1, Prohibitions on Expending Federal Agencies 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.

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



V. License and Delivery of Works Subject to Copyright and Data Rights

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.

W. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

If contractor intends to subcontract any portion of the work covered by this contract, it must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. 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; and
- (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.

X. Subcontracts.

To the extent applicable, the Contractor shall cause the inclusion of the provisions of this Exhibit in all subcontracts.

Y. Other required provisions. Contractor agrees to comply with any and all federally required contract provisions, including but not limited to those referenced above. If Coronavirus State and Local Fiscal Recovery Funds (SLFRF), as administered under the American Rescue Plan Act (ARPA), are used in any one or more of the City Projects, then Addendum 1 to this Exhibit shall apply.



ADDENDUM 1 TO EXHIBIT I

AMERICAN RESCUE PLAN ACT (ARPA)

Notice: If a City Project is funded using federal assistance by the US Department of Treasury under the American Rescue Plan Act ("ARPA"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021), through the Coronavirus State and Local Fiscal Recovery Fund (SLFRF), this Addendum, in addition to the Federal terms included at Exhibit I, applies to any procurement document and resulting contract.

The following terms and conditions apply to you as a consultant of the City (referred to as Contractor), according to the applicable ARPA grant documents, its implementing regulations, and as otherwise established by the Treasury Department.

1. Contractor acknowledges that federal financial assistance will be used to fund all or a portion of this Agreement, and that it shall comply with all applicable federal law, regulations, executive orders, federal policies, procedures and directives, including without limitation **31 C.F.R. part 35 as well as requirements of section 603 of the Social Security Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.** Federal regulations applicable to this funding include, without limitation, the following:
 - a. American Rescue Plan Act of 2021, Subtitle M-Coronavirus State and Local Fiscal Recovery Funds ("SLFRF"), SLFRF Interim and Final Rules as implemented by Secretary of the Treasury, and any subsequently issued guidance applicable to SLFRF funding.
 - b. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - c. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - d. Reporting Sub-award and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - e. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - f. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - g. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - h. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - i. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.



- j. Generally applicable federal environmental laws and regulations.
2. **Period of Performance.** Contractor agrees that the Period of Performance of this Agreement will in no event result in the provision of services beyond December 31, 2026. As set forth in Treasury's implementing regulations, the funds may be used to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024, although funds may be expended through December 31, 2026.
3. **Reporting.** Contractor agrees to assist the City with complying with all reporting requirements established by Treasury as they relate to this project, including financial, performance, and compliance reporting as described in the latest version of *Coronavirus State and Local Fiscal Recovery Funds Guidance on Recipient Compliance and Reporting Responsibilities* published by Treasury and available at <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf> ("Treasury Reporting Guidance").
- a. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied.
 - b. Reporting must be consistent with the definition of expenditures in 2 C.F.R. § 200.1.
 - c. Contractor must appropriately maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with the appropriate accounting standards and principles.
 - d. Contractor must establish controls to ensure completion and timely submission of all mandatory performance and/or compliance reporting.
 - e. Contractor must provide the City with the information necessary for the City to produce and submit a quarterly Project and Expenditure Report to Treasury.
 - f. **Due Dates.** Project Expenditure Reports are due from the City to Treasury on April 30, July 31, October 31, and January 31, beginning April 30, 2022 through October 31, 2026, with a final report due March 31, 2027. In order for the City to meet these deadlines, Contractor must provide the required information to the City for inclusion in the report no later than 15 calendar days prior to the City's deadline. For each project, the Contractor shall provide, as applicable, the following:
 - i. Contractor identifying and demographic information (e.g., DUNS number and location).
 - ii. Award number (e.g., Agreement number, Loan number).
 - iii. Award date, type, amount, and description.
 - iv. Award payment method (reimbursable or lump sum payment(s)).
 - v. For loans, expiration date (date when loan expected to be paid in full).
 - vi. Primary place of performance.
 - vii. Related project name(s).
 - viii. Related project identification number(s) (created by the City).
 - ix. Period of performance start date.
 - x. Period of performance end date.
 - xi. Quarterly obligation amount.
 - xii. Quarterly expenditure amount.
 - xiii. Project Name and Description (projects should be defined to include only closely related activities directed toward a common purpose; project descriptions must describe the project in sufficient detail to provide understanding of the major activities that will occur and will be required to be between 50 and 250 words).
 - xiv. Additional programmatic performance indicators for select Expenditure Categories as indicated in Treasury's Reporting Guidance, as laid out in the Treasury Compliance and Reporting Guidance, Part 2, Subsection B.3.i.
 - xv. Contractor is responsible for providing any additional information as might be required under future changes to SLFRF reporting requirements or subsequently issued policy adopted by the Department of Treasury, or as is required by the City, in its sole discretion.



4. Protections For Whistleblowers

- a. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

5. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury." Contractor will not create or issue publications pertaining to projects or programs under this contract without City pre-approval.

6. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

7. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

8. Notification of Termination (2 CFR § 200.340). In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the contractor's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The City will notify the contractor of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the contractor's rights upon termination and following termination.

9. Additional Lobbying Requirements.

- A. The Contractor certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement



procedures.

- C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Contractor is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

10. **Compliance with Assurances.** Contractor shall comply with all applicable assurances made by the City to the Federal Government during the Grant application process.

11. **Civil Rights Compliance.** Contractors receiving Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

12. **Equipment and Real Property Management.** Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the City. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

13. **SLFRF Infrastructure Projects.** For all infrastructure projects, Contractor must assist the City, as applicable, with providing the following project information on a quarterly basis to the Department:

- i. Projected/actual construction start date (month/year)
- ii. Projected/actual initiation of operation date (month/year)
- iii. Location details

14. **SLFRF *Infrastructure Projects Over \$10 Million.*** For infrastructure projects over \$10 million, the following provisions apply:

1. **Wage Certification.** Contractor must assist the City with providing certification that all laborers and mechanics employed on the project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If this information is not available, Contractor must assist the City with providing a project and substantiating employment and local impact report detailing:
 - i. The number of employees of contractors and sub-contractors working on the project;
 - ii. The number of employees on the project hired directly and hired through a third party;
 - iii. The wages and benefits of workers on the project by classification; and
 - iv. Whether those wages are at rates less than those prevailing.
2. **Project Labor Agreements.** The City may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If this information is not available, Contractor will assist the City with providing a project workforce continuity plan, detailing:
 - i. How the City will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;
 - ii. How the City will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
 - iii. How the City will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities;



- iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and
 - v. Whether the project has completed a labor agreement.
3. Other Reporting Requirements. The City must report whether the project prioritizes local hires and whether the project has a Community Benefit Agreement, with a description of any such agreement, if applicable. Contractor must assist City with providing this information, if applicable.

15. SLFRF Water & Sewer Projects. For water and sewer projects, Contractor must, to the extent practicable, assist the City with providing the following information to the Department once the project starts, as applicable:

- i. National Pollutant Discharge Elimination System (NPDES) Permit Number, for projects aligned with the Clean Water State Revolving Fund
- ii. Public Water System (PWS) ID number, for projects aligned with the Drinking Water State Revolving Fund.

16. Disclaimer. The United States expressly disclaims any and all responsibility or liability to the City, Contractor, or third persons for the actions of the City, Contractor, or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award. The acceptance of this award by the City and the contract executed between the City and Contractor does not in any way establish an agency relationship between the United States and the City or Contractor.



SECTION 36 - SUBMITTAL PACKAGE

SUBMITTAL FORM COVER PAGE CHECKLIST; THIS SHOULD BE THE FIRST PAGE OF YOUR SUBMITTAL

RFQ NAME: _____

RFQ NO: _____

COMPANY NAME: _____

PHONE NO: _____

- | | | |
|--|-----|---|
| | 1. | Submit One (1) Original, One (1) Flash Drive + Fifteen (15) photo copies of this submittal |
| | | Bid Form/Bid Submittal Certification: Carefully read all Bid Documents, and properly complete the Bid Form and execute the certification. <i>(Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)</i> |
| | 2. | |
| | 3. | Qualification Statement: Complete and sign the Bidder's Qualification Statement. <i>(Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)</i> |
| | 4. | Letter of Transmittal |
| | 5. | Attachment A Non-Collusion Affidavit |
| | 6. | Attachment B Public Entity Crime Statement |
| | 7. | Attachment C Drug Free Workplace form |
| | 8. | Attachment D Truth in Negotiations Affidavit |
| | 9. | Attachment E Conflict of Interest Form |
| | 10. | Attachment F Scrutinized Companies Certification Form |
| | 11. | Attachment G Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion |
| | 12. | Attachment H Certification Regarding Lobbying |
| | 13. | Attachment I Affidavit of Compliance With Foreign Entity Laws |
| | 14. | Attachment J Proposer Certification and Signature Page |



Submit this portion of the Request for Qualifications as your firm's Qualifications Package. Complete the following information exactly as shown including numbering and tabbing sections. This information is vital for the City to rate your firm, as your evaluation and ranking will be based on the information supplied below along with any other information required by the City.

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by the City in awarding the contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the City to reject the qualifications package, and if after the award, to cancel and terminate the award and/or contract.

Responses to Tab #'s 1-10 should not exceed 50 pages. Points may be deducted for Responses that exceed fifty (50) pages. Insurance Forms, City Forms and Licenses are not included in the page count.

TAB #1 **Consultant Profile:** Complete the following Information

- 1.1. If a corporation, complete the following:
 - 1.1.1. Firm name, address, and phone number: (specify if different than parent company)
 - 1.1.2. Address of proposed office in charge (including Phone No. And Fax No., **email address**)
 - 1.1.3. Type of firm: corporation, individual, other; If corporation, complete the following:
 - 1.1.4. Date incorporated
 - 1.1.5. State of incorporation
 - 1.1.6. Date authorized to do business in Florida
 - 1.1.7. President, Vice President, Secretary
 - 1.1.8. Authorized representative, phone, fax and email
 - 1.1.9. Federal Employers Identification Number
- 1.2. If partnership, complete the following:
 - 1.2.1. Firm name, address, and phone number: (specify if different than parent company)
 - 1.2.2. Address of proposed office in charge (including Phone No. And Fax No., email address)
 - 1.2.3. Date organized, Type: General, Limited
 - 1.2.4. Names and addresses of Partners
 - 1.2.5. Authorized representative, phone, fax and email
 - 1.2.6. Federal Employers Identification Number
- 1.3. Do you have a job cost account system?
- 1.4. If yes, answer the following:
 - 1.4.1. Does the system separate and accumulate direct and indirect costs (both labor and expenses)?
 - 1.4.2. Individual job cost ledgers maintained by job to support direct costs as accumulated in the general ledger?
 - 1.4.3. Is subsidiary job cost reconciled on a regular basis with the general ledger?
 - 1.4.4. Are time and expense reports utilized in the separation of direct and indirect costs?
- 1.5. Insurance
 - 1.5.1. Submit under Tab #13
 - 1.5.2. Submit proof of all insurances, Liability, Auto, Workers Comp, etc.
 - 1.5.3. Submit number and amount of claims currently against this insurance
- 1.6. What will be your turnaround time for written responses to City inquiries?
- 1.7. How much advance notice do you need to appear at the City for meetings?



1.8 List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past ten (10) years. Include in the description the disposition of each such petition.

1.9 List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last ten (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

1.10 List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants. Include all case and docket numbers, dates in question, case name.

1.11 Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details including Vendor number, date suspended/convicted, agency involved. Please note number 1.11.1

1.11.1 Public Entity Crimes: Pursuant to F.S. 287.133 as amended: 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 public work, may not submit qualifications 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 F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.11.2 The City will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in U.S.C. Section 1324a (e) [Section 274A9e) of the Immigration and Nationality Act (INA)]. The City shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such a violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the City.

1.12 Is the firm a Certified Minority Women's Business Enterprise status as defined by Florida Small and Minority Business Act of 1985? If yes, you must include your state certificate showing the firm's status under Tab#12.

Yes ☐

No ☐

1.13 If applicable: I have received addenda # _____ through addenda# _____.

TAB #2 Letter of Transmittal:

Provide a statement addressing why your firm would be in the best position to deliver the required services. (Limit to two (2) pages.)

Tab #3 Reference Check:

The City reserves the right to contact any of the firms listed in this RFQ or to call any entity to check past performance whether listed in the submittal or not.



TAB #4 Recent/Current/Projected Workload-Staff Adequacy (LIST FOR APPLICANT FIRM'S OFFICE IN CHARGE, ADD LINES AD NEEDED).

Specify Number of Staff as follows:

Design Professionals: Specification Writers Other Licensed Personnel

Lead Draftspersons: Designers

	Project	Total Contract Fee	Percent Completed	Total Remaining Fees to be Paid to Firm	Uncompleted Amount of Contract
1.					
			Totals		
Total number of professional and technical staff including licensed personnel, design professionals, lead draftspersons, specification writers and designers					
Total \$ Per staff					

List for each project currently under contract whether work has started or not including contracts as a consultant to another firm

- 4.1 Total fee to the applicant firm for the project
- 4.2 Total fees remaining to be paid to the applicant firm
- 4.3 Specify number of professional and technical staff including licensed personnel, design professionals, lead draftspersons, specification writers and designers. Exclude staff drafters/CAD operators and consultants.
- 4.4 Divide the total fees remaining to be paid by the number of professional and technical staff listed in 4.3 and list on the form.

TAB #5 Prior City Work Awarded to Firm

List all work awarded to the firm during the past five (5) years.

	Project Name	Date Awarded	Contract Amount
	Total Contract Dollars Awarded		

TAB #6 Capabilities/ Specific Related Experience of the Firm:

List at least THREE (3) projects completed and/ or held specific or comparable to this project. Indicate:

- 6.1 Client Name, contact person and title, address, telephone number, fax number and email address
- 6.2 Description of the project including project starting and ending dates
- 6.3 Principal/Project Manager in Charge, licensing/ certifications, (if not included in Tab #6) various team positions
- 6.4 Whether your firm was the primary or subcontractor
- 6.5 Firm's Fee

List all design capabilities/disciplines offered by the firm in house.

TAB #7 Key Proposed Project Team Personnel:

Indicate the proposed project team key personnel for the applicant, consultants, and/or professional/technical staff. For each individual listed, show discipline(s) of licensure/training and City of residence. Also include when the team members are available to begin work on this project.



ALL KEY PROPOSED PROJECT TEAM PERSONNEL MUST BE THOSE WHO WORKED WITH THE PROJECTS LISTED IN TAB#8, PROJECT TEAM STAFFING EXPERIENCE PORTION OF THIS QUESTIONNAIRE.

TAB #8 Project Team Staffing Experience:

For each proposed team member list at least three (3) projects comparable and specific to this project. Indicate:

- 8.1 Position; Principal in Charge, Project Manager, various team positions
- 8.2 Client Name, contact person and title, address, telephone number and fax number
- 8.3 Project Description, your firms' scope of work, including project starting and ending Dates
- 8.4 Construction cost
- 8.5 Consultant staff member's specific tasks
- 8.5 Whether your firm was the primary or subcontractor
- 8.6 Change orders and the reasons why they were issued

Resumes or Standard Form (SF) 330/254/255 cannot be submitted as substitutes for Tab #6, Capabilities /Specific Related Experience of the Firm, TAB #7, Key Proposed Project Team Personnel: and Tab#8 Project Team Staffing Experience. Substitution of resumes or (SF) 330/255/254 for Tab #6, Specific Related Experience of the Firm, TAB #7,Key Proposed Project Team Personnel: and Tab#8 Project Team Staffing Experience section shall result in your Qualifications package being rejected as non-responsive.

TAB #9 Capacity and Commitment to Meet Time, Quality, and Budget Requirements

Demonstrate your firm's ability to help us meet our time, quality and budget requirements. Describe in detail and add exhibits if applicable:

- 9.1 Submit proof of the firm's financial capability to complete the proposed project. Acceptable Financial information are Audited or Certified financial statements no more than two (2) years old and should be submitted in a separate, sealed envelope or package and marked "**CONFIDENTIAL.**" **A COMPILATION IS NOT ACCEPTABLE AND SHALL CAUSE YOUR SUBMITTAL TO BE REJECTED AS NON-RESPONSIVE.**
- 9.2 Submit a timeline including deliverables for the project beginning from the execution of the Agreement to full completion.
- 9.3 **DO NOT INCLUDE ANY PRICING.**
- 9.4 Describe the firm's regulatory agency experience and anticipated interaction for this development.

Tab#10 Overall Understanding and Methodology:

Demonstrate your firms understanding of the project and the firm's ability to perform the project. Address the following areas and any other related scope issues that you consider relevant.

- 10.1. What are the factors your firm may consider necessary to investigate to meet our project needs. Eg. Quality control,
- 10.2. The systems, tools, and techniques that your firm would utilize to meet our time, quality, and budget requirements during design and construction phases.
- 10.3 Other relevant factors.
- 10.4. DO NOT INCLUDE ANY PRICING.**

TAB#11 Required Executed forms (ALL FORMS ARE INCLUDED IN THIS DOCUMENT)

All of the following forms must be executed and included in your step 1 submittal package or your submittal may be considered non –responsive.

- 11.1 Attachment A Non-Collusion affidavit
- 11.2 Attachment B Public Entity Crime Statement
- 11.3 Attachment C Drug Free Workplace Form
- 11.4 Attachment D Truth-In-Negotiation Certificate and Affidavit
- 11.4 Attachment E Conflict of Interest Form
- 11.5 Attachment F Scrutinized Companies Certification Form
- 11.6 Attachment G Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- 11.7 Attachment H Certification Regarding Lobbying
- 11.9 Attachment I Affidavit of Compliance with Foreign Entity Laws



11.10 Attachment J Proposer Certification and Signature Page (**Mandatory rejection if not included and executed**).

TAB #12 **Additional Attachments: (Not included in the page count)**

Insert all required attachments here; Licenses, certifications, insurances, signature page, etc.

13.1 NOTE: For the APPLICANT FIRM ONLY:

- 13.1.1 Attach a copy of the current Florida Division of Professional Regulation License(s)/ registration with the appropriate Commission(s) for your firm and each of the license numbers listed in Tab #3.
- 13.1.2 Submit your State of Florida proof of incorporation with non-dissolution statement
- 13.1.3 If not a corporation, submit a copy of your State of Florida Division of Corporations form showing your State registration or your license if you are a sole proprietorship.
- 13.1.4 Submit project office business tax receipt.
- 13.1.5 Minority/Women's Business Certification

**ATTACHMENT "A"****NON-COLLUSION AFFIDAVIT**

STATE OF FLORIDA

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

1. PROPOSER is the _____,
(Owner, Partner, Officer, Representative or Agent)
2. PROPOSER is fully informed respecting the preparation and contents of the attached qualifications package and of all pertinent circumstances respecting such qualifications.
3. Such Qualification Package is genuine and is not a collusive or sham Proposal.
4. Neither the said PROPOSER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any PROPOSER, firm, or person to fix the price or prices in the attached Qualification Package or any other PROPOSER, or to fix any overhead, profit, or cost element of the RFQ Price or the RFQ Price of any other PROPOSER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against COUNTY, or any person interested in the proposed Contract;
5. The price of items quoted in the attached Qualification Package are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any other of its agents, representatives, owners, employees or parties in interest.

By _____

Sworn to and subscribed before me on this _____ day of _____, 20____ by _____

_____ who ☐ is personally known to me or who ☐ has presented the following type of identification: _____

_____.

Signature of Notary Public, State of Florida_____
Notary seal (stamped in black ink)

OR

Printed, typed or stamped name of Notary and Commission Number

() DID take an oath, or () DID NOT take an oath.

**ATTACHMENT B****SWORN STATEMENT ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. 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 any agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an 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.
2. 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 the 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, nonjury trial, or entry of a plea of guilty or nolo contendere.
3. 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 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 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.
4. 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.
5. Based on information and belief, the statement that 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 officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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)

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me on this _____ day of _____, 20____ by _____

_____ who ☐ is personally known to me or who ☐ has presented the following type of identification: _____

Signature of Notary Public, State of Florida

Notary seal (stamped in black ink)

OR

Printed, typed or stamped name of Notary and Commission Number

**ATTACHMENT C****DRUG FREE WORKPLACE CERTIFICATION**

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). 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, and 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 five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.
7. Your firms Drug-Free Workplace Policy must be attached to this executed form and submitted with the Bid Documents.

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

PROPOSER'S Signature

(Print or Type Name)

**ATTACHMENT D****TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT**

STATE OF FLORIDA §
COUNTY OF PALM BEACH §

Before me, the undersigned authority, personally appeared affiant _____,
who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive an agreement for professional services with the City OF Belle Glade, Palm Beach County, Florida.

2. That the undersigned firm is a corporation which engages in furnishing professional architect and engineering services and is entering into an agreement with the City of Belle Glade, Palm Beach County, Florida to provide professional services for a project known as RFQ #_____, _____.

3. That the undersigned firm has furnished the City of Belle Glade, Palm Beach County, Florida, a detailed analysis of the cost of the professional services required for the project.

4. That the wage rate information and other factual unit cost, which the undersigned firm furnished, were accurate, complete and current at the time the undersigned firm and the City of Belle Glade entered into the agreement for professional services on the project.

5. That the agreement which the undersigned firm and the City of Belle Glade entered into on this job contained a provision that the original agreement price and any additions thereto shall be adjusted to include any significant sums by which the City of Belle Glade determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit cost and that all such agreement adjustments shall be made within one (1) year following the end of the agreement.

FURTHER AFFIANT SAYETH NAUGHT

Name of Firm

By: _____
President

The foregoing instrument was acknowledged before me by _____
who has produced _____ as identification or is personally known to me.

WITNESS my hand and official seal in the State of County last aforesaid this _____ day of
_____, 20____.

(SEAL)

Signature

Notary Name (typed or printed)

Title or Rank

**EXHIBIT "E"****CONFLICT OF INTEREST STATEMENT**

This Request for Qualifications is subject to the conflict of interest provisions of the policies and Code of Ordinances of the City of Belle Glade, the Palm Beach County Code of Ethics, and the Florida Statutes. The Offeror shall disclose to the City of Belle Glade any possible conflicts of interests. The Offeror's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the CITY OF BELLE GLADE.

CHECK ALL THAT APPLY.

☐ To the best of our knowledge, the undersigned business has NO potential conflict of interest for this RFQ due to any other clients, contracts, or property interests.

☐ To the best of our knowledge, the undersigned business has NO potential conflict of interest for this RFQ as set forth in the policies and Code of Ordinances of the City of Belle Glade, as amended from time to time.

☐ To the best of our knowledge, the undersigned business has NO potential conflict of interest for this RFQ as set forth in the Palm Beach County Code of Ethics, as amended from time to time.

☐ To the best of our knowledge, the undersigned business has NO potential conflict of interest for this RFQ as set forth in Chapter 112, Part III, Florida Statutes, as amended from time to time.

IF ANY OF THE ABOVE STATEMENTS WERE NOT CHECKED, the undersigned business, by attachment to this form, shall submit information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR RESPONSE OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, IF ONE IS ENTERED INTO.

Company

Authorized Signature

Printed Name, Title

**ATTACHMENT "F"****SCRUTINIZED COMPANIES CERTIFICATION FORM**

By execution below, I, _____, on behalf of _____
(hereinafter, the "Proposer"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Proposer has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Proposer is not on the Scrutinized Companies that Boycott Israel List nor is the Proposer engaged in a boycott of Israel.
3. If awarded a contract, the Proposer agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Proposer agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Proposer is not on the Scrutinized Companies with Activities in Sudan List.
2. The Proposer is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Proposer is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Proposer agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
6. If awarded a contract, the Proposer agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

PROPOSER:

By: _____ Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before this _____ day of _____, 20____, by _____, who is the _____ of _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

Printed Name of Notary _____

My Commission expires: _____



EXHIBIT G CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER-TIER COVERED TRANSACTIONS

"Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities." (2 CFR 200.212)

This certification is required by regulations implementing Executive Order 12549, Debarment and Suspension, for all lower-tier transactions meeting the threshold and tier requirements. (2 CFR 180.300)

Terms Defined

- *Nonprocurement Transaction:* A transaction under federal non-procurement programs, which can be either a primary covered transaction or a lower-tier covered transaction. (2 CFR 180.970)
- *Lower-Tier Covered Transaction:* (1) Any transaction between a participant and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; (2) any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed \$25,000; (3) any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount
- *Participant:* Any person who submits a proposal for or who enters into a covered transaction, including an agent or representative of a participant. (2 CFR 180.980)
- *Principal:* An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or a consultant or other person, whether or not employed by the participant or paid with federal funds, who (1) is in a position to handle federal funds; (2) is in a position to influence or control the use of those funds; or (3) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. (2 CFR 180.995)
- *System for Award Management (SAM) Exclusions:* The list maintained and disseminated by the General Services Administration (GSA) containing names and other information about persons who are ineligible. (2 CFR 180.945).
- *Debarment:* Action taken by a debarring official to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1). A person so excluded is debarred. (2 CFR 180.925)
- *Suspension:* Action taken by a suspending official that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 CFR 180.1015)
- *Ineligible or Ineligibility:* A person or commodity is prohibited from covered transactions because of an exclusion or disqualification. (2 CFR 180.960)
- *Person:* Any individual, corporation, partnership, association, unit of government, or legal entity, however organized. (2 CFR 180.985)
- *Proposal:* A solicited or unsolicited bid, application, request, invitation to consider, or similar communication by or on behalf of a person seeking to participate or to receive a benefit, directly or indirectly, in or under a covered transaction.
- *Voluntary Exclusion:* A person's agreement to be excluded under the terms of a settlement between the person and one or more agencies. Voluntary exclusion must have governmentwide effect. (2 CFR 180.1020)
- *Voluntarily Excluded:* The status of a person who has agreed to a voluntary exclusion. (2 CFR 180.1020)



INSTRUCTIONS FOR CERTIFICATION

1. By signing or certifying and submitting this application, the prospective lower-tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower-tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by signing or certifying and submitting this application that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by signing or certifying and submitting this application that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the non-procurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion— Lower-Tier Covered Transactions

1. The prospective lower-tier participant certifies, by signing or certifying and submitting this application, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.



2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Contract Number_____

Contractor Name

Name

Title

Signature

Date_____

**Exhibit H****CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The firm shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Firm Name

Signature of Firm's Authorized Official

Name and Title of Contractor's Authorized Official

Date

**ATTACHMENT I****AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS**

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: §§ 287.138(2)(a), and 287.138(4)(a) Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes) 287.138(4)(a) Florida Statutes)
3. Entity is not organized under the laws of and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), 287.138(4)(a) Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2) and 288.007(3), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2) and § 288.007, Florida Statutes)
6. *(Only applicable if purchasing real property)* Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1) and 692.203(6)(a)1, Florida Statutes)
7. *(Only applicable if purchasing real property)* Entity is in compliance with all applicable requirements of Sections 692.202, (purchase of agricultural land), 692.203, (purchase of real property on or around military installations or critical infrastructure facilities), and 692.204, (purchase or acquisition of real property by the People's Republic of China), Florida Statutes. (Source 692.202(5)(a)2, 692.203(6)(a)2 Florida Statutes.
8. *(Only applicable if purchasing real property)* Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes).
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20____

Signed: _____

Entity: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____

State of Florida at Large (Seal)

Print Name: _____

My commission expires: _____

**ATTACHMENT J****PROPOSER CERTIFICATION AND SIGNATURE PAGE**

The undersigned attests to his (her, their) authority to execute this submittal and to bind the firm(s) herein named to perform as per agreement. Further, by signature, the undersigned attests to the following:

1. The Proposer is financially solvent and sufficiently experienced and competent to perform all the work required of the Proposer in the Contract.
2. The facts stated in the Proposer's response pursuant to this Request for Qualifications are true and correct in all respects.
3. The Proposer has read and complied with, and submits their qualifications agreeing to all the requirements, terms and conditions as set forth in the Request for Qualifications.
4. Proposer certifies that he or she has not divulged, discussed, or compared his or her submittal with other proposers and has not colluded with any other proposer or parties to a submittal whatsoever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation will result in one or more of the following: cancellation, return of materials (as applicable) and the removal of the Proposer from the City vendor list(s).
5. **Proposer understands that if a team is short listed and selected to be interviewed and /or to make oral presentations to the EC and/or the Commission, only the team members evaluated in the written submissions may present or be interviewed. The firm principal can accompany the team, and if not a team member, introduce the team. Any changes to the team at the oral presentations/interviews shall result in that team's disqualification.**
6. The undersigned certifies that if the firm is selected by the City, the firm will not withdraw their qualifications submittals for a period of ninety (90) days after qualification closing and will negotiate in good faith to establish an agreement.
7. Proposer understands that all information listed above may be checked by the City and Proposer authorizes all entities or persons listed in this Request for Qualifications submittal to answer all questions. Proposer hereby indemnifies the City and the persons and entities listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.
8. The offeror and its proposal are subject to all terms and conditions specified herein with no exceptions unless authorized in writing by the City;
9. The proposal constitutes an offer to the City which shall remain open, irrevocable and unchanged for one hundred and twenty (120) days after proposal opening and will negotiate in good faith to establish a Lease Agreement;
10. That the offeror shall indemnify, defend and hold harmless the City, its officers, employees and agents from any and all claims, damages, causes of action or liability related to or arising from this RFQ;
11. That pursuant to § 287.133, Fla. Stat., the offeror is not a person or affiliate on the convicted vendor list subject to the prohibitions stated therein and may lawfully respond to this RFQ and may lawfully accept an award if selected; and,
12. Representations by Submittal of Qualifications. By submitting Qualifications, the firm warrants, represents, certifies, and declares that:
 - A. Person(s) designated as principal(s) of the firm are named and that no other person(s) other than those therein mentioned has (have) any interest in the proposal or in the anticipated contract.



- B. The Qualifications are submitted without connection, coordination or cooperation with any other persons, company, firm or party submitting Qualifications, and that the Qualifications are, in all respects, true and correct without collusion or fraud.
- C. The firm understands and agrees to all elements of the RFQ unless otherwise indicated or negotiated, and that the RFQ and all federally required contract provisions (see Exhibit I and Addendum I attached hereto and incorporated herein) shall become part of any contract entered into between the City and the firm.
- D. By signing and submitting Qualifications, firm certifies that it and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof (1) are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects and (2) are not in violation of any federal lobbying laws.
- E. Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted firm list maintained by the State of Florida may not submit Qualifications to the City for 36 months following the date of being placed on the convicted firm list. The firm certifies that submittal of its Qualifications does not violate this statute.
- F. Pursuant to section 287.135, Florida Statutes, the firm is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and the firm does not have business operations in Cuba or Syria.
- G. The firm recognizes and agrees that the City will not be responsible or liable in any way for any losses that the firm may suffer from the disclosure or submittal of its Qualifications to third parties.

Submitted on this _____ day of _____, 20_____.

Please check one: _____ Individual _____ Partnership _____ Non-incorporated Organization

Witness

Company

Witness

Signature

Printed

Printed Name, Title

(If a corporation, affix seal)

Incorporated under the laws of the State of (if applicable) _____.