



Mount Dora, FL 32757
510 N. Baker St.
City of Mount Dora
352-735-7126
clerk@mountdora.gov

COMMUNITY REDEVELOPMENT AGENCY BOARD

City Hall Council Chamber
510 N. Baker Street, Mount Dora, FL
September 17, 2024 at 6:00 PM

AGENDA

CALL TO ORDER

ROLL CALL

ACTION ITEM

1. Request for Approval of the Rankings for the Continuing Professional Consultant Services from RFQ 24-GS-013 for the Mount Dora Downtown Community Redevelopment Agency

OTHER BUSINESS

ADJOURNMENT

NOTICE: For purposes of Section 286.011, *Florida Statutes*, two (2) or more members of the City Council may be present at this meeting and this meeting may be considered a City Council meeting although no decision of the City Council will be made at this meeting and the City Council shall comply with the requirements of controlling State law in every respect.

NOTICE: If any person decides to appeal any decisions made at this meeting with respect to any matter considered at this meeting, such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based. The City shall not make or perfect such a record. Section 286.0105, *Florida Statutes*.

NOTICE: In accordance with the Americans with Disabilities Act (“ADA”) and *Florida Statutes*, Section 286.26, persons with disabilities needing a reasonable accommodation to participate in a public hearing or meeting should contact the City of Mount Dora’s ADA Coordinator at least 48 hours prior to the proceeding. The ADA Coordinator may be contacted by phone at 352-735-7126, ext. 1111, or by email at clerk@cityofmountdora.com.

If hearing impaired, telephone the Florida Relay Service numbers (800) 955-8771 (TDD) or (800) 955- 8770 (Voice) for assistance.



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: September 17, 2024

TO: Honorable Chairperson and Board Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request for Approval of the Rankings for the Continuing Professional Consultant Services from RFQ 24-GS-013 for the Mount Dora Downtown Community Redevelopment Agency

Introduction:

This is a request for the Downtown CRA Board to approve the rankings for the Continuing Professional Consultant Services from RFQ 24-GS-013 for the Mount Dora Downtown Community Redevelopment Agency

Discussion:

Staff requests the Board approve the agreements from the final approved ranking in response to RFQ # 24-GS-013 – Professional Consultant Services. The RFQ was published on June 13, 2024 (Attachment #1). The RFQ opened on July 15, 2024, at 2:00 PM. The Evaluation Committee met on July 29, 2024, at 10:00 AM to discuss and score the proposals for this RFQ. The discussion was detailed, and the scoring was consistent. Based on the Committee scores, the proposals were ranked. The vendors were notified by Notice of Intent to Award (Attachment #2) based upon the Committee's scoring sheet/ranking document (Attachment #3). Attachment #1 on pages 5-15 of RFQ # 24-GS-013 lists the scope of services for all groups. There were 16 different service groups and a total of 81 times responsive proposals by 31 different firms. Based on the attached rankings, the Evaluation Committee recommends negotiating agreements with 18 different companies.

The Evaluation Committee recommends approval of these rankings and entering into agreements with these firms. The firms being recommended are:

Bentley Group, Inc.
CPH Engineering
Dredging & Marine Consultants
DRMP, Inc.
DSTENGINEERS, LLC
GAI Consultants
Halff Associates, Inc.

Kimley-Horn and Associates, Inc.
LandDesign
Mittauer & Associates, Inc.
Monarch Design Group
Neel-Schaffer, Inc
SEL Engineering Services, Inc
SGM Engineering, Inc
Southeastern Surveying and Mapping Corporation
TEAMWORKnet, Inc
Terracon Consultants, Inc
WGI, Inc

Some of these firms were selected in multiple service groups. Some of the firms only submitted for one service group, whereas some firms submitted for 11 service groups. The attached rankings sheets show how each firm ranked in each service category. These consultants fall under the Florida Consultants' Competitive Negotiation Act, which applies to projects with a total project value of \$7,500,000. Florida Statute

Budget Impact:

Professional service task orders will be developed in the future. Each City Department has created budget line items for services based on projects and current and future Capital Improvement Programs.

Strategic Impact:

Streamline the procurement process for ongoing professional service projects and expedite smaller City/CRA/Northeast CRA projects.

Recommendation:

The CRA Board approve ranking.

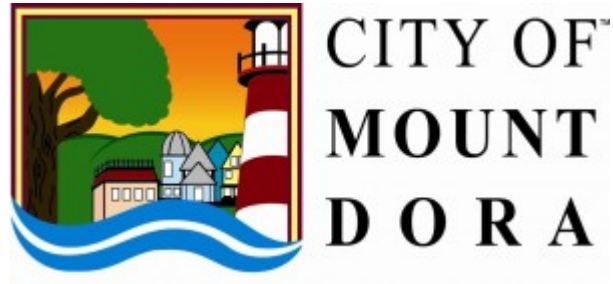
Attachment(s):

1. Attachment #1- RFQ 24-GS-013 PROFESSIONAL CONSULTANT SERVICES
2. Attachment #2- RFQ 24-GS-013 Professional Consultant Services- Notice of Intent to Award
3. Attachment #3- Master Score Sheet RFQ 24-GS-013

Prepared by:	Jeanann Hand, City Clerk	
Reviewed by:	Whitney Donovan, Purchasing Coordinator	Approved - 9/9/2024
	Adam Sumner, CRA Administrator	Approved - 9/10/2024
	Matthew Dodson, Budget Officer	Approved - 9/10/2024
	Rita Meade, Finance Director	Approved - 9/10/2024
	City Attorney, City Attorney	Approved - 9/11/2024
	Jeanann Hand, City Clerk	Approved - 9/11/2024
	Vince Sandersfeld, City Manager	Final Approval - 9/11/2024

Request for Qualification

NUMBER
RFQ# 24-GS-013



City of Mount Dora

CONTINUING PROFESSIONAL CONSULTANT SERVICES

Whitney Donovan
Purchasing Coordinator

LEGAL NOTICE

Notice is hereby given that the City of Mount Dora is accepting Sealed Qualifications to provide **PROFESSIONAL CONSULTANT SERVICES** under **RFQ#24-GS-013**. Qualifications will be electronically received until **2:00 p.m., July 15, 2024** by the Purchasing Department.

RFQ# 24-GS-013
“PROFESSIONAL CONSULTANT SERVICES”

A pre-submittal conference is not applicable for this solicitation.

The City of Mount Dora does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

This Public Notice has been posted on the City of Mount Dora’s website: www.demandstar.com, www.mountdora.gov and also posted in the Lobby of City Hall. All meetings related to this RFQ will be held in person unless otherwise noted.

Remainder of Page Left Intentionally Blank

NOTE: Electronic responses will be the only method allowed for Proposers to respond to this solicitation. **Electronic responses are to be provided via DemandStar only.** All submittals must be compatible with Microsoft Office 2007 or later. Bidding will be done through a secure locked box. Proposers can only view/submit their Bid and will not have access to any other Proposer's submittals. The Proposer's Bid may be changed at the Proposer's discretion until the due date and time have been reached at which time the Proposer will no longer change or have access to the electronic bid submittal. The City will then open the Bids. Proposers who are bidding for the first time are strongly encouraged to contact DemandStar by e-mailing questions to DemandStar at www.demandstar.com. All bids must be received by the date and time specified above, when they will be opened, via computer, and publicly read aloud. The bid time shall be scrupulously observed. The City shall not be responsible for delays or internet outages caused by any occurrence. The City website does not accommodate electronic responses to bids. Receipt of a bid in any other form does not satisfy this requirement. No exceptions will be made.

If you have obtained this document from a source other than directly from DemandStar by Onvia.com you are not on record as a plan holder. The Purchasing Department takes no responsibility to provide Addenda to parties not listed as plan holders. The Proposer is responsible for verifying they have received all Bid Addenda.

CAUTION: Proposers should take caution that the City is not responsible for any power outages or internet failures. It is suggested that you upload your response in adequate time to assure that it will post on the day prior to the closing date.

1) INTRODUCTION/OVERVIEW

A) Purpose/Objective

When applicable, this competitive solicitation is issued pursuant to Chapter 287.055 Florida Statutes, "Consultants' Competitive Negotiation Act" (CCNA), and 40 U.S. C. 1101-1104 (Brooks Act).

In accordance with the 40 USC Title 1101-1104 (Brooks Act) and the "Consultants Competitive Negotiation Act" (F.S. 287.055), the City of Mount Dora Finance Department (herein after, "City") has issued this Request for Qualifications (hereinafter, "**RFQ**"), as a joint solicitation on behalf of the City, the Community Redevelopment Area (CRA) and the Northeast Community Redevelopment Area (Northeast CRA), with the sole purpose and intent of obtaining Qualifications from interested and qualified firms offering to provide **PROFESSIONAL CONSULTANT SERVICES** in accordance with the specifications stated and/or attached herein/hereto. The successful proposer will hereinafter be referred to interchangeably as the "Consultant, Firm, or Respondent".

As is more fully explained in Section "6L" of this **RFQ**, an award, if made, will be made to the best overall proposer(s) whose submittal is most advantageous to the City, taking into consideration the evaluation factors set forth in this **RFQ**. The City will not use any other factors or criteria in the evaluation of the bids received.

B) Background

The City serves an area of 12.26 square miles with a population of approximately 17,129. The City's fiscal year begins on October 1st and ends on September 30th. The Finance Department

maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds in each department.

More detailed information on the government and its finances can be found in City of Mount Dora's Comprehensive Annual Financial Report for fiscal year **2022-2023** and in the City's Annual Budget for fiscal year **2023-2024**. Copies of these documents may be viewed on www.mountdora.gov. The City of Mount Dora is exempt from any and all state, local and federal taxes.

C) Inquiries

Direct questions related to this **RFQ** to Whitney Donovan, Purchasing Coordinator, and submit such questions in writing to: donovanw@mountdora.gov. Please include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly.

Proposers must clearly understand that the only official answer or position of the City will be the one stated in writing from donovanw@mountdora.gov. All questions asked, along with the answers rendered will be electronically distributed to firms registered for this solicitation and additionally posted on the City website (www.mountdora.gov) and on DemandStar (www.demandstar.com).

D) Method of Source Selection

The City is using the Competitive Sealed Qualifications methodology of source selection for this procurement, as authorized by Resolution 2021-107 establishing and adopting the City Purchasing Policy. Each Qualification will be reviewed to determine if the Qualification is responsive to the **RFQ**. Qualifications deemed to be non-responsive may be rejected without being evaluated by the Evaluation Committee appointed by the city manager, which shall be comprised of a minimum of three (3) City employees. The committee will make a recommendation to the City Council who will make the final selection(s). A responsive Qualification is one which has been signed and submitted by the specified Qualification deadline, and has provided the information required to be submitted with the Qualification. Poor formatting, poor documentation, incomplete or unclear information may be considered substandard submissions and may adversely impact the evaluation of a Qualification. Respondents who fail to comply with the required and/or desired elements of this **RFQ** do so at their own risk.

The City may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

E) Pre-Submittal Conference

A pre-submittal conference is not applicable for this solicitation.

A non-mandatory mandatory pre-proposal conference will be held on _____, commencing promptly at _____, and will be held in the Council Chambers, 510 North Baker Street, Mount Dora, Florida 32757.

If this pre-bid conference is denoted as "mandatory", prospective proposers must be present in order to submit a bid response.

F) Projected Timetable

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the RFQ process.

Event	Date
Advertise RFQ	June 13, 2024
Last Date for Receipt of Written Questions	June 24, 2024 4:00 PM
Addendum Issued (If Applicable)	July 1, 2024
RFQ Opening (via Zoom)	July 15, 2024 2:00 PM
Evaluation Committee to Shortlist	July 29, 2024 10:00AM
Shortlisted Firm Presentations/Interviews (if requested)	August 7, 2024 9:00 AM- 12:00 PM
Evaluation Committee to Recommend	August 7, 2024 12:15 PM
Notice of Recommendation	August 7, 2024
City Council Approval (anticipated)	September 3, 2024

All Evaluation Committee meetings and any applicable Presentations will be held in the City Council Boardroom located at City of Mount Dora City Hall, 510 N Baker Street, Mount Dora FL 32757 unless noted otherwise.

2) GENERAL DESCRIPTION - SPECIFICATIONS OR SCOPE OF WORK

Purpose

The City of Mount Dora, Florida (“City”) is seeking submittals from licensed, experienced and well-qualified firms or individuals for the as-needed provision of the listed professional services in accordance with the Scope of Services described in this **RFQ**. Services requested under this **RFQ** shall be provided, as requested, to the City, the Community Redevelopment Agency, and the Northeast Community Redevelopment Agency.

When applicable, proposer(s) and applicable personnel must be experienced and well-versed with various grant guidance to include, but not limited to, current FEMA and FHWA grant guidance, eligibility and management criteria and processes and all related applicable State, Local, and Federal regulations. If applicable, successful proposers shall be required to assist the City with any associated grant reimbursement activities.

A) Services to Be Provided

The Scope of Services comprises a description of the City’s anticipated needs for Professional Services for which this RFQ has been issued.

Qualified firms wishing to submit, **per group**, to this RFQ are responsible for providing all professional services described, whether directly or through sub-consultants. The City reserves the right to approve or disapprove any sub-consultants. This does not, however, limit the use of qualified sub-consultants.

It is the City's belief that the services are adequately described herein. Therefore, any contract that may result from this RFP shall be inclusive of the entire effort required to provide the services described. Specifically, no additional fees shall be allowed for any additional services arising for any reasons whatsoever accepting those directly attributable to the City's errors or omissions. A provision to this effect shall be included in any negotiated task authorization and associated master agreement(s).

B) Services

The scope of services that the City requires under this RFQ are based upon the City's current needs and anticipated future requirements. Requested services are on an as needed basis. Each proposal will be considered on its own merits, relative to the City's requirements as stated within the proposing group.

The services described include, but are not limited to, civil engineering, geotechnical, surveying and mapping, environmental, architectural, archeological and historical services, landscape architecture, utility inventory/location and other services as necessary to insure the completion of various City project(s). These additional services may be performed either in-house or through sub-consultants. All projects, at a minimum, will include deliverables in paper and electronic formats.

Specific electronic formats shall include, but are not limited to, the following:

- Textual: Microsoft Suite of Office Products (Word, Excel, Access, etc.)
- Drafting: Adobe PDF (scaled for 11x17 paper) and AutoCAD (DWG & DWF)
- GIS: ESRI ArcGIS
- Other: formats shall be as agreed to in individual Specific Authorizations
- The City acknowledges and understands that provision of electronic drawings shall be subject to limitations and other considerations of concern to professional consultants. It is the intent of the City to accommodate reasonable requirements of the firm regarding reuse of electronic drawings by other entities including the City. Specific details regarding the future use of submitted electronic drawings will be negotiated as part of individual Specific Authorizations.

The selected Consultant(s) will be expected to gather sufficient information to enable a "wage cost multiplier" proposal for each assigned project and a listing of primary contact and key employees. Each specific task authorization will be negotiated on a per project basis. In rare instances, the City will give consideration to alternative forms of proposals such as "lump sum" if it is in the best interest of both parties.

GROUP A: STORMWATER MANAGEMENT AND DESIGN SERVICES

The Evaluation Committee shall recommend three (3) or more firm(s) for tasks under this Group.

Successful Consultant(s) will be required to provide, on an as needed basis, the City, Community Redevelopment Agency, and Northeast Community Redevelopment Agency with professional services for the services listed, but not limited to, the below:

- Stormwater Conveyance/Drainage Improvement Design
- Hydraulic Modeling
- Flood and Erosion Control
- Feasibility Analysis for Stormwater Projects
- Water Quality Modeling and Analysis
- Flood Plain/Watershed Modeling and Analysis
- Regulatory Compliance/Permitting
- TMDL Implementation
- Stormwater Retrofit
- Construction Engineering Inspection /Administration

GROUP B: WATER AND WASTEWATER UTILITY ENGINEERING SERVICES

The Evaluation Committee shall recommend three (3) or more firm(s) for tasks under this Group.

Successful Consultant(s) will be required to provide, on an as needed basis, the City, Community Redevelopment Agency, and Northeast Community Redevelopment Agency with professional services for the services listed, but not limited to, the below:

- Master Planning
- Hydraulic Modeling
- Regulatory compliance/Permitting
- Sanitary Sewer Collection & Conveyance Systems; Pumping Stations, Force Mains
- Control and Monitoring Systems
- Pipeline Condition Assessment
- SCADA
- Water Distribution Systems
- Water Treatment Facilities
- Safety/Risk Management Plans/Studies
- Construction Engineering Inspection /Administration

GROUP C: LANDSCAPE ARCHITECTURE SERVICES

The Evaluation Committee shall recommend three (3) or more firm(s) for tasks under this Group.

Successful Consultant(s) will be required to provide, on an as needed basis, the City, Community Redevelopment Agency, and Northeast Community Redevelopment Agency with professional services for the services listed, but not limited to, the below:

- Landscape Architecture Design and Installation (includes parks, roadways and streetscapes.)
- Hardscape Design and Installation (includes building/facilities locations, parks, roadways and streetscapes.)

- Irrigation Design and Implementation
- Park and Public Space Design
- Landscape Restoration Design
- Boardwalk and Trail Design and Implementation
- Retaining Walls- Under 4'.

Studies under this Group include:

- Flora and Fauna Studies

GROUP D: FACILITIES (BUILDINGS) ARCHITECTURAL & ENGINEERING SERVICES

The Evaluation Committee shall recommend three (3) or more firm(s) for tasks under this Group.

Successful Consultant(s) will be required to provide, on an as needed basis, the City, Community Redevelopment Agency, and Northeast Community Redevelopment Agency with professional services for the services listed, but not limited to, the below:

Architectural Services – Provide consultant and professional architectural services relating to building construction projects of limited scope, and/or project involving building facility renovation, repair and maintenance. Anticipated services include, but are not limited to:

- Design-Build Projects
- Project Cost Estimating, Cost Engineering, Forecasting
- Space Need Analysis
- Conceptual Plans and Schematic Designs
- Design and Construction Documents
- Cost Estimating
- Envelope Analysis
- Interior Design Services
- Coating/Paints/Primers Specifications
- Scope Development

Studies under this Group include:

- Feasibility Studies

Engineering Services - Provide consultant and professional engineering services relating to building construction projects of limited scope, and/or projects involving facility renovation, repair and maintenance. Anticipated services include, but are not limited to:

- Civil
 - Building Parking Lot Design & Evaluation
 - Building Parking - Pavement Management and Design
- Structural
 - Structure analysis for new construction and existing structure, including damage assessment
 - Conceptual Plans and Schematic Designs
 - Specifications and construction details for building renovations and repair projects
 - Design and Construction Documents
 - Rehabilitation (Buildings Structures and Facilities)
 - Scope Development

Studies under this Group include:

- Feasibility Studies
- Mechanical, Electrical & Plumbing (MEP)
 - System inspections, design and consultants
 - Feasibility Studies, conceptual plans and schematic designs
 - Specifications and construction details for building renovations and repair projects
 - Design and Construction Documents
 - Load calculations and consulting
 - Electrical studies and design
 - Interior/Exterior lighting consulting (parking lots, memorials, athletic fields)
 - Scope Development

GROUP E: CIVIL ENGINEERING (WATER, SEWER, RECLAIM PLANTS)

The Evaluation Committee shall recommend three (3) or more firm(s) for tasks under this Group.

Successful Consultant(s) will be required to provide, on an as needed basis, the City, Community Redevelopment Agency, and Northeast Community Redevelopment Agency with professional services for the services listed, but not limited to, the below:

Capital Projects under this Group include:

- Water Treatment Plant I & II–
 - o Upgrades and Expansions
 - o Process Improvements
 - o Equipment Replacement or Rehabilitation
 - o Permitting for Assigned Projects

- Wastewater Treatment Plant I & II–
 - o Upgrades and Expansions
 - o Process Improvements
 - o Equipment Replacements and Rehabilitation
 - o Permitting for Assigned Projects

- Reclaimed Water –
 - o Storage and Distribution Projects
 - o Stormwater Augmentation of Reclaimed Water
 - o Permitting for Assigned Projects

Studies under this Group include:

- Efficiency Studies
- Operational Needs to Serve Area East of City Limits (Sorrento/Mt. Plymouth)

GROUP F: CIVIL ENGINEERING (WATER, SEWER, RECLAIM LINES)

The Evaluation Committee shall recommend three (3) or more firm(s) for tasks under this Group.

Successful Consultant(s) will be required to provide, on an as needed basis, the City, Community Redevelopment Agency, and Northeast Community Redevelopment Agency with professional services for the services listed, but not limited to, the below:

Capital Projects under this Group include:

- Water & Wastewater Line Improvements to Existing Operations
- Water Main Distribution Line Upgrades
- Water Treatment Plant – Lines
- Wastewater Collection Line Improvements
- Lift Station Upgrades
- Utility Extensions
- Utility Line Improvements in Support of the Proposed Employment Center
- Hydraulic Modeling
- Permitting for Assigned Projects

Studies under this Group include:

- Utility Extensions

GROUP G: GEOTECHNICAL SERVICES

The Evaluation Committee shall recommend three (3) or more firm(s) for tasks under this Group.

Successful Consultant(s) will be required to provide, on an as needed basis, the City, Community Redevelopment Agency, and Northeast Community Redevelopment Agency with professional services for the services listed, but not limited to, the below:

Services Under this Group include:

- Soil Borings (Hand and Mechanical Auger)
- Geotechnical Evaluations (Bearing Capacity, Soil Investigations, Seasonal High Water, etc.)
- Groundwater Monitoring and Wells
- Geotechnical Design and/or Recommendation
- Sink Hole Evaluation and Response
- Roadway Pavement Structural Evaluation and Design
- Various Geotechnical Studies and Designs in support of other projects

Studies under this Group Include:

- Soils Studies
- Geological Studies

GROUP H: SECURITY ENGINEERING SERVICES

The Evaluation Committee shall recommend three (3) or more firm(s) for tasks under this Group.

Successful Consultant(s) will be required to provide, on an as needed basis, the City, Community Redevelopment Agency, and Northeast Community Redevelopment Agency with professional services for the services listed, but not limited to, the below:

- Design and Implementation Citywide Security Systems (includes cameras)

GROUP I: SURVEYING AND MAPPING SERVICES

The Evaluation Committee shall recommend three (3) or more firm(s) for tasks under this Group.

Successful Consultant(s) will be required to provide, on an as needed basis, the City, Community Redevelopment Agency, and Northeast Community Redevelopment Agency with professional services for the services listed, but not limited to, the below:

- Survey and mapping services in support of other projects
- Land Surveying, Parcel Mapping and Platting
- Legal Descriptions
- Digital Terrain Modeling
- Aerial Survey and Mapping
- Boundary survey services
- Plat reviews and other surveying services in support of development reviews
- Topographical Surveying and Mapping
- Cemetery Site Surveys
- Ground Penetrating Radar
- Vacuum Excavation of Earth
- SUE (Subsurface Utility Engineering)

GROUP J: ENVIRONMENTAL, ARCHEOLOGICAL AND HISTORICAL SERVICES

The Evaluation Committee shall recommend three (3) or more firm(s) for tasks under this Group.

Successful Consultant(s) will be required to provide, on an as needed basis, the City, Community Redevelopment Agency, and Northeast Community Redevelopment Agency with professional services for the services listed, but not limited to, the below:

- Ecological
 - Wetland Delineation
 - Endangered/Protected Species Surveys
 - Wetland Mitigation Plans

- Environmental
 - Environmental Site Assessment and Remediation
 - Environmental Permitting
 - Environmental Risk Analysis

- Archeological and Historical
 - Archeological and historic services in support of other projects and any grant, permit and loan applications.
 - Historic Preservation Land Development Code Amendments, special studies related to historic preservation, structural or site historic surveys, and certificate of appropriateness application reviews.

GROUP K: CIVIL ENGINEERING (ROADWAY, SIDEWALKS AND PARKING FACILITIES)

The Evaluation Committee shall recommend three (3) or more firm(s) for tasks under this Group.

Successful Consultant(s) will be required to provide, on an as needed basis, the City, Community Redevelopment Agency, and Northeast Community Redevelopment Agency with professional services for the services listed, but not limited to, the below:

- Roadway design within the City limits and to serve the anticipated Employment District.
- Sidewalk improvements, extensions, etc. in conformance with all applicable standards including the America with Disabilities Act (ADA).
- Design of public parking areas inclusive of on-street parking, parking lots and parking facilities such as garages.
- Structural Evaluations/Inspections of existing structures

GROUP L: ELECTRIC UTILITY (ENGINEERING, PLANNING AND OPERATIONS)

The Evaluation Committee shall recommend three (3) or more firm(s) for tasks under this Group.

Successful Consultant(s) will be required to provide, on an as needed basis, the City, Community Redevelopment Agency, and Northeast Community Redevelopment Agency with professional services for the services listed, but not limited to, the below:

- Distribution System Fuse/Relay Coordination Study
- Substation Design, Engineering & Maintenance, Supervisory Control and Data Acquisition
- Distribution Construction Standards
- Analysis of Wind Loading and Compliance with FPSC Storm Hardening
- Wood Pole Inspection Program
- Facility Planning and Capital Improvement Program
- Facility Inventory, Mapping and System Modeling
- Power Supply Planning and Contract Negotiation
- Highway/Roadway/Street Lighting Design and Evaluation
- Environmental Clean up
- Power quality
- Compliance with NERC/FRCC Transmission Standards

Capital Projects under this Group Include:

- Substation New and Replacement
- Overhead Renewals and Replacements
- Overhead New
- Underground Renewals and Replacements
- Underground for New Facilities
- Assistance as Needed on Various Electric Projects

GROUP M: MEP SERVICES:

The Evaluation Committee shall recommend three (3) or more firm(s) for tasks under this Group.

Successful Consultant(s) will be required to provide, on an as needed basis, the City, Community Redevelopment Agency, and Northeast Community Redevelopment Agency with professional services for the services listed, but not limited to, the below:

- Review, Calculate, Recommend and Install Commercial and/or Industrial Standby Power Systems/Generators
- Commercial Plumbing Design and Implementation for City facilities/buildings.
- Commercial Electrical Design and Implementation for City Buildings/Facilities
- Water/Wastewater Utility (Industrial) Electrical Design and Implementation

GROUP N: STRUCTURAL ENGINEERING SERVICES:

The Evaluation Committee shall recommend three (3) or more firm(s) for tasks under this Group.

Successful Consultant(s) will be required to provide, on an as needed basis, the City, Community Redevelopment Agency, and Northeast Community Redevelopment Agency with professional services for the services listed, but not limited to, the below:

- Sheeting and Shoring Design for Underground Utility Construction
- Concrete Drainage and Wastewater Structure Design
- Retaining Walls- In Excess of 4'.
- Structural Evaluations/Inspections (Commercial and Industrial)
- Marine Dock Design/Engineering
- Boardwalk (Elevated & Non-Elevated) Design/Engineering

GROUP O: TRAFFIC/TRANSPORTATION

The Evaluation Committee shall recommend three (3) or more firm(s) for tasks under this Group.

Successful Consultant(s) will be required to provide, on an as needed basis, the City, Community Redevelopment Agency, and Northeast Community Redevelopment Agency with professional services for the services listed, but not limited to, the below:

- Traffic/Transportation
 - Traffic Studies/Impact Analysis (including new developments)
 - Intersections Improvements
 - Traffic Control Plans
 - Traffic Signal Design
 - Traffic Operations Studies
 - Transportation Capital Funding Study
 - Design and Traffic Analysis (such as Vista Ridge Drive)
 - Transportation Engineering Services and Studies
 - Site Access Design Production and Studies
- Pedestrian and Mobility
 - Pedestrian and Mobility Sidewalk/Intersection Design and Improvements

GROUP P: PLANNING

The Evaluation Committee shall recommend three (3) or more firm(s) for tasks under this Group.

Successful Consultant(s) will be required to provide, on an as needed basis, the City, Community Redevelopment Agency, and Northeast Community Redevelopment Agency with professional services for the services listed, but not limited to, the below:

- Trails Master Plan Update
- Concept Plans Production and Studies

- Preliminary and Final Master Plan Production and Review
- Plat Review
- Site and Development Plan Review
- Comprehensive Plan Amendments (Text and Maps)
- Future Land Use Map Amendments
- Annexation Reviews
- Annexation Studies
- Joint Planning Agreements - Production and Amendments
- Developer's Agreements - Production and Amendments
- Interlocal Agreements- Production and Amendments
- Certificate of Appropriateness Historic Reviews
- Evaluation and Appraisal Report and E.A.R-Based Amendments
- Land Development Code Amendments
- Conditional Use Permits
- Park Planning and Development
- Design Concepts

Studies under this Group Include:

- Small Area Study for Golden Triangle Activity Center
- Small Area Study for Highland Street Activity Center
- Small Area Study for Downtown Activity Center (to include waterfront)
- Special Planning Studies
- Impact and Mobility Fee Studies and Updates

3) CITY'S RIGHT TO INSPECT

The City or its authorized Agent shall have the right to inspect the Consultant's files to determine status of work on this project.

4) TERMS AND CONDITIONS OF CONTRACT

A contract/agreement resulting from this RFQ shall be subject to the terms and conditions set forth in a City Contract and any terms and conditions included in this RFQ. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, agreements or other documents provided by the Contractor(s) with their submittal.

A) INITIAL CONTRACT PERIOD

Initial Agreement Term: The initial agreement term, beginning with the Agreement Anniversary Date, will be for a period of five (5) years.

B) RENEWAL PERIODS

Agreement Renewal Periods: Additionally, by mutual agreement and funding availability, the contract may be renewed for two (2) automatic one (1) year renewal periods unless either party provides a written notice of non-renewal at no less than 90 days prior to renewal date (Agreement anniversary date).

C) **MINIMUM QUALIFICATIONS**

To be considered, the Respondent must meet the minimum qualifications as listed below:

- **Certification:**

The qualifying firm or individual must be properly licensed in the State of Florida and must be, where applicable, FDOT pre-qualified for the services listed under each group proposed.

- **General Experience**

At least five (5) years of professional experience in performing the services described above.

- **Local Government Experience**

At least five (5) years of recent experience in performing services described above to one (1) or more local government, or Municipally-owned Public Utility agencies, as applicable, is preferred.

D) **COMPENSATION**

In general, the City's preferred method of compensation is for services rendered on an hourly basis, consistent with actual hours worked and the fee schedule then in effect. A "Fee Schedule" will be made a part of the contract and all fees, payments, reimbursements, and costs paid to the successful proposer will be based on the contract fee schedule. The Fee Schedule will include the hourly rates for each member of the project team, including the position title and/or title.

All fees contained on an initial Fee Schedule, will remain in effect from the Agreement Anniversary Date through September 30, 2026. Fees may be adjusted annually thereafter, to be effective October 1, 2026, with prior notice and acceptance by the City.

Requests for fee adjustments must be submitted to the City's Purchasing Coordinator no later than May 31st of each calendar year beginning in the year 2026. Initial fee adjustment requests must be submitted no later than May 31, 2026 and annually on this month and day thereafter.

Fee adjustments will not be allowed for requests submitted for City consideration **after** May 31st of each eligible year.

No out of scope services will be provided in the absence of prior, written authorization in the form of a supplemental agreement or amended task authorization and issuance of an appropriate change order to the existing Purchase Order. The City will accept no obligations for any services provided which do not conform to this requirement.

The City will not compensate the successful proposer, or any person in the firm, for time spent traveling to or from City meetings/visits.

The City will not pay a retainer or similar fee.

Reimbursement of Out-of-Pocket Expenses:

If allowed by the contract, actual out-of-pocket expenses, such as word processing, photocopying, postage and the like will be reimbursed in accordance with the stated and agreed upon fee schedule.

Per Diem Travel Expenses:

The City's Project Manager must approve any travel on behalf of the City by the successful proposer firm in advance. For approved travel, City employees will reimburse out-of-pocket expenses such as per diem and subsistence allowance for necessary travel expenses pursuant to the City's existing travel policy governing travel.

The City will not pay or reimburse the successful proposer for time or costs associated with maintenance of licenses, certifications, etc.

Other Incidental Expenses:

The City will compensate the successful proposer for their incidental expenses, such as permit fees, incurred on behalf of the City at actual cost only. No markup will be allowed or applied to such expenses.

5) GENERAL TERMS AND CONDITIONS

A) Licenses

The Consultant is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the discipline and/or project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

Copies of the required licenses must be submitted with the bid/proposal response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents. A Consultant, with an office within the City is also required to have a business tax receipt.

If you have questions regarding required professional licenses and Business Tax Receipt, contact the Finance Department at (352) 735-7120.

B) Principals/Collusion

By submission of a Qualification, the undersigned, as Respondent, does declare that the only person or persons interested in the Qualification as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Qualification or in the contract to be entered into; that this Qualification is made without connection with any other person, company or parties submitting a Qualification, and that it is in all respects fair and in good faith without collusion or fraud.

C) **Taxes**

The City is exempt from Federal Excise and State of Florida Sales Tax.

D) **Relation of City**

It is the intent of the parties hereto that the Consultant shall be legally considered an independent consultant, and that neither the Consultant nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Consultant, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

E) **Term Contracts**

If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by this Consultant on thirty (30) days prior written notice.

F) **Termination**

Should the Consultant be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this Agreement immediately for cause; further the City may terminate this Agreement for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

G) **Liability**

The Consultant will not be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

H) **Indemnity**

The successful Consultant(s) shall indemnify and hold the City harmless from any and all liabilities, damages, losses and costs, recognizing any applicable limitations under Florida law, with such indemnification and hold harmless requirements included in the final Agreement executed between the City and said successful Consultant.

I) **Assignment**

The Consultant shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

J) **Lobbying/Cone of Silence**

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Qualification.

Firms and their agents are not to contact members of the City Council for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Qualification announcement to final Council approval**, no firm or their agent shall contact any other employee of the City in reference to this RFQ, with the exception of the Finance Director or designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

K) Single Submittal/Qualification

Each Respondent must submit, with their submittal, the required signed contract/agreement and all forms included in this RFQ. Only **one** submittal from a legal entity as a primary will be considered. A legal entity that submits as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same RFQ.

If a legal entity is not submitting as a primary, or, that legal entity may not act as a sub-consultant to any other firm or firms submitting under the same RFQ nor act as part of a partnership or joint venture to the primary. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

L) Protest Procedures

Any appeal or protest to the Request for Qualification shall be governed by the City of Mount Dora's Purchasing Policy.

M) Public Entity Crime

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 bid/proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid/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/proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, consultant, sub-contractor, or sub-consultant under a contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list.

N) Conflict of Interest

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this RFQ document.

Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

O) Responsible Vendor Determination

Prospective Vendor is hereby notified that Florida Statutes, Section 287.05701, requires that the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the responding party is a responsible Vendor.

P) Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences:

- a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time
- b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids/proposals, RFQ, and/or quotes
- c. Immediate termination of any contract held by the individual and/or firm for cause

Q) Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

R) Scrutinized Company List

Florida Statutes, Sections 287.135, prohibits Florida municipalities from contracting with companies, for goods or services over \$1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List engaged in any Business operations with Cuba or Syria or which are on the list of Scrutinized Companies that Boycott Israel.

The list of “Scrutinized Companies” is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of “Scrutinized Companies” can be found at the following link:

https://www.sbafla.com/fsb/Portals/FSB/Content/Performance/Quarterly/2019_01_29_Web_Update_PFIA_Prohibited_List.pdf?ver=2019-01-29-130702-420

S) Billing Instructions – Awarded Professional Consultants

Invoices, unless otherwise indicated, must show Task Authorization or Purchase Order numbers and shall be submitted in to the City of Mount Dora, Accounts Payable 510 North Baker Street, Mount Dora, FL 32757.

Progress payments may be requested on a monthly basis. The successful proposer will be paid periodically, but not more often than monthly upon presentation of a valid invoice or statement. The invoice or statement must clearly indicate the person generating the charge, the hourly rate for that person, the actual work performed, actual number of hours worked, the project or fund to be charged (as provided by City staff), and the appropriate purchase order number.

The City's normal payment procedures (net 30 days) will be observed. No early payments will be approved.

Specific format of the invoice shall be worked out between the City and the consultant prior to the first invoice being submitted. Payment shall be made in accordance with the Florida Prompt Payment Act, as amended from time to time.

6) INSTRUCTIONS FOR BID/PROPOSAL

A) Compliance with the RFQ

Proposals must be in strict compliance with this **RFQ**. Failure to comply with all provisions of the **RFQ** may result in disqualification.

B) Acknowledgment of Insurance Requirements

By signing the Insurance Requirements included in this **RFQ**, Proposer acknowledges these conditions include Insurance Requirements.

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's bid.

The specific insurance requirements for this solicitation are included as part of this solicitation.

C) Acknowledgment of Bonding Requirements

By signing its bid, and if applicable, Proposer acknowledges that it has read and understands the bonding requirements for this bid. Requirements for this solicitation are checked.

Not Applicable

Bid Bond: Shall be submitted with bid response in the most recent form of an AIA (American Institute of Architects) Document 310.

The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of

the three (3) highest ranked Proposers shall be held until the contract has been executed by the successful Proposer and same has been delivered to the City together with the required bonds and insurance. No bids including alternates shall be withdrawn within one hundred and eighty (180) days after the bid closing date thereof. If a bid is not accepted within said time period it shall be deemed rejected. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Proposer said alternates at a later time and approved by the Finance Director or designee, and the successful Proposer.

Performance and Payment Bonds: For projects in excess of \$200,000, bonds shall be submitted to the Purchasing Coordinator within 7 days of receipt of the city's executed work/task order by Proposers receiving award, and written for 100% of the work/task order total estimate, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

Should the contract amount be less than \$500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety.

All performance security under the subsequent contract shall be in force throughout the final completion and acceptance of the project awarded.

If the surety for any bond furnished by Consultant is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Consultant shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

D) Delivery of Qualification/Response

All bids/proposals are to be delivered before 2:00 PM, local time, on or before July 15, 2024 via electronic submission at www.demandstar.com only.

The City shall not bear the responsibility for proposals submitted past the stated date and/or time indicated.

E) Evaluation of Qualification/Response (Procedure)

The City's procedure for selecting is as follows:

1. An Evaluation Committee of at least three (3), but always an odd number, will be selected to review all responsive Proposals submitted in accordance with Statutes.
2. Subsequent to the closing of Proposals, the Purchasing Coordinator shall review the Proposals received and verify whether each Proposal appears to be responsive to the requirements of the published **RFQ**.

3. All evaluation committee members shall review the Request for Qualifications (**RFQ**) issued.
4. The committee members shall review each **RFQ** individually and score each submittal based only on the evaluation criteria state herein.
5. Prior to the first meeting of the evaluation committee, if not included in the solicitation document, the City will post a notice announcing the date, time and place of the first committee meeting. Said notice shall be posted in the lobby of the City Hall, on www.demandstar.com and on the City's website not less than three (3) working days prior to the meeting. The City shall also post prior notice of all subsequent committee meetings and shall post such notices at least one (1) day in advance of all subsequent meetings.
6. The committee will compile individual rankings, based on the evaluation criteria as stated herein, for each Qualification to determine committee recommendations. The committee may schedule presentations or demonstrations from the top-ranked firm(s), and may at their discretion make site visits, and obtain guidance from third party subject matter experts. The final recommendation will be decided based on review of scores and consensus of committee.

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Purchasing Coordinator to schedule the top ranked firm(s) for oral presentations/interviews.

The City reserves the right to withdraw this **RFQ** at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a Qualification submittal by the City or a submission of a submittal to the City offers no rights upon the Proposer nor obligates the City in any manner.

Acceptance of the Qualification submittal does not guarantee issuance of any other governmental approvals.

F) Ambiguity, Conflict, or Other Errors in the RFQ

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the **RFQ**, Proposer shall immediately notify the Purchasing Coordinator, noted herein, of such error in writing and request modification or clarification of the document. The Purchasing Coordinator will make modifications by issuing a written addendum/revision and will give written notice to all parties who have received this **RFQ** from the Finance Department.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the **RFQ** prior to submitting a submittal or it shall be waived.

G) Qualification, Presentation, and Protest Costs

The City will not be liable in any way for any costs incurred by any proposer in the preparation of its Qualification in response to this **RFQ**, nor for the presentation of its Qualification and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

H) Acceptance or Rejection of Qualifications

The right is reserved by the City to waive any irregularities in any Qualification, to reject any or all Qualifications, to re-solicit for Qualifications, if desired, and upon recommendation and justification by the City to accept the Qualification which in the judgment of the City is deemed the most advantageous for the public and the City.

Any Qualification which is incomplete, conditional, obscured or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful proposer, or their refusal to enter into the City contract, the City reserves the right to accept the Qualification of any other proposer or to re-advertise using similar or revised documentation, at its sole discretion.

I) Requests for Clarification of Qualifications

Requests by the Purchasing Coordinator to a proposer(s) for clarification of Qualification(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive, and may be just cause to reject its Qualification.

J) Validity of Qualifications

No Qualification can be withdrawn after it is filed unless the Proposer makes their request in writing to the City prior to the time set for the closing of Qualifications.

All Qualifications shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

K) Response Format

1. The Qualification shall be deemed an offer to provide services to the City. In submitting a Qualification, the Proposer declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she will perform the work in accordance with the provisions, terms and conditions of the Agreement.
2. To facilitate the fair evaluation and comparison of Qualifications, all Qualifications must conform to the guidelines set forth in this RFQ. Any portions of the Qualification that do not comply with these guidelines must be so noted and explained the Acceptance of Conditions section of the Qualification. However, any Qualification that contains such variances may be considered non-responsive.
3. Qualifications should be prepared simply and economically, providing a straightforward concise description of the Proposer's approach and ability to meet the City's needs, as stated in the RFQ.
4. Qualification submittals should be tabbed as noted below.
5. The items listed below shall be submitted with each Qualification and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a proposer to include all listed items may result in the rejection of its Qualification.

Title Page:

**REQUEST FOR QUALIFICATION (RFQ) # 24-GS-013
PROFESSIONAL CONSULTANT SERVICES**

Table of Contents: Provide clear identification of the material by section and by page number

Tab I - Statement of Interest and Introduction:

The responding firm (or the lead firm if sub-consultants are proposed) will provide a letter, on letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal. If sub-consultants are proposed, each sub-consultant must provide a similar letter, not exceeding one (1) page.

Tab II - Business / Firm History and Information:

A brief narrative, not exceeding two (2) pages, of the corporate history of the firm. This RFQ should clearly identify your organization's general and local Florida government experience in providing the services requested. Be specific as to the number of years providing the specific services requested within the State of Florida and the central region of the State.

1. A summary of at least three (3), but not more than five (5) similar projects. Please choose projects in which your submittal is based upon. Each project will be listed on a separate page but may not exceed one (1) page and will include the following:
 - Project Name
 - Location
 - Owner's Name and Address
 - Owner's Current Contact Name, Title, Email and Phone Number
 - Description of Service
 - Project Value and Total Fees
 - Estimated and Actual Construction Cost (if known)
 - Describe similarities to the services required in this RFQ
2. The Proposer will identify, not exceeding one (1) page, the type of business entity involved (e.g.: Sole Proprietorship, Partnership, Corporation, Joint Venture, etc.). The Proposer will identify whether the business entity is incorporated in Florida, another State, or a foreign country. If a proposer is a corporation, provide a copy of the Certification from the Florida Secretary of State verifying the Proposer's corporate status and good standing. The proposer will include a copy of their business license with their submittal. Please state if the proposer maintains a physical office located within the Central Florida region of the State.
3. Provide the Federal Employer Identification Number of the Proposer. In the case of a sole proprietorship or partnership, provide Social Security Numbers for all owners/partners.

4. If a Proposer is a State of Florida Certified Minority Business Enterprise, provide a copy of the Certification.
5. Identify, not exceeding one (1) page, office location where the majority of the services will be provided or work will be performed.

Tab III - Qualifications and Experience of the Project Team:

1. A description, not exceeding two (2) pages, of the proposed project team. This description should provide the names, titles, firm names (if sub-consultants are involved), and clearly identify the proposed role in the project team for each person.
2. Provide a current organizational chart of the firm and identify each principal of the firm and any other key personnel who will be professionally associated with the engagement.
3. For each person (not exceeding two (2) pages each), a brief description of qualifications which will include at minimum, the professional qualifications for each person, and a summary of experience on projects similar to that described by this RFQ, and summary of experience on projects similar to that described by this RFQ. This summary of experience will describe the services provided and the dates of such experience. Include their experience with local governments and other public entities. Also, identify the role the aforesaid individuals will assume in the contract with the City and if the individuals are based out of the Central Florida region.

Tab IV - Quality Control, Sanctions and Adverse Litigation:

1. Include a descriptive statement, not exceeding two (2) pages, of the firm's quality control/quality assurance procedures, including the qualifications of the person(s) responsible for quality assurance. If sub-consultants are involved, this statement will address the lead firm's procedures relative to the sub-consultants.
2. Include a statement, not exceeding one (1) page, as to the firm's or individual's membership in professional organizations or associations.
3. List (not exceeding one (1) page) any regulatory or license agency sanctions.
4. Provide a summary (not exceeding two (2) pages) of any litigation, claim(s), or contract dispute(s) filed by, or against, the Proposer in the past ten (10) years that are related to the services that Proposer provides in the regular course of business. The summary will state the nature of the litigation, claim, or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. For larger firms, the summary can be in the form of percentages instead of specifics.

Tab V -Workload:

1. Provide a listing of recent, current and projected workloads of the firm. The Proposer will include a graph or other informational diagram / format indicating the allocated and available man-hours. Indicate availability of staff to the City and identify any other governmental agencies currently being represented in the State of Florida.

2. Provide a listing of the volume of work previously awarded to the firm by the City. The information will be considered by the City with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principal of selection of the most highly qualified firms.

Tab VI - Approach to the Engagement:

1. This section will include a statement of the firm's approach to the project described herein. This statement of approach should not exceed ten (10) pages of narrative. If desired, this section may include up to five (5) additional pages of sketches, drawings or other graphic material if required to explain, clarify or demonstrate the firm's approach to the project. Firms are encouraged to submit innovative, quality, professional and effective solutions. Firms are advised that all materials submitted become a public record upon opening of sealed submittals; therefore, no materials submitted for this section or any other part of this RFQ should contain proprietary or confidential information. A few general guidelines for this section are provided below; however, it is the City's intention to provide responding firms as much flexibility as possible in this section. Please choose projects in which your submittal is based.
2. The statement of approach should begin with an introductory and overview section that describes the firm's understanding of the services required.
3. The body of the statement of approach should describe the firm's method of addressing the requirements of the project. Describe your understanding of the scope of services and the City's needs, your approach to providing the described services, any specialized skills available, and any special considerations or possible difficulties in providing the described services.
4. Provide a statement as to your ability to stay within the budget requirements and what methods will be used to assure that the budget is not exceeded.
5. A statement of the firm's capacity to perform the work within the required schedule. This should take the form of either narrative or chart which describes the available time for the proposed project team throughout the expected time frame for the project and which represents a commitment by the responding firms to allocate the necessary resources to the project.

Tab VII - Existing Relationships:

Identify (not to exceed one (1) page) any existing relationships that might affect either positively or negatively, your ability to perform the services requested.

Tab VIII - Additional Data:

Any additional information, which the proposer considers pertinent for consideration, should be included in this section (this includes exceptions and clarifications)

Tab IX - Required Forms

See section 7 of this RFQ.

L) Qualification Evaluation Committee and Evaluation Factors

All Qualifications will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this **RFQ**, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible Qualifications received in its evaluation and award process. For evaluation purposes, the term “Responsible” means: A business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required and be able to fully document the ability to provide good faith performance.

Qualifications shall include all of the information solicited in this **RFQ**, and any additional data that the offeror deems pertinent to the understanding and evaluating of the Qualification. Proposers will provide their best analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on the criteria herein addressed.

Proposers submitting the required criteria will have their Qualifications evaluated by an evaluation committee and scored for non-price factors to include technical response, qualifications and experience.

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide Consultants with an opportunity to answer any questions the City may have on a proposer’s submittal.

Submissions will be evaluated on a total score basis, with a maximum assignable score of five hundred (500) points. The following criteria will be used in the evaluation process to determine the successful respondent(s):

Criteria	Max Criteria Points Assigned	Assigned Weight	Maximum Score Possible
Statement of Interest/Introduction (Tab I); Approach to Engagement (Tab VI)	25	5	125
Firm History and Qualifications (Tab II); Experience of Project Team (Tab III)	25	5	125
Existing Relationships (Tab VII)	25	5	125
Current Workload (Tab V)	15	5	75
Additional Data (Tab VIII)	5	5	25
Quality Control, Sanctions & Adverse Litigation (Tabs IV & IX)	5	5	25
Totals	100	5	500

Formal Oral Presentation/Interview Scoring (if requested):

If Presentations/Interview sessions are requested for shortlisted firms the following scoring process will apply:

A maximum of four (4) points can be assigned to each firms' session. The points assigned will be multiplied by a weight of 2.5 to equal a maximum of 10 possible points for a final scoring.

The Presentation/Interview final scoring will determine the final ranking of shortlisted firms.

Drug-Free Workplace:

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Qualifications which are equal with respect to quality and service are received by the City for the procurement of commodities or contractual services, a Qualification received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process. NOTE: In the event, the submitter wishes to provide items specified above and beyond the stated requirements of this request at "no cost" to the City of Mount Dora, these services should be identified and included in the request response.

Tie Breaker:

If there are tie bids, meaning everything except the information relating to the bidder is the same, the following methods shall be used in the order below to break the tie:

- Drug free workplace policy in place.
- If one has or had a contract with the City and performance is or was satisfactory. If performance of a tie bidder who has or had a contract with the City and performance is or was not satisfactory, the other tie-bidder is awarded.
- Timeliness of delivery.

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7) **REQUIRED FORMS - (ALL MUST BE SUBMITTED WITH YOUR PROPOSAL)**

1. Proposers Checklist
2. Conflict of Interest Affidavit
3. F.S.S Section 287.138 Certification
4. Grant Funding Compliance Form
5. Vendor Certification Regarding Scrutinized Companies' List
6. Proposers Qualification Form
7. Declaration Statement
8. Insurance Requirements
9. Drug Free Workplace Certification
10. Non-Collusion Affidavit of Prime Qualifier
11. Acknowledgements
12. Compliance with Public Records Law
13. References Form
14. Public Entity Crimes Statement
15. Firm Information
16. Sub-Consultant Listing
17. Completed W9
18. Signed Addenda (if applicable)

PROPOSER CHECK LIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Qualification.

Proposer should check off each of the following items as the necessary action is completed:

- All applicable forms have been signed and included
- All information as requested in the Proposer's Qualification Form is included.
- Any addenda has been signed and included.
- The Bid will be electronically delivered in time to be received no later than the specified due date of July 15 , 2024 and time of 2:00 PM EST . Bid will not be considered otherwise. Electronic responses are the only accepted method of response delivery to the City.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the Proposer, and its employees, officers and/or agents, certifies, and hereby discloses, that, to the best of its knowledge and belief, all relevant facts, concerning past, present or currently planned interest or activity (financial, contractual, organizational or otherwise) which relates to the proposed work and bears on whether the Proposer and/or any of its employees, officers and/or agents, has a possible conflict, have been fully disclosed.

Additionally, the Proposer and its employees, officers and/or agents, agree to immediately notify in writing the City of Mount Dora Purchasing Office, if any actual or potential conflict of interest arises during the solicitation process.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

(stamp)

NOTARY PUBLIC

**FLORIDA STATUTES, SECTION 287.138
CERTIFICATION**

I, _____(person)_____, as the _____(title)_____ of _____(entity)_____, do hereby certify that _____(entity)_____: (i) is not owned by the government of a foreign country of concern as defined by Florida Statutes, Section 287.138; (ii) does not have the government of a foreign country of concern, as defined by Florida Statutes, Section 287.138, as a controlling interest owner; (iii) is not organized under the laws of a foreign country of concern, as defined by Florida Statutes, Section 287.138; and (iv) does not have its principal place of business in a foreign country of concern as defined by Florida Statutes, Section 287.138.

Print: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, who personally swore or affirmed that he/she is authorized to execute this Oath and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

(stamp)

NOTARY PUBLIC, State of Florida

**GRANT FUNDING COMPLIANCE
STATEMENT AND CERTIFICATION**

Project Name: _____ Project Number: _____

Project Location: _____

CERTIFICATION

The Bidder/Proposer hereby agrees to comply with any and all local, state and/or federal grant funding requirements, to the extent applicable to the Project, and that any and all applicable local, state and/or federal grant funding requirements shall be included within the agreement resulting from this solicitation _____.

Dated this ___ day of _____, 2024. I hereby certify the above statement on behalf of the Bidder/Proposer. I hereby further certify that I have the authority to execute this certification and bind the Bidder/Proposer accordingly and that I am the same individual who is authorized to execute any Agreement resulting from this solicitation _____.

Name of Firm

Signature

Printed Name

Title

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Proposing Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

(stamp)

NOTARY PUBLIC

**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES' LISTS PURSUANT TO
FLORIDA STATUTES, SECTION 187.135**

Respondent Vendor Name: _____

Name of Company: _____

FEIN: _____

Authorized Representative's Name and Title:

Address: _____

Phone Number: _____ Email Address: _____

Florida Statutes, Sections 287.135, prohibits Florida municipalities from contracting with companies, for goods or services over \$1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List engaged in any Business operations with Cuba or Syria or which are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Florida Statutes, Section 215.473. A copy of the current list of "Scrutinized Companies" can be found at the following link:

<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx>

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, is not participating in a boycott of Israel and does not have any business operations with Cuba or Syria. I understand that pursuant to Florida Statutes, Section 287.135, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney's fees and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation if the company referenced above is found to have submitted a false certification related to the Scrutinized Companies that Boycott Israel List, engaging in a boycott of Israel, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaging in business operations in Cuba or Syria.

Certified By: _____

Authorized Signature

Print Name: _____

Print Title: _____

PROPOSER'S QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

<u>% Completed</u>	<u>Project</u>	<u>Contract Amount</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

LIST CURRENT PROJECTS IN WHICH YOU ARE THE CANDIDATE FOR AWARD:

OTHER INFORMATION ABOUT PROJECTS:

Have you, at any time, failed to complete a contract? Yes No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?

Yes No

If the answer to either question is yes, submit details on separate sheet. List all litigation(s) that have been filed by or against the division of your firm that will be responsible for the scope of work in this solicitation, in the last ten (10) years:

CONTRACT VALUES:

List total value of contracts for work done on all completed and similar projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Values must be listed individually by contract or project and then summarized as a total dollar amount.**

Attach additional page if necessary.

\$ _____ **Total Value for work done on all PAST completed and similar projects.**

REFERENCES:

Bank(s) Maintaining Account(s): _____

Surety/Underwriter: (if required) _____

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

Corporation/Years in Business: _____. If firm is a corporation, please list state in which it is incorporated: _____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

Partnership/Years in Business: _____

Sole Proprietorship/Years in Business: _____

Other: Please list: _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

DECLARATION STATEMENT

City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757

RE: RFQ NO. 24-GS-013, “Professional Consultant Services”

Dear Mayor and Council Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Qualification or in the contract to which this Qualification pertains, and that this Qualification is made without connection or arrangement with any other person and this Qualification is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Qualifications, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Qualification pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Qualification pertains. The Proposer states that the Qualification is based upon the Qualification documents listed in **RFQ #24-GS-013**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this ____ day of _____, 20__ in the City of _____, in the State of _____.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

=====

- 1. Worker's Compensation

 Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
- 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.

Bodily Injury & Property Damage

\$1,000,000 single limit per occurrence
- 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Mount Dora, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Mount Dora.

- 4. Automobile Liability

\$ 500,000 Each Occurrence
 Owned/Non-owned/Hired
 Automobile Included
- 5. Other Insurance as indicated below:
 Errors and Omissions or Professional Malpractice Coverage

\$ 1,000,000 Per Occurrence
- 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.
- 7. Contractor/Vendor/Consultant shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Consultant shall provide City with certificates of insurance meeting the required insurance provisions.
- 8. The City of Mount Dora must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

INSURANCE REQUIREMENTS
(Continued)

9. The City of Mount Dora shall be named as the Certificate Holder.

NOTE: The "Certificate Holder" should read as follows:

City of Mount Dora
Mount Dora, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

10. **Thirty (30) Days Cancellation Notice** required.

11. The Certificate must state the RFQ Number and **TITLE**

=====

PROPOSER’S AND INSURANCE AGENT’S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFQ**.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Insurance Agency

Signature of Proposer’s Agent

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply 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 have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

- YES
 NO

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

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

State of _____

County of _____

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

I am the _____ of _____, (Proposer) which has submitted a Response to City of Mount Dora RFQ #24-GS-013.

I am fully informed respecting the preparation and contents of the Response to RFQ #24-GS-013, and of all pertinent circumstances respecting such Response.

Neither the Proposer nor any of its officers, partners, owners, agent representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person, to fix the price or prices in the Proposer's Response to RFQ #24-GS-013, or that of any other proposer, or to fix any overhead, profit or cost element of the Response price or the price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF MOUNT DORA.

The price or prices quoted in the Proposer's Response to RFQ #24-GS-013 are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

(stamp)

NOTARY PUBLIC

ACKNOWLEDGEMENTS

**RFQ #24-GS-013
“PROFESSIONAL CONSULTANT SERVICES”**

**To: City of Mount Dora
510 N. Baker Street
Mount Dora, FL 32757**

_____(Proposer) guarantees its Response to RFQ #24-GS-013 for a period not to exceed one hundred twenty (180) days from the date its Response was submitted to the City of Mount Dora unless an extension is granted by the Proposer.

The Contractor, by signing these **RFQ** Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this **RFQ** Document.

Dated this _____ day of _____, _____
(Month) (Year)

**INDIVIDUAL, LIMITED LIABILITY COMPANY,
PARTNERSHIP, OR OTHER FORM OF ENTITY WHICH IS NOT A CORPORATION**

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Taxpayer/Employer Identification Number (TIN/EIN): _____

CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Taxpayer/Employer Identification Number (TIN/EIN): _____

State of Incorporation:

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Signature: _____ Date: _____

Remainder of Page Intentionally Left Blank



**CITY OF
MOUNT
DORA**

**COMPLIANCE WITH THE PUBLIC RECORDS LAW
RFQ #24-GS-013**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC

Upon award, recommendation, or ten (10) days after opening, submittals become a "public record" and shall be subject to public disclosure consistent with Florida Statutes, Chapter 119. Proposers must clearly mark information within a Response which is exempt from disclosure under Florida law, and must state the reasons why such exclusion from public disclosure is permitted. To the extent any protected information is submitted to the City, it must be submitted in a separate envelope marked accordingly.

The Proposer agrees that it will fully defend the City in any cause of action or litigation associated with non-disclosure of that information identified by the Proposer as exempt under Florida's public records law. It is understood and agreed by the Proposer that in the event the Proposer fails to defend the City in any such litigation, the City may take such action as it deems necessary in order to avoid a third-party cause of action, including disclosure of the information. In such an event, the Proposer shall hold the City harmless and free of any liability.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

(stamp)

NOTARY PUBLIC

REFERENCE FORM

Provide the business names, contact persons and telephone numbers of four (4) references, excluding the City of Mount Dora, for which the firm has provided services described in this Qualification for five (5) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: _____

Address: _____

Point of Contact: _____

Phone #: _____ Email address: _____

Service(s) Provided: _____

Dates of Service: _____

2. Name of Company: _____

Address: _____

Point of Contact: _____

Phone #: _____ Email address: _____

Service(s) Provided: _____

Dates of Service: _____

3. Name of Company: _____

Address: _____

Point of Contact: _____

Phone #: _____ Email address: _____

Service(s) Provided: _____

Dates of Service: _____

4. Name of Company: _____

Address: _____

Point of Contact: _____

Phone #: _____ Email address: _____

Service(s) Provided: _____

Dates of Service: _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (A), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

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

1. THIS SWORN STATEMENT IS SUBMITTED to the City of Mount Dora by: _____ [NAME] as the _____ [TITLE] of _____ [BUSINESS ENTITY] and its Federal Employer Identification Number (FEIN) is _____.
2. I understand that a “public entity crime” as defined in Florida Statutes, Section 287.133 (1)(g), means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or 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.
3. I understand that “convicted” or “conviction” as defined in Florida Statutes, Section 287.133(1)(b), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Florida Statutes, Section 287.133(1)(a), means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Florida Statutes, Section 287.133(1)(e), 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 provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).
_____ Neither the entity submitting this sworn statement, nor any of its officers,

directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an 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 CITY OF MOUNT DORA IS FOR THE CITY OF MOUNT DORA 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 CITY OF MOUNT DORA PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN FLORIDA STATUTES, SECTION 287.017, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

(stamp) _____

NOTARY PUBLIC

FIRM INFORMATION

Firm is a:

- () Corporation
- () Partnership
- () Sole Proprietorship
- () Other _____(Explain)

Federal Employer Identification Number: _____

Firm Name: _____

Mailing Address: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____ Web Address: _____

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

Submitted by: _____

Name & Title Printed: _____

**Request for Taxpayer
 Identification Number and Certification**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requestor's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number												
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Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
 Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

RFQ #24-GS-013

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<p>Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service</p>	<p>Request for Taxpayer Identification Number and Certification</p> <p>▶ Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	<p>Give Form to the requester. Do not send to the IRS.</p>
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<p>Print or type. See Specific Instructions on page 3.</p>	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small></p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p>	<p>Requestor's name and address (optional)</p>
	<p>6 City, state, and ZIP code</p>	
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number					
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Part II Certification

Under penalties of perjury, I certify that:

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

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

<p>Sign Here</p>	<p>Signature of U.S. person ▶ _____</p>	<p>Date ▶ _____</p>
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General Instructions

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

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- Form 1099-DIV (dividends, including those from stocks or mutual funds)
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- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
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Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)

Exhibit “A”

FHWA 1273

(REVISED 10/23/23)

Required Contract Provisions Federal-Aid Construction Contracts

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**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels: ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design- build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60- 1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

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1. **Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
 - a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).
 - b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."
2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
 - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
 - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
 - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
 - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
 - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
 - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract

provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:
 - a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
 - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
 - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
 - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

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within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

- 8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.
 - b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

- a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.
- b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
 - (1) Withholding monthly progress payments;
 - (2) Assessing sanctions;
 - (3) Liquidated damages; and/or
 - (4) Disqualifying the contractor from future bidding as non- responsible.
- c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

- a. The records kept by the contractor shall document the following:

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- (1) The number and work hours of minority and non- minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non- minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or

entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101.

Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

- (2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- (3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.
- (4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts- covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

- (2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.
- (3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:
 - (i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

- (ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and
- (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

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(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access (1) Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- (3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

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the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.
6. **Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.
7. **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis- Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.
9. **Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
10. **Certification of eligibility.** a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).
- c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);
 - b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);
 - c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or
 - d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

- 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. 29 CFR 5.5.
- 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 and interest from the date of the underpayment. 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

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mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* 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.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

- a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
- b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:
 - (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - (2) A contracting agency for its procurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower- tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

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- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish
 - (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long- standing interpretation of 23 CFR 635.116).
5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal- aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal 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 entering into this transaction. 2 CFR 180.330.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.
 - h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.
 - i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- j. Except for transactions authorized under paragraph (f) 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 may terminate this transaction for cause or default. 2 CFR 180.325.

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2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;
- (2) Have not within a three-year period preceding this proposal 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, 2 CFR 180.800;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).
- (5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. 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.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal 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. 2 CFR 1200.220 and 1200.332.

- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.
- h. 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 participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e 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

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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. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:
 - (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;
 - (2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
 - (3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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.
 - b. 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 Federal 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.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

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ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
 - a. To the extent that qualified persons regularly residing in the area are not available.
 - b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
 - c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information

submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT “B”

FEMA Required and Recommended Contract Provisions

2 C.F.R. s 200.326 Required Contract Clauses

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EXHIBIT “B”

FEMA Required and Recommended Contract Provisions

2 C.F.R. s 200.326 Required Contract Clauses

Requirements under the Uniform Rules. A non-Federal entity's contracts must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. §200.326.

All recipients of federally funded grants or use federal assistance to support procurements must comply with the applicable provisions of the Federal procurement standards 2 CFR Part 200. As a result, firms awarded federally funded contracts by the City of Mount Dora, must comply with the following contract provisions set forth herein, unless a particular award term or condition specifically states otherwise. These terms and conditions are hereby incorporated into any resulting contract.

Definition: *Firm/Contractor* means any company, corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, governmental body or similar legal entity.

1. **Remedies.**

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and must provide for sanctions and penalties as appropriate.

2. **Termination for Cause and Convenience.**

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, i B.

3. **Equal Employment Opportunity.**

Per 41 C.F.R. Part 60-1.4(b) all suppliers, respondents sub-respondents and consultants, shall include the insertion of the following contract clause:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, 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 considerations for employment without regard to race, color, religion, sex, 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 as maybe 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 (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the 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.”

4.) Contract Work Hours and Safety Standards Act. All contractors, suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the *Contract Work Hours and Safety Standards Act* (40 U.S.C. 3701–3708) and where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

Where applicable, all contracts awarded by the NFE of more than \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with statutory requirements on work hours and safety standards as stated under 40 U.S.C. § 3702 and 40 U.S.C. § 3704. Relevant definitions are at 40 U.S.C. § 3701 and 29 C.F.R. § 5.2.

Required Language:

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

(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 (b)(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 (b)(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 (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (insert name of grant recipient or sub recipient) 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 (b)(2) of this section.

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

Additional Recommended Language:

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required, the following language is to be included:

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

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. (2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.”

5) **Clean Air Act and the Federal Water Pollution Control Act.** All contractors, suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—when contract amounts exceed \$150,000 and agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401– 7671) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

a. Compliance language for contracts of amounts 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 (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in tum, report each violation as required to assure notification to the (name of recipient), 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 FEMA.”

“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 (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), 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 FEMA."

6. **Debarment and Suspension.** All contractors, suppliers, Respondents, sub-respondents, consultants, and sub-consultants are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

This requirement applies to all FEMA grant and cooperative agreement programs. The debarment and suspension clause is required for all contracts and subcontracts for \$25,000 or more, all contracts that require the consent of an official of a federal agency, and all contracts for federally required audit services. NFEs, even for procurements under \$25,000, must also comply with the regulation requiring non state entities to only award contracts to responsible vendors.

“Suspension and Debarment:

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 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).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of recipient/sub recipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/sub recipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 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.”

7. **Byrd Anti-Lobbying Amendment.** All contractors, suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Suppliers, Respondents, sub-respondents, consultants, and sub-consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an 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.

APPENDIX A. 44 C.F.R. PART 18 -CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000). See Required Forms Section 7.

8. **Procurement of Recovered Materials.** All contractors, suppliers, Respondents, and sub Respondents, consultants, sub-consultants must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. This required contract provision applies to all procurements over \$10,000 made by a state agency or an agency of a political subdivision of a state and its contractors.

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

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.”

9. **Prohibition on Contracting for Covered Telecommunications Equipment or Services**

2 C.F.R. 200.216 prohibits non-federal entities receiving federal grant funds from entering into a contract (or extend or renew a contract) to procure or obtain equipment, services, or system 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 from the Chinese manufacturers Huawei and ZTE.

Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and sub recipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:

- a. 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;
- b. 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; or
- c. 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.

“Prohibition on Contracting for Covered Telecommunications Equipment or Services

- (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in

FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

(b) Prohibitions.

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

- (1) This clause does not prohibit contractors from providing:
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (3) 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 sub recipient, unless elsewhere in this contract are established procedures for reporting the information.

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

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts.

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

10. **Domestic Preferences for Procurements**

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

1. **Access to Records.** In general all official project records and documents must be maintained during the operation of this project and for a period of five years following close out. The City of Mount Dora, the comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents papers and records of the of the Administering Agency which are pertinent to the execution of the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff See DHS Standard Terms and Conditions, v 3.0, of XXVI (2013).

The following contract language should be used:

“The Contractor agrees to provide (insert non-federal entity), (insert name of pass-through entity, if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are

directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

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

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the (insert name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.”

2. Additional FEMA Requirements.

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts.

a. Changes

“To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.”

3. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

Contractor acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

4. No Obligation by Federal Government

This is an acknowledgement the federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

5. Program Fraud and False or Fraudulent Statements or Related Acts

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

6. Affirmative Socioeconomic Steps

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

7. Copyright and Data Rights

“License and Delivery of Works Subject to Copyright and Data Rights -

The Contractor grants to the (insert name of the non-federal entity), 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 (insert name of the non-federal entity) 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 (insert name of the non-federal entity) 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 (insert name of the non-federal entity).”

8. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, r: XXV (2013).
- b. The following provides a contract clause regarding DHS Seal. Logo, and Flags:

"The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval."

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EXHIBIT “C”
FEMA Required and Recommended Contract Provisions

2 C.F.R. Part 200, Appendix II, Required Contract Clauses

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APPENDIX II TO CFR 200 –

Contract Provisions For Non-Federal Entity Contracts Under Federal Awards And Other Required Clauses

APPENDIX II TO CFR 200 – Contract Provisions For Non-Federal Entity Contracts Under Federal Awards. In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

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

D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is

permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended—Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). 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 (42 U.S.C. 6201).

H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

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

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

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

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115- 232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- (c) See Public Law 115-232, section 889 for additional information.
- (d) See also § 200.471.

L. Domestic preferences for procurements

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

American Rescue Plan Act Required Contract Clauses

A. EQUAL EMPLOYMENT OPPORTUNITY

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

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

B. INCREASING SEAT BELT USE IN THE UNITED STATES

It is encouraged that the contractor adopts and enforces on the job seat belt policies and programs when operating company owned, rented or personal owned vehicles. The contractor is encouraged to include this clause in subcontract that is issued.

C. REDUCING TEXT MESSAGING WHILE DRIVING

It is encouraged that the contractor adopts and enforces policies and programs that ban text messaging while driving or operating company owned, rented or personal owned vehicles. The contractor is encouraged to include this clause in subcontract that is issued.

D. ACCESS TO RECORDS

- (1) The contractor agrees to provide the City of Altamonte Springs, State of Florida, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (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 City of Altamonte Springs, State of Florida, the Comptroller General of the United States, or any of their authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.

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

If subcontractors are let, the contractor shall take all affirmative steps listed below in the procurement of subcontractors:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- (5) Using the services and assistance, as appropriate, of such organizations as the small business administration and the minority business development agency of the Department of Commerce.

F. CHANGES

The City, without invalidating this Contract, may order changes in the Work within the general scope of this Contract consisting of additions, deletions, or other revisions, the Contract price and time being adjusted accordingly. All such changes in the Work shall be authorized by a written Addendum to this Contract, and shall be executed under the applicable conditions of the Contract. If the Contractor plans to make a claim for an increase in the Contract price or an extension in the Contract Schedule/Term, he shall first give the City written notice thereof, such notice shall be given within ten (10) calendar days after the occurrence of the event giving rise to such a claim. The Contractor shall give this written notice to the City, and a written approval secured from the Procurement Manager, before proceeding to execute the Work, except in an emergency endangering life or property, in which case the Contractor shall immediately proceed. No claim for extra work will be considered valid by the City unless first submitted in writing.

G. ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

(1) Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, As amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

(2) Contractor acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.

(3) Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the

Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

(4) Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assignees for the period in which such assistance is provided.

(5) The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

H. COPELAND ANTI-KICKBACK ACT

(1) The contractor hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause: i. "Contractor. The contractor shall comply with 18 U.S.C. Statute 874, 40 U.S.C. Statute 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract."

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause in (1)I above and such other clauses as the Secretary may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of the contract clauses.

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

I. FEDERAL DRUG FREE WORKPLACE Contractor agrees to comply with the drug-free workplace requirements for federal Contractors pursuant to 41 U.S.C.A. § 8102.

EXHIBIT “D”

ZOOM MEETING ACCESS INFORMATION

Solicitation Opening via ZOOM:

Topic: RFQ 24-GS-013 PROFESSIONAL CONSULTANT SERVICES- OPENING
Time: Jul 15, 2024 02:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/84246208025?pwd=Y22TpgTNYLJfzg2RIGJNsuL9Pif1Fo.1>

Meeting ID: 842 4620 8025

Passcode: 760006



**CITY OF
MOUNT
DORA**

Purchasing Division

Whitney Donovan
Purchasing Coordinator
510 N. Baker Street
Mount Dora, FL 32757
Voice: 352-735-7176
Fax: 352-735-1406
E-mail: donovanw@moundora.gov

Date: June 30, 2024

To: All Submitting Vendors

Re: **NOTICE OF INTENT TO AWARD: RFQ #24-GS-013 "Professional Consultant Services"**

This letter serves as notification that the RFQ Evaluation Committee, comprised of Sheila Hayes, Cathy Lunday, George Marek, Adam Sumner, and Wayne Zimmerman, will present to the City Council, a recommendation of award for the firms mentioned below in all categories.

On June 13, 2024, RFQ #24-GS-013, was issued resulting in 81 timely proposals being received by the opening date and time of July 15, 2024 at 2:00 p.m. The proposals received were responsive to all RFQ requirements.

The Evaluation Committee met on June 29, 2024 to discuss and score the 81 proposals received. The discussion was detailed and scoring (see below) was consistent. Please see below for the final scoring and results.

The Evaluation Committee unanimously voted to move forward with a final recommendation of award to the City of Mount Dora City Council. Presentation/Q&A sessions will not be held.

If you have any questions regarding the procurement procedures, please contact me via e-mail at donovanw@moundora.gov.

We appreciate your interest in doing business with The City of Mount Dora and we look forward to working with you on future projects.

Best Regards,

Whitney Donovan
Purchasing Coordinator

The Selected Vendors Are Highlighted in Yellow for Each Group.

Group A: STORMWATER MANAGEMENT AND DESIGN SERVICES

Group B: WATER AND WASTEWATER UTILITY ENGINEERING SERVICES

Group C: LANDSCAPE ARCHITECTURE SERVICES

Group D: FACILITIES (BUILDINGS) ARCHITECTURAL & ENGINEERING SERVICES

Group E: CIVIL ENGINEERING (WATER, SEWER, RECLAIM PLANTS)

Group F: CIVIL ENGINEERING (WATER, SEWER, RECLAIM LINES)

Group G: GEOTECHNICAL SERVICES

Group H: SECURITY ENGINEERING SERVICES- No Proposals Received

Group I: SURVEYING AND MAPPING SERVICES

Group J: ENVIRONMENTAL, ARCHEOLOGICAL AND HISTORICAL SERVICES

Group K: CIVIL ENGINEERING (ROADWAY, SIDEWALKS AND PARKING FACILITIES)

Group L: ELECTRIC UTILITY (ENGINEERING, PLANNING AND OPERATIONS)

Group M: MEP SERVICES

Group N: STRUCTURAL ENGINEERING SERVICES

Group O: TRAFFIC/TRANSPORTATION

Group P: PLANNING

Group A: STORMWATER MANAGEMENT AND DESIGN SERVICES

Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
CivilSurv Design Group Inc	90	5	450.00	69	5	345.00	100	5	500.00	83	5	415.00	66	5	330.00	2,040.00	4.00
DRMP, Inc.	100	5	500.00	68	5	340.00	91	5	455.00	92	5	460.00	81	5	405.00	2,160.00	3.00
Half Associates, Inc.	100	5	500.00	66	5	330.00	95	5	475.00	98	5	490.00	95	5	475.00	2,270.00	2.00
Kimley-Horn and Associates, Inc.	100	5	500.00	63	5	315.00	97	5	485.00	100	5	500.00	95	5	475.00	2,275.00	1.00
Kleinfelder	95	5	475.00	62	5	310.00	94	5	470.00	98	5	490.00	44	5	220.00	1,965.00	5.00
Neel-Schaffer, Inc	95	5	475.00	63	5	315.00	93	5	465.00	93	5	465.00	44	5	220.00	1,940.00	6.00

Group B: WATER AND WASTEWATER UTILITY ENGINEERING SERVICES

Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
Arminius Consultants	80	5	400.00	55	5	275.00	97	5	485.00	75	5	375.00	60	5	300.00	1,835.00	6.00
CivilSurv Design Group, Inc	90	5	450.00	60	5	300.00	100	5	500.00	88	5	440.00	60	5	300.00	1,990.00	5.00
CPH Engineers	100	5	500.00	60	5	300.00	98	5	490.00	100	5	500.00	80	5	400.00	2,190.00	3.00
Florida Technical Consultants	80	5	400.00	35	5	175.00	63	5	315.00	60	5	300.00	60	5	300.00	1,490.00	8.00
Half Associates, Inc.	100	5	500.00	60	5	300.00	96	5	480.00	98	5	490.00	100	5	500.00	2,270.00	2.00
Kimley-Horn and Associates, Inc.	100	5	500.00	70	5	350.00	98	5	490.00	100	5	500.00	100	5	500.00	2,340.00	1.00
Kleinfelder	80	5	400.00	40	5	200.00	94	5	470.00	90	5	450.00	60	5	300.00	1,820.00	7.00
Mittauer & Associates, Inc.	100	5	500.00	60	5	300.00	97	5	485.00	90	5	450.00	60	5	300.00	2,035.00	4.00

Group C: LANDSCAPE ARCHITECTURE SERVICES

Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
Catalyst Design Group	75	5	375.00	85	5	425.00	97	5	485.00	90	5	450.00	60	5	300.00	2,035.00	5.00
CPH Engineers	100	5	500.00	50	5	250.00	94	5	470.00	100	5	500.00	60	5	300.00	2,020.00	6.00
GAI Consultants	100	5	500.00	65	5	325.00	98	5	490.00	93	5	465.00	100	5	500.00	2,280.00	2.00
Half Associates, Inc.	100	5	500.00	65	5	325.00	95	5	475.00	100	5	500.00	100	5	500.00	2,300.00	1.00
Inspire Placemaking Collective, Inc	75	5	375.00	80	5	400.00	97	5	485.00	82	5	410.00	60	5	300.00	1,970.00	7.00
Kimley-Horn and Associates, Inc.	100	5	500.00	65	5	325.00	97	5	485.00	100	5	500.00	60	5	300.00	2,110.00	4.00
LandDesign	75	5	375.00	85	5	425.00	95	5	475.00	83	5	415.00	88	5	440.00	2,130.00	3.00
Pennoni Associates, Inc	75	5	375.00	65	5	325.00	95	5	475.00	70	5	350.00	60	5	300.00	1,825.00	8.00

Group D: FACILITIES (BUILDINGS) ARCHITECTURAL & ENGINEERING SERVICES																	
Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
Bentley Group, Inc	100	5	500.00	85	5	425.00	99	5	495.00	97	5	485.00	80	5	400.00	2,305.00	2.00
CPH Engineers	100	5	500.00	80	5	400.00	98	5	490.00	100	5	500.00	100	5	500.00	2,390.00	1.00
DLZ	85	5	425.00	40	5	200.00	96	5	480.00	60	5	300.00	60	5	300.00	1,705.00	6.00
Harvard Jolly, Inc	80	5	400.00	85	5	425.00	96	5	480.00	75	5	375.00	60	5	300.00	1,980.00	5.00
Kimley-Horn and Associates, Inc.	100	5	500.00	45	5	225.00	97	5	485.00	100	5	500.00	100	5	500.00	2,210.00	3.00
Monarch Design Group	80	5	400.00	75	5	375.00	97	5	485.00	68	5	340.00	80	5	400.00	2,000.00	4.00

Group E: CIVIL ENGINEERING (WATER, SEWER, RECLAIM PLANTS)																	
Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
Arminius Consultants	95	5	475.00	85	5	425.00	98	5	490.00	71	5	355.00	66	5	330.00	2,075.00	5.00
CPH Engineers	100	5	500.00	85	5	425.00	95	5	475.00	100	5	500.00	80	5	400.00	2,300.00	3.00
Half Associates, Inc.	100	5	500.00	95	5	475.00	96	5	480.00	95	5	475.00	100	5	500.00	2,430.00	2.00
Kimley-Horn and Associates, Inc.	100	5	500.00	95	5	475.00	97	5	485.00	100	5	500.00	100	5	500.00	2,460.00	1.00
Mittauer & Associates, Inc.	100	5	500.00	90	5	450.00	97	5	485.00	88	5	440.00	60	5	300.00	2,175.00	4.00

Group G: GEOTECHNICAL SERVICES																	
Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
Nadic Engineering	100	5	500.00	90	5	450.00	98	5	490.00	95	5	475.00	100	5	500.00	2,415.00	1.00
Terracon Consultants, Inc	100	5	500.00	90	5	450.00	98	5	490.00	95	5	475.00	80	5	400.00	2,315.00	2.00

Group H: SECURITY ENGINEERING SERVICES- (No Proposals Received)																	
Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
No Responses																	

Group I: SURVEYING AND MAPPING SERVICES																	
Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
Carnahan, Proctor and Cross, Inc	90	5	450.00	84	5	420.00	90	5	450.00	95	5	475.00	60	5	300.00	2,095.00	6.00
CivilSurv Design Group Inc	90	5	450.00	89	5	445.00	97	5	485.00	78	5	390.00	60	5	300.00	2,070.00	7.00
CPH Engineers	100	5	500.00	83	5	415.00	95	5	475.00	100	5	500.00	80	5	400.00	2,290.00	3.00
DRMP, Inc.	100	5	500.00	98	5	490.00	90	5	450.00	100	5	500.00	60	5	300.00	2,240.00	4.00
Half Associates, Inc.	100	5	500.00	96	5	480.00	96	5	480.00	100	5	500.00	80	5	400.00	2,360.00	2.00
Southeastern Surveying and Mapping Corporation	85	5	425.00	97	5	485.00	95	5	475.00	100	5	500.00	100	5	500.00	2,385.00	1.00
SurvTech Solutions	85	5	425.00	92	5	460.00	96	5	480.00	81	5	405.00	60	5	300.00	2,070.00	7.00
WGI, Inc	85	5	425.00	100	5	500.00	95	5	475.00	88	5	440.00	60	5	300.00	2,140.00	5.00

Group J: ENVIRONMENTAL, ARCHEOLOGICAL AND HISTORICAL SERVICES																	
Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
CPH Engineers	100	5	500.00	85	5	425.00	95	5	475.00	98	5	490.00	80	5	400.00	2,290.00	3.00
DRMP, Inc.	100	5	500.00	93	5	465.00	90	5	450.00	100	5	500.00	80	5	400.00	2,315.00	2.00
Half Associates, Inc.	100	5	500.00	92	5	460.00	96	5	480.00	80	5	400.00	100	5	500.00	2,340.00	1.00
Kleinfelder	100	5	500.00	85	5	425.00	95	5	475.00	90	5	450.00	80	5	400.00	2,250.00	5.00
Terracon Consultants, Inc	95	5	475.00	90	5	450.00	96	5	480.00	97	5	485.00	80	5	400.00	2,290.00	3.00

Group J: ENVIRONMENTAL, ARCHEOLOGICAL AND HISTORICAL SERVICES																	
Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
CPH Engineers	100	5	500.00	85	5	425.00	95	5	475.00	98	5	490.00	80	5	400.00	2,290.00	3.00
DRMP, Inc.	100	5	500.00	93	5	465.00	90	5	450.00	100	5	500.00	80	5	400.00	2,315.00	2.00
Half Associates, Inc.	100	5	500.00	92	5	460.00	96	5	480.00	80	5	400.00	100	5	500.00	2,340.00	1.00
Kleinfelder	100	5	500.00	85	5	425.00	95	5	475.00	90	5	450.00	80	5	400.00	2,250.00	5.00
Terracon Consultants, Inc	95	5	475.00	90	5	450.00	96	5	480.00	97	5	485.00	80	5	400.00	2,290.00	3.00

* The below mentioned tie-breaker pulled from the RFQ was the deciding factor for choosing CPH. If one has or had a contract with the City and performance is or was satisfactory. If performance of a tie bidder who has or had a contract with the City and performance is or was not satisfactory, the other firm is awarded the tie-breaker.

Group K: CIVIL ENGINEERING (ROADWAY, SIDEWALKS AND PARKING FACILITIES)																	
Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
Carnahan, Proctor and Cross, Inc	95	5	475.00	86	5	430.00	90	5	450.00	93	5	465.00	60	5	300.00	2,120.00	5.00
CivilSurv Design Group Inc	95	5	475.00	87	5	435.00	92	5	460.00	78	5	390.00	60	5	300.00	2,060.00	7.00
CPH Engineers	100	5	500.00	85	5	425.00	95	5	475.00	100	5	500.00	80	5	400.00	2,300.00	2.00
DRMP, Inc.	100	5	500.00	88	5	440.00	85	5	425.00	100	5	500.00	80	5	400.00	2,265.00	4.00
Half Associates, Inc.	100	5	500.00	93	5	465.00	89	5	445.00	78	5	390.00	100	5	500.00	2,300.00	2.00
Kimley-Horn and Associates, Inc.	100	5	500.00	92	5	460.00	98	5	490.00	100	5	500.00	100	5	500.00	2,450.00	1.00
Neel-Schaffer, Inc	95	5	475.00	80	5	400.00	90	5	450.00	91	5	455.00	60	5	300.00	2,080.00	6.00

Group L: ELECTRIC UTILITY (ENGINEERING, PLANNING AND OPERATIONS)																	
Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
DSTENGINEERS, LLC	100	5	500.00	41	5	205.00	94	5	470.00	85	5	425.00	85	5	425.00	2,025.00	2.00
SEL Engineering Services, Inc	100	5	500.00	21	5	105.00	92	5	460.00	70	5	350.00	100	5	500.00	1,915.00	3.00
TEAMWORKnet, Inc	100	5	500.00	65	5	325.00	100	5	500.00	100	5	500.00	100	5	500.00	2,325.00	1.00

Group M: MEP SERVICES																	
Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
SGM Engineering, Inc	100	5	500.00	100	5	500.00	97	5	485.00	100	5	500.00	100	5	500.00	2,485.00	1.00

Group N: STRUCTURAL ENGINEERING SERVICES																	
Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
CPH Engineers	100	5	500.00	93	5	465.00	95	5	475.00	100	5	500.00	60	5	300.00	2,240.00	3.00
Dredging & Marine Consultants	100	5	500.00	90	5	450.00	100	5	500.00	90	5	450.00	100	5	500.00	2,400.00	2.00
Kimley-Horn and Associates, Inc.	100	5	500.00	88	5	440.00	95	5	475.00	100	5	500.00	100	5	500.00	2,415.00	1.00

Group P: PLANNING																	
Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
CPH Engineers	100	5	500.00	90	5	450.00	95	5	475.00	100	5	500.00	80	5	400.00	2,325.00	3.00
England, Thims & Miller, Inc	95	5	475.00	89	5	445.00	95	5	475.00	75	5	375.00	60	5	300.00	2,070.00	6.00
GAI Consultants	100	5	500.00	78	5	390.00	98	5	490.00	90	5	450.00	100	5	500.00	2,330.00	2.00
Half Associates, Inc.	100	5	500.00	96	5	480.00	95	5	475.00	75	5	375.00	80	5	400.00	2,230.00	4.00
Inspire Placemaking Collective, Inc	95	5	475.00	84	5	420.00	97	5	485.00	85	5	425.00	60	5	300.00	2,105.00	5.00
Kimley-Horn and Associates, Inc.	100	5	500.00	84	5	420.00	95	5	475.00	100	5	500.00	100	5	500.00	2,395.00	1.00
WGI, Inc	95	5	475.00	87	5	435.00	95	5	475.00	71	5	355.00	60	5	300.00	2,040.00	7.00

Group A:

Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
CivilSurv Design Group Inc	90	5	450.00	69	5	345.00	100	5	500.00	83	5	415.00	66	5	330.00	2,040.00	4.00
DRMP, Inc.	100	5	500.00	68	5	340.00	91	5	455.00	92	5	460.00	81	5	405.00	2,160.00	3.00
Half Associates, Inc.	100	5	500.00	66	5	330.00	95	5	475.00	98	5	490.00	95	5	475.00	2,270.00	2.00
Kimley-Horn and Associates, Inc.	100	5	500.00	63	5	315.00	97	5	485.00	100	5	500.00	95	5	475.00	2,275.00	1.00
Kleinfelder	95	5	475.00	62	5	310.00	94	5	470.00	98	5	490.00	44	5	220.00	1,965.00	5.00
Neel-Schaffer, Inc	95	5	475.00	63	5	315.00	93	5	465.00	93	5	465.00	44	5	220.00	1,940.00	6.00

Group B:

Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
Arminius Consultants	80	5	400.00	55	5	275.00	97	5	485.00	75	5	375.00	60	5	300.00	1,835.00	6.00
CivilSurv Design Group, Inc	90	5	450.00	60	5	300.00	100	5	500.00	88	5	440.00	60	5	300.00	1,990.00	5.00
CPH Engineers	100	5	500.00	60	5	300.00	98	5	490.00	100	5	500.00	80	5	400.00	2,190.00	3.00
Florida Technical Consultants	80	5	400.00	35	5	175.00	63	5	315.00	60	5	300.00	60	5	300.00	1,490.00	8.00
Half Associates, Inc.	100	5	500.00	60	5	300.00	96	5	480.00	98	5	490.00	100	5	500.00	2,270.00	2.00
Kimley-Horn and Associates, Inc.	100	5	500.00	70	5	350.00	98	5	490.00	100	5	500.00	100	5	500.00	2,340.00	1.00
Kleinfelder	80	5	400.00	40	5	200.00	94	5	470.00	90	5	450.00	60	5	300.00	1,820.00	7.00
Mittauer & Associates, Inc.	100	5	500.00	60	5	300.00	97	5	485.00	90	5	450.00	60	5	300.00	2,035.00	4.00

Group C:

Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
Catalyst Design Group	75	5	375.00	85	5	425.00	97	5	485.00	90	5	450.00	60	5	300.00	2,035.00	5.00
CPH Engineers	100	5	500.00	50	5	250.00	94	5	470.00	100	5	500.00	60	5	300.00	2,020.00	6.00
GAI Consultants	100	5	500.00	65	5	325.00	98	5	490.00	93	5	465.00	100	5	500.00	2,280.00	2.00
Half Associates, Inc.	100	5	500.00	65	5	325.00	95	5	475.00	100	5	500.00	100	5	500.00	2,300.00	1.00
Inspire Placemaking Collective, Inc	75	5	375.00	80	5	400.00	97	5	485.00	82	5	410.00	60	5	300.00	1,970.00	7.00
Kimley-Horn and Associates, Inc.	100	5	500.00	65	5	325.00	97	5	485.00	100	5	500.00	60	5	300.00	2,110.00	4.00
LandDesign	75	5	375.00	85	5	425.00	95	5	475.00	83	5	415.00	88	5	440.00	2,130.00	3.00
Pennoni Associates, Inc	75	5	375.00	65	5	325.00	95	5	475.00	70	5	350.00	60	5	300.00	1,825.00	8.00

Group D:

Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
Bentley Group, Inc	100	5	500.00	85	5	425.00	99	5	495.00	97	5	485.00	80	5	400.00	2,305.00	2.00
CPH Engineers	100	5	500.00	80	5	400.00	98	5	490.00	100	5	500.00	100	5	500.00	2,390.00	1.00
DLZ	85	5	425.00	40	5	200.00	96	5	480.00	60	5	300.00	60	5	300.00	1,705.00	6.00
Harvard Jolly, Inc	80	5	400.00	85	5	425.00	96	5	480.00	75	5	375.00	60	5	300.00	1,980.00	5.00
Kimley-Horn and Associates, Inc.	100	5	500.00	45	5	225.00	97	5	485.00	100	5	500.00	100	5	500.00	2,210.00	3.00
Monarch Design Group	80	5	400.00	75	5	375.00	97	5	485.00	68	5	340.00	80	5	400.00	2,000.00	4.00

Group E:

Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
Arminius Consultants	95	5	475.00	85	5	425.00	98	5	490.00	71	5	355.00	66	5	330.00	2,075.00	5.00
CPH Engineers	100	5	500.00	85	5	425.00	95	5	475.00	100	5	500.00	80	5	400.00	2,300.00	3.00
Half Associates, Inc.	100	5	500.00	95	5	475.00	96	5	480.00	95	5	475.00	100	5	500.00	2,430.00	2.00
Kimley-Horn and Associates, Inc.	100	5	500.00	95	5	475.00	97	5	485.00	100	5	500.00	100	5	500.00	2,460.00	1.00
Mittauer & Associates, Inc.	100	5	500.00	90	5	450.00	97	5	485.00	88	5	440.00	60	5	300.00	2,175.00	4.00

Group F:

Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
Arminius Consultants	85	5	425.00	45	5	225.00	99	5	495.00	74	5	370.00	60	5	300.00	1,815.00	8.00
CivilSurv Design Group Inc	90	5	450.00	55	5	275.00	99	5	495.00	83	5	415.00	60	5	300.00	1,935.00	5.00
CPH Engineers	100	5	500.00	60	5	300.00	98	5	490.00	100	5	500.00	80	5	400.00	2,190.00	3.00
Half Associates, Inc.	100	5	500.00	60	5	300.00	96	5	480.00	95	5	475.00	100	5	500.00	2,255.00	2.00
Kimley-Horn and Associates, Inc.	100	5	500.00	60	5	300.00	98	5	490.00	100	5	500.00	100	5	500.00	2,290.00	1.00
Kleinfelder	100	5	500.00	35	5	175.00	94	5	470.00	90	5	450.00	60	5	300.00	1,895.00	7.00
Mittauer & Associates, Inc.	100	5	500.00	60	5	300.00	97	5	485.00	88	5	440.00	60	5	300.00	2,025.00	4.00
Neel-Schaffer, Inc	100	5	500.00	40	5	200.00	93	5	465.00	93	5	465.00	60	5	300.00	1,930.00	6.00

Group G:

Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
Nadic Engineering	100	5	500.00	90	5	450.00	98	5	490.00	95	5	475.00	100	5	500.00	2,415.00	1.00
Terracon Consultants, Inc	100	5	500.00	90	5	450.00	98	5	490.00	95	5	475.00	80	5	400.00	2,315.00	2.00

07/29/2024 @ 10:00 AM

Group H:

Evaluators Name: _____

Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
No Responses																	

No Responses

Group I:

Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
Carnahan, Proctor and Cross, Inc	90	5	450.00	84	5	420.00	90	5	450.00	95	5	475.00	60	5	300.00	2,095.00	6.00
CivilSurv Design Group Inc	90	5	450.00	89	5	445.00	97	5	485.00	78	5	390.00	60	5	300.00	2,070.00	7.00
CPH Engineers	100	5	500.00	83	5	415.00	95	5	475.00	100	5	500.00	80	5	400.00	2,290.00	3.00
DRMP, Inc.	100	5	500.00	98	5	490.00	90	5	450.00	100	5	500.00	60	5	300.00	2,240.00	4.00
Half Associates, Inc.	100	5	500.00	96	5	480.00	96	5	480.00	100	5	500.00	80	5	400.00	2,360.00	2.00
Southeastern Surveying and Mapping Corporation	85	5	425.00	97	5	485.00	95	5	475.00	100	5	500.00	100	5	500.00	2,385.00	1.00
SurvTech Solutions	85	5	425.00	92	5	460.00	96	5	480.00	81	5	405.00	60	5	300.00	2,070.00	7.00
WGI, Inc	85	5	425.00	100	5	500.00	95	5	475.00	88	5	440.00	60	5	300.00	2,140.00	5.00

Group J:

Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
CPH Engineers	100	5	500.00	85	5	425.00	95	5	475.00	98	5	490.00	80	5	400.00	2,290.00	3.00*
DRMP, Inc.	100	5	500.00	93	5	465.00	90	5	450.00	100	5	500.00	80	5	400.00	2,315.00	2.00
Half Associates, Inc.	100	5	500.00	92	5	460.00	96	5	480.00	80	5	400.00	100	5	500.00	2,340.00	1.00
Kleinfelder	100	5	500.00	85	5	425.00	95	5	475.00	90	5	450.00	80	5	400.00	2,250.00	5.00
Terracon Consultants, Inc	95	5	475.00	90	5	450.00	96	5	480.00	97	5	485.00	80	5	400.00	2,290.00	3.00

*The below mentioned tie-breaker pulled from the RFQ was the deciding factor in choosing CPH. If one has or had a contract with the City and performance is or was satisfactory. If performance of a tie bidder who has or had a contract with the City and performance is or was not satisfactory, the other tie-bidder is awarded.

Group K:

Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
Carnahan, Proctor and Cross, Inc	95	5	475.00	86	5	430.00	90	5	450.00	93	5	465.00	60	5	300.00	2,120.00	5.00
CivilSurv Design Group Inc	95	5	475.00	87	5	435.00	92	5	460.00	78	5	390.00	60	5	300.00	2,060.00	7.00
CPH Engineers	100	5	500.00	85	5	425.00	95	5	475.00	100	5	500.00	80	5	400.00	2,300.00	2.00
DRMP, Inc.	100	5	500.00	88	5	440.00	85	5	425.00	100	5	500.00	80	5	400.00	2,265.00	4.00
Half Associates, Inc.	100	5	500.00	93	5	465.00	89	5	445.00	78	5	390.00	100	5	500.00	2,300.00	2.00
Kimley-Horn and Associates, Inc.	100	5	500.00	92	5	460.00	98	5	490.00	100	5	500.00	100	5	500.00	2,450.00	1.00
Neel-Schaffer, Inc	95	5	475.00	80	5	400.00	90	5	450.00	91	5	455.00	60	5	300.00	2,080.00	6.00

Group L:

Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
DSTENGINEERS, LLC	100	5	500.00	41	5	205.00	94	5	470.00	85	5	425.00	85	5	425.00	2,025.00	2.00
SEL Engineering Services, Inc	100	5	500.00	21	5	105.00	92	5	460.00	70	5	350.00	100	5	500.00	1,915.00	3.00
TEAMWORKnet, Inc	100	5	500.00	65	5	325.00	100	5	500.00	100	5	500.00	100	5	500.00	2,325.00	1.00

Group M:

Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
SGM Engineering, Inc	100	5	500.00	100	5	500.00	97	5	485.00	100	5	500.00	100	5	500.00	2,485.00	1.00

Group N:

Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
CPH Engineers	100	5	500.00	93	5	465.00	95	5	475.00	100	5	500.00	60	5	300.00	2,240.00	3.00
Dredging & Marine Consultants	100	5	500.00	90	5	450.00	100	5	500.00	90	5	450.00	100	5	500.00	2,400.00	2.00
Kimley-Horn and Associates, Inc.	100	5	500.00	88	5	440.00	95	5	475.00	100	5	500.00	100	5	500.00	2,415.00	1.00

Group O:

Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
Carnahan, Proctor and Cross, Inc	85	5	425.00	74	5	370.00	90	5	450.00	100	5	500.00	80	5	400.00	2,145.00	4.00
CPH Engineers	95	5	475.00	88	5	440.00	95	5	475.00	100	5	500.00	80	5	400.00	2,290.00	3.00
Kimley-Horn and Associates, Inc.	100	5	500.00	87	5	435.00	98	5	490.00	95	5	475.00	100	5	500.00	2,400.00	1.00
Neel-Schaffer, Inc	100	5	500.00	88	5	440.00	88	5	440.00	91	5	455.00	100	5	500.00	2,335.00	2.00

Group P:

Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
CPH Engineers	100	5	500.00	90	5	450.00	95	5	475.00	100	5	500.00	80	5	400.00	2,325.00	3.00
England, Thims & Miller, Inc	95	5	475.00	89	5	445.00	95	5	475.00	75	5	375.00	60	5	300.00	2,070.00	6.00
GAI Consultants	100	5	500.00	78	5	390.00	98	5	490.00	90	5	450.00	100	5	500.00	2,330.00	2.00
Half Associates, Inc.	100	5	500.00	96	5	480.00	95	5	475.00	75	5	375.00	80	5	400.00	2,230.00	4.00
Inspire Placemaking Collective, Inc	95	5	475.00	84	5	420.00	97	5	485.00	85	5	425.00	60	5	300.00	2,105.00	5.00
Kimley-Horn and Associates, Inc.	100	5	500.00	84	5	420.00	95	5	475.00	100	5	500.00	100	5	500.00	2,395.00	1.00
WGI, Inc	95	5	475.00	87	5	435.00	95	5	475.00	71	5	355.00	60	5	300.00	2,040.00	7.00