



City of Mount Dora
510 North Baker Street
Mount Dora, Florida 32757
352-735-7126

Mount Dora City Council
Mount Dora City Hall Board Room
510 North Baker Street, Mount Dora, Florida 32757
October 1, 2024, 6:00 PM

AGENDA

CALL TO ORDER

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

- | | |
|---|----|
| 1. Proclamation Recognizing Hispanic Heritage Month | 4 |
| 2. Proclamation Recognizing Breast Cancer Awareness Month | 7 |
| 3. Proclamation Recognizing Fire Prevention Week | 9 |
| 4. Proclamation Cybersecurity Awareness Month | 11 |
| 5. Presentation by the Information Technology (IT) Department | 13 |
| 6. Mount Dora Fun Fact | |

PUBLIC COMMENT

APPROVAL OF AGENDA

CONSENT AGENDA

1. Request Approval of Agreement and Task Authorization with Ovivo USA Inc. 23
to Furnish and Install a 5 HP Submerged Turbine Mixer at
Wastewater Treatment Plant No. 2
2. Request for Approval of Agreements for the Continuing Professional Consultant 47
Services from RFQ 24-GS-013 for the City, the CRA, and, the Northeast CRA

ACTION ITEMS

1. Request to Ratify the Rescheduling of the November 5, 2024, City Council 159
Regular Session to November 4, 2024 at 6:00 p.m.

PUBLIC HEARINGS-RESOLUTIONS/ORDINANCES

1. Request Adoption of **Resolution No. 2024-33**, Approving Fireworks Launch 161
from the 4th Avenue Docks for 2024 Light Up Mount Dora Event
2. Request Adoption of **Resolution No. 2024-34**, Approving Fireworks Launch and 181
Dock Closure on December 31, 2024, New Year's Eve Event
3. Request Approval of **Resolution No. 2024-36**, Amendment to Purchasing 201
Authority Policy

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORT

COMMUNICATIONS AND REPORTS

- Councilmember John Cataldo
- Councilmember Cal Rolfson
- Councilmember Dennis Dawson
- Councilmember Nate Walker

- Councilmember Doug Bryant
- Vice-mayor Marc Crail
- Mayor Crissy Stile

FUTURE MEETING DATES

1. Tuesday, October 15, 2024, 6:00 PM, Regular Session

ADJOURNMENT

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE AT THIS MEETING WITH RESPECT TO ANY MATTER CONSIDERED AT ANY MEETING OR HEARING, 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. VERBATIM RECORD WILL NOT BE PROVIDED BY THE CITY OF MOUNT DORA.

NOTICE: IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS NEEDING A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE CITY CLERK AT LEAST 48 HOURS PRIOR TO THE PROCEEDINGS. TELEPHONE (352) 735-7126 FOR ASSISTANCE. 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: October 1, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Proclamation Recognizing Hispanic Heritage Month

Introduction:

This is an opportunity for the reading of a Proclamation recognizing Hispanic Heritage Month.

Discussion:

National Hispanic Heritage Month is annually celebrated from September 15 to October 15 to recognize the contributions and influence of Hispanic Americans to the history, culture, and achievements of the United States. Hispanic Heritage Month is celebrated in September and October because it coincides with the independence days of several Latin American countries and because of significant victories for the Hispanic community in those months:

Independence days: Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua celebrate their independence on September 15, Mexico on September 16, and Chile on September 18.
Columbus Day: Columbus Day, or Día de la Raza, is celebrated on October 12.

Hispanic Heritage Month began as a week-long celebration in 1968 under President Johnson. President Reagan expanded the celebration to a month in 1988.

The Hispanic population is growing rapidly, and Hispanic Heritage Month provides a way to recognize the importance of these communities.

The theme for this year's observance is "Pioneers of Change: Shaping the Future Together," which celebrates past and present Hispanic trailblazers who drive positive change for a more inclusive future.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

Mayor Stile read into the record the proclamation recognizing Hispanic Heritage Month.

Attachment(s):

1. 2024.Hispanic Heritage Month

Prepared by: Jeanann Hand, City Clerk
Reviewed by: Vince Sandersfeld, City Manager

Final Approval - 9/20/2024



WHEREAS, as a community that is committed to celebrating our diversity, the City of Mount Dora is proud to join in the national recognition of Hispanic Heritage Month to recognize the contributions and accomplishments of Hispanic Americans; and

WHEREAS, Hispanic Americans have had a lasting impact on the United States, making our nation, state, region and community stronger; and

WHEREAS, in Mount Dora, Hispanic Americans represent numerous and distinct cultures, helping to shape our community into a more vibrant place to live; and

WHEREAS, this year's national Hispanic Heritage Month theme is "Pioneers of Change: Shaping the Future Together," which celebrates Hispanic trailblazers who have left an indelible mark and made outstanding contributions to the well-being, prosperity and visibility of the Hispanic community in the United States; and

WHEREAS, Hispanic Heritage Month provides an opportunity to learn about the cultures that have helped to mold our country, reminding us that cultural heritage is something that must be recognized, celebrated and shared; and

WHEREAS, as we celebrate Hispanic Heritage Month, our community reaffirms its collective commitment to inclusion as we continue the work to ensure that each person who calls our city home feels valued, welcomed and has access to opportunities that help them thrive;

NOW, THEREFORE, I, Crissy Stile, Mayor of the City of Mount Dora, do hereby proclaim October 2024, as "Hispanic Heritage Month" in the City of Mount Dora, and call upon all in the Mount Dora community to observe this month with appropriate ceremonies, activities, and programs that celebrate Hispanic heritage and recognize the impact Hispanic peoples have had on our City, State, and Nation.

Crissy Stile, Mayor



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

DATE: October 1, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Proclamation Recognizing Breast Cancer Awareness Month

Introduction:

This is a request for the Mayor to read into the record the proclamation recognizing Breast Cancer Awareness Month.

Discussion:

October is Breast Cancer Awareness Month, an annual campaign to raise awareness of this complex disease. Each year, individuals, businesses, and communities come together to show their support for the many people affected by breast cancer. The month aims to promote screening and prevention of the disease.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

Mayor Stile read the proclamation into the record.

Attachment(s):

1. Proclamation.Breast Cancer Awareness Month.2024

Prepared by: Jeanann Hand, City Clerk
Reviewed by: Vince Sandersfeld, City Manager

Final Approval - 9/20/2024



PROCLAMATION

WHEREAS, Nearly 300,000 women will be diagnosed with breast cancer this year, and one in eight women in America will be diagnosed with the disease in their lifetimes; and

WHEREAS, Enormous progress has been made in the decades-long fight against cancer—discovering new prevention and early-detection measures and exploring medicines and therapies to extend and save lives; and

WHEREAS, Despite these advancements, a breast cancer diagnosis is not only frightening but also a doorway into a confusing world of appointments, procedures, and expenses; and

WHEREAS, Knowing what may contribute to breast cancer, symptoms, diagnosis and treatment are important parts of its prevention; and

WHEREAS, Having affordable access to screenings and early detection for all persons is an essential component in the fight against breast cancer; and

WHEREAS, During National Breast Cancer Awareness Month, we recognize all who have joined their loved ones in fighting this battle as well as the advocates, researchers, and health care providers whose care and hard work gives hope to those living with breast cancer; and

WHEREAS, By educating ourselves and supporting innovative research, we will improve the quality of life for all Americans affected by breast cancer and, one day, defeat this terrible disease,

NOW, THEREFORE, I, Crissy Stile, as Mayor of the City of Mount Dora, Florida, do hereby proclaim the month of October, 2024 as Breast Cancer Awareness Month in the City of Mount Dora, and urge our fellow citizens to become aware of the impact that breast has on our community and to support the fight against breast cancer so that we may someday defeat this terrible disease.

PASSED AND DULY ADOPTED in regular session this 1st day of October, 2024.

Crissy Stile, Mayor



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

DATE: October 1, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Proclamation Recognizing Fire Prevention Week

Introduction:

This is an opportunity for the reading of a Proclamation recognizing Fire Prevention Week

Discussion:

Since 1922, the National Fire Prevention Association (NFPA) has sponsored the public observance of Fire Prevention Week. In 1925, President Calvin Coolidge proclaimed Fire Prevention Week a national observance, making it the longest-running public health observance in our country. During Fire Prevention Week, children, adults, and teachers learn how to stay safe in case of a fire. Firefighters provide lifesaving public education in an effort to drastically decrease casualties caused by fires.

Budget Impact:

N/A

Strategic Impact:

GOAL 2: Public Safety

Recommendation:

Mayor Stile read the Proclamation into the record.

Attachment(s):

1. Fire Prevention Week 2024 Proclamation

Prepared by: Jeanann Hand, City Clerk
Reviewed by: Joseph Hightower, Fire Chief
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 8/28/2024
Approved - 9/20/2024
Final Approval - 9/20/2024



PROCLAMATION

WHEREAS, the City of Mount Dora is committed to ensuring the safety and security of all those living in and visiting our City; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed more than 2,700 people in the United States in 2022 , according to the National Fire Protection Association® (NFPA®), and fire departments in the United States responded to 360,000 home fires; and

WHEREAS, roughly three out of five fire deaths happen in homes with either no smoke alarms or with no working smoke alarms, and working smoke alarms cut the risk of dying in reported home fires almost in half; and

WHEREAS, smoke alarms sense smoke well before you can, alerting you to danger in the event of fire in which you may have as little as 2 minutes to escape safely; and

WHEREAS, Mount Dora residents should install smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home; and

WHEREAS, Mount Dora residents will make sure their smoke alarms meet the needs of all their family members, including those with sensory or physical disabilities, and should test smoke alarms at least once a month; and

WHEREAS, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, Mount Dora first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, Mount Dora residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2024 Fire Prevention Week™ theme, “Smoke alarms: Make them work for you.™,” serves to remind us the importance of having working smoke alarms in the home.

THEREFORE I, Crissy Stile, Mayor of Mount Dora, do hereby proclaim October 6–12, 2024, as Fire Prevention Week throughout this City, and I urge all the people of Mount Dora to make sure their homes have working smoke alarms and to support the many public safety activities and efforts of Mount Dora fire and emergency services.

Crissy Stile, Mayor



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

DATE: October 1, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Proclamation Cybersecurity Awareness Month

Introduction:

This is an opportunity for the reading of a Proclamation recognizing Cybersecurity Awareness Month.

Discussion:

Held every October, Cybersecurity Awareness Month is a collaboration between the government and private industry to empower everyone to protect their personal data from digital forms of crime.

Budget Impact:

N/A

Strategic Impact:

Objective 2.4. Sustain City Infrastructure
2.4.1. Strengthen city cyber-security

Recommendation:

Mayor Stile read the Proclamation into the record.

Attachment(s):

1. 2024.Proclamation Cyber Security Month

Prepared by: Jeanann Hand, City Clerk
Reviewed by: Jason Marlar, IT Director
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 8/28/2024
Approved - 9/20/2024
Final Approval - 9/20/2024



PROCLAMATION

Cybersecurity Awareness Month

WHEREAS, the month of October is nationally recognized as Cybersecurity Awareness Month, a time dedicated to ensuring that all Americans are prepared to stay safe and secure online; and

WHEREAS, technology continues to transform our daily lives, and with the expansion of the digital world, there is an increased need for individuals, businesses, and governments to strengthen cybersecurity measures to protect sensitive information and personal data; and

WHEREAS, cybersecurity threats pose risks to the economy, national security, and personal privacy, and a proactive approach to cyber hygiene can prevent costly breaches and disruptions; and

WHEREAS, by understanding basic cybersecurity principles, such as using strong passwords, enabling multi-factor authentication, updating software regularly, and being vigilant against phishing attempts, individuals and organizations can significantly reduce their vulnerability to cyber threats; and

WHEREAS, the Cybersecurity and Infrastructure Security Agency (CISA), the National Cyber Security Alliance (NCSA), and other organizations provide valuable resources and guidance to help safeguard our digital society; and

WHEREAS, we all share a responsibility to cultivate a culture of cybersecurity awareness that promotes the well-being and safety of our interconnected communities;

NOW, THEREFORE, I, Crissy Stile, Mayor of Mount Dora, Florida, do hereby proclaim the month of October 2024 as Cybersecurity Awareness Month in the City of Mount Dora, and urge all citizens, businesses, and institutions to take proactive steps to protect themselves and others from cyber threats, ensuring a safer, more secure digital world for all.

IN WITNESS WHEREOF, I hereunto set my hand and cause the Seal of the City of Mount Dora to be affixed this 1st day of October 2024.

Crissy Stile, Mayor



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

DATE: October 1, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Presentation by Information Technology (IT) Department

Introduction:

This is an opportunity for staff to provide an update to City Council regarding the Information Technology Department and programs.

Discussion:

Staff will provide updates on the IT department, including the latest cybersecurity developments, and will be available to address any questions.

Budget Impact:

N/A

Strategic Impact:

Objective 2.4. Sustain City Infrastructure
2.4.1. Strengthen city cyber-security

Recommendation:

Presentation of information only; no action requested.

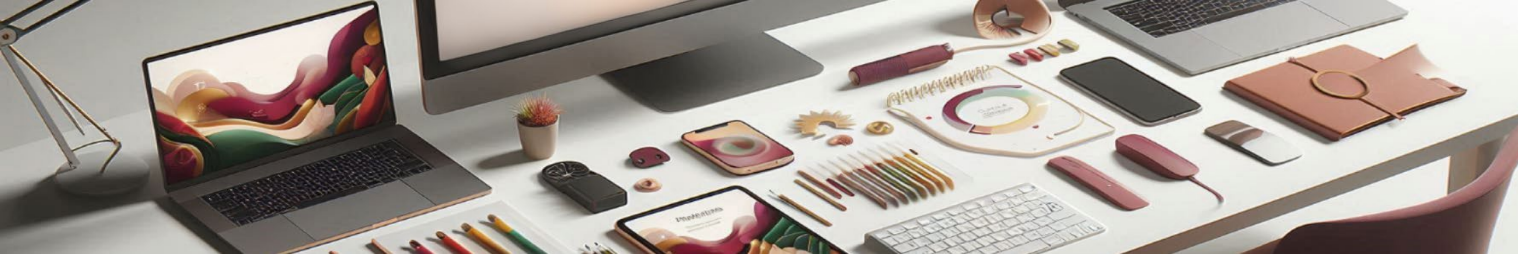
Attachment(s):

1. IT Presentation

Prepared by: Vince Sandersfeld, City Manager
Reviewed by: Jason Marlar, IT Director
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 8/28/2024
Approved - 9/20/2024
Final Approval - 9/20/2024

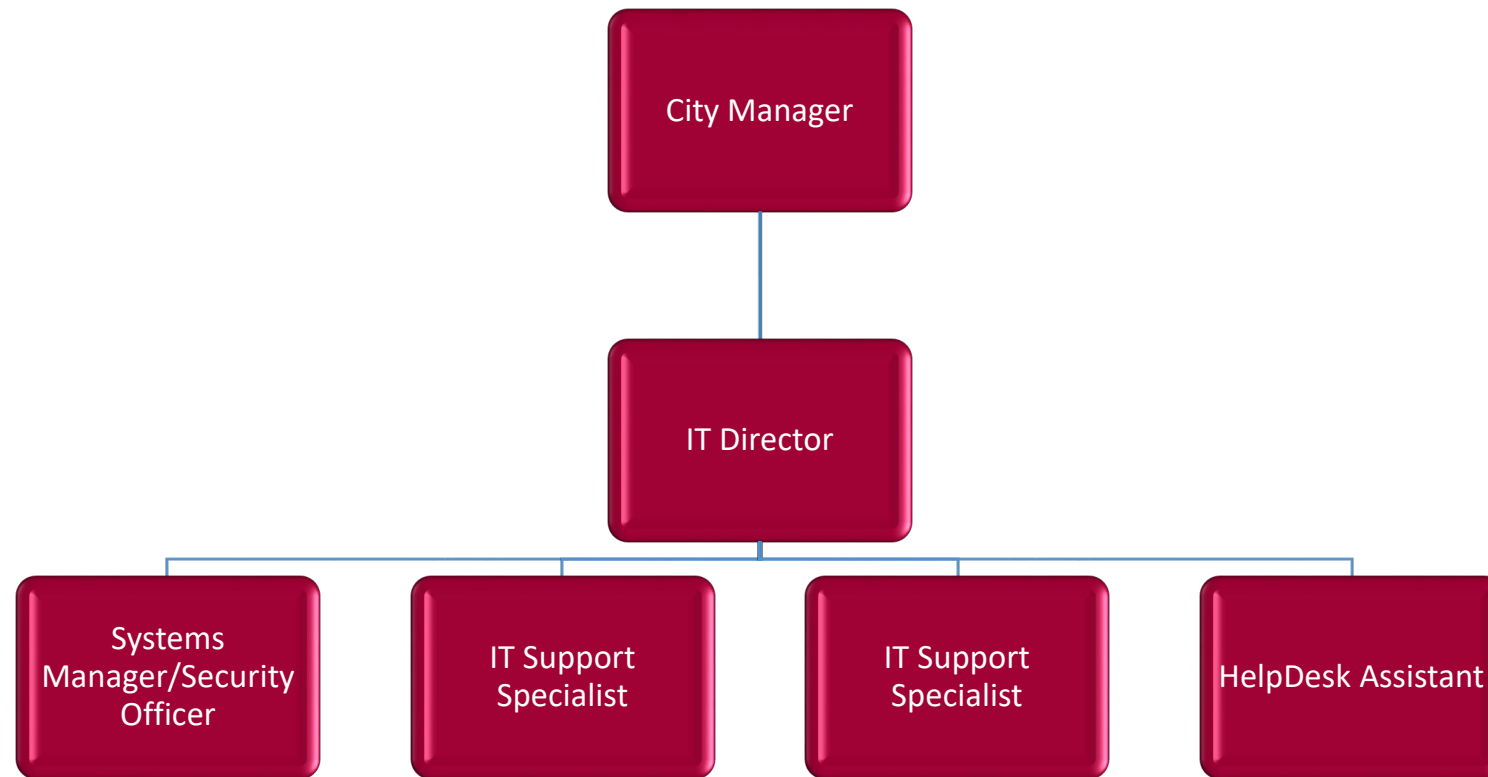


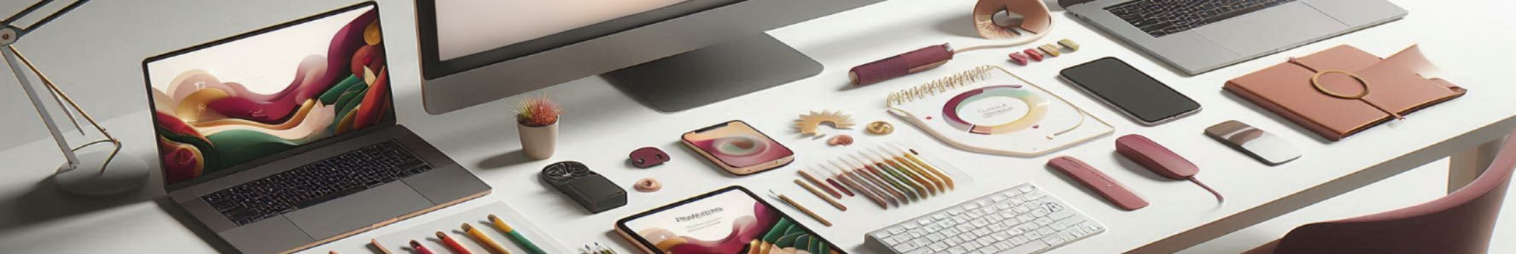


History of Information Technology Department

The IT department was created in October 1998, initially functioning under the name Management Information Services (MIS). Originally a part of the Finance Department, it began with just one Computer Technician. A year later, this position was elevated to MIS Manager. In 2007, the division was rebranded as Information Technology to reflect national trends. By 2019, IT had evolved into an independent department, in response to ongoing technological advancements and changing needs.

Information Technology Organizational Chart





Information Technology Vision and Mission

Vision

The City of Mount Dora's IT Department will provide enhanced technology that improves information services to the employees and citizens of the City. We are dedicated to maintaining the integrity and governance of our data, and the security of our systems, providing exceptional customer service, and aligning our technological goals with the City's Strategic Plan.

Mission

The IT Department is committed to delivering technological solutions to provide citizens, businesses, and city employees with convenient access to information and services in the most cost effective manner.

Information Technology Stats

Completed 4,000 work orders last year. 99% closed within one day

Employees Served – 222 FTE and 23 PTE

38 Servers

260 Computers

72 Wireless Access Points

176 desktop phones

200 Cellphones

75 Mifi's

300 Security Cameras

18 Miles of Fiber optic cabling

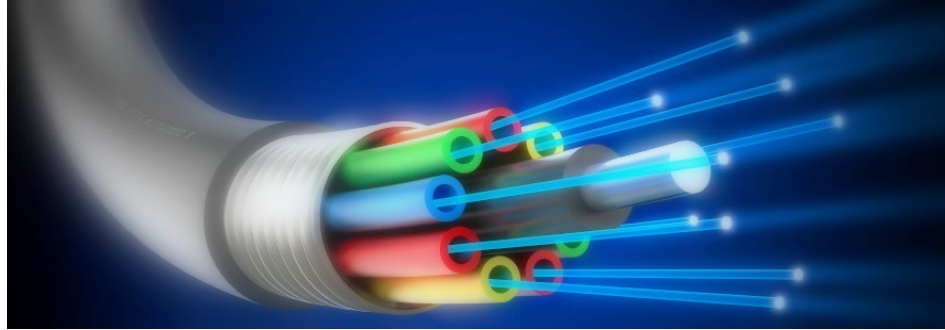
40 Copiers and Printers

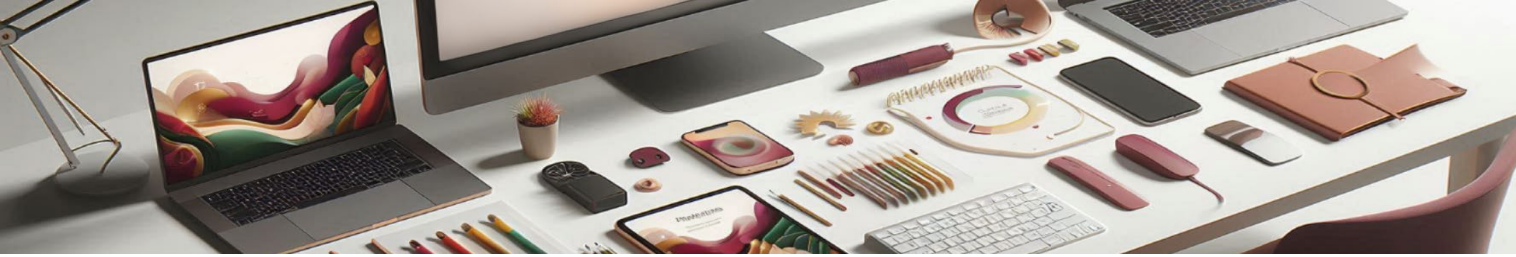
Maintain door access control

Hold the role of Mount Dora PD (LASO) Local Agency Security Officer for CJIS Compliance

Support Electric, Water, and Waste Water Scada Systems

Maintain and support over 150 different pieces of software across all the departments





Information Technology Cyber Security

Advancements

With this council's approval this past year, IT acquired new security software and hardware. This system allows IT to monitor all network activity around the clock and alerts us if anything goes awry. Additionally, if a device becomes infected, the software will automatically isolate it from the network and place it in a sandbox environment, enabling us to conduct forensic analysis to determine the cause.

Security Stats

2.9% City Average Phish-Prone (4-6 users click)
1.5% Last Phish Campaign
4.3% Average for Governments our size
131,537 average inbound emails monthly
80,658 average Rejected emails (spam and viruses)
50,879 legit inbound emails
5,512 total report emails in the last 30 days
3,967 were legit phishing emails
1,545 were test phishing emails
6,419,300 Applications blocked monthly
29,713 blocked Websites
79 Detected and Prevented Intrusions last month

October 1, 2024 City Council Regular Session Agenda Packet

Training

Currently when we setup a new employee on the network they are enrolled in a 45-minute cyber security class. Starting October 2024 per FL. State Statute 282.3185 requires all employees to do yearly cyber security training.

IT does a bi-weekly email phishing campaign to gauge end users and determine the effectiveness of our training. Users who click on a phishing email are automatically enrolled in a 15-minute cyber security refresher course.

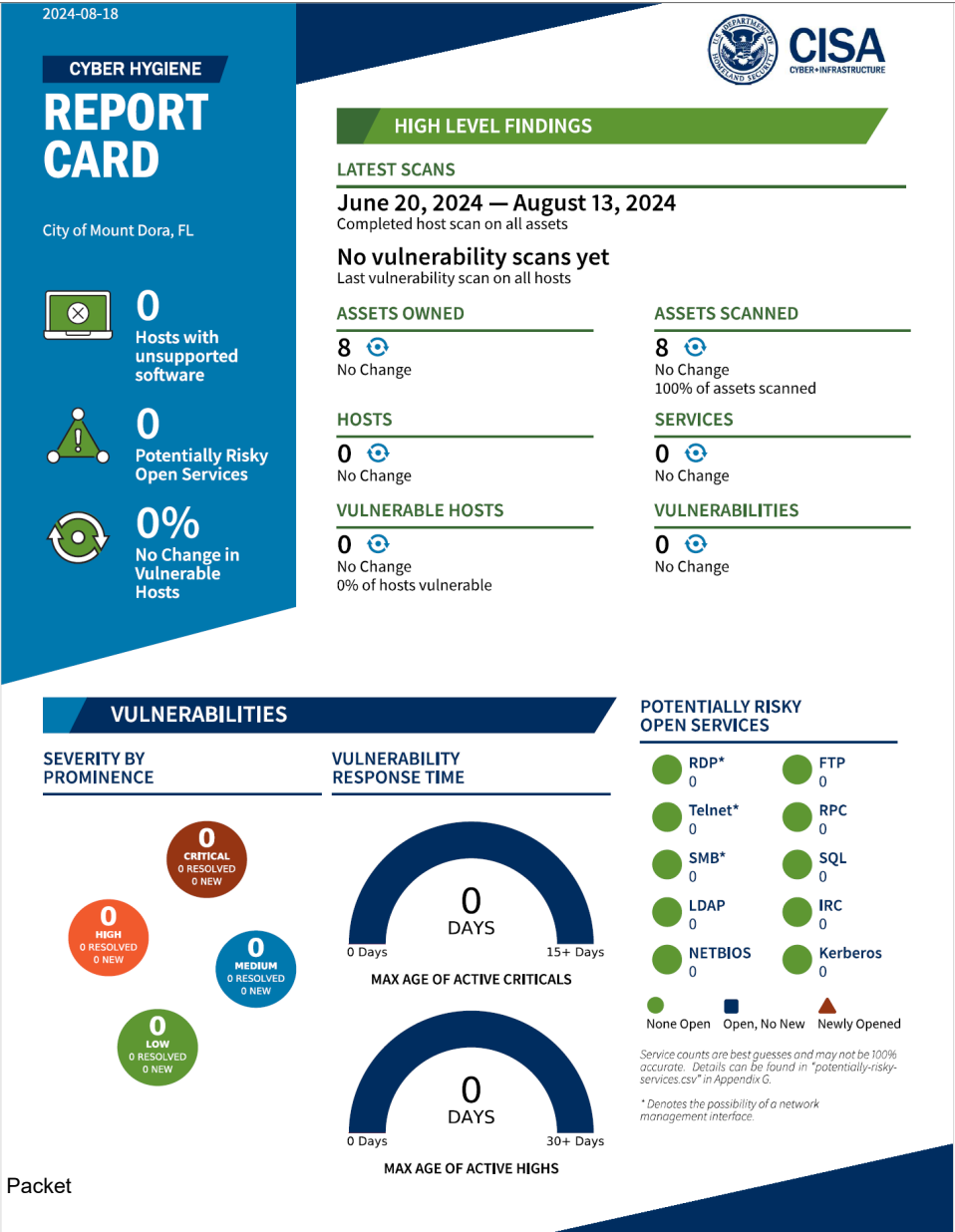
Security Changes

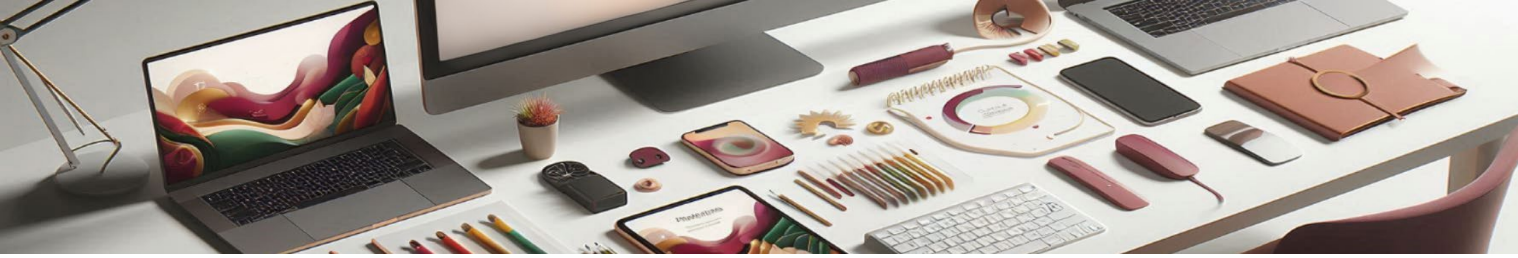
New password requirements
A new form of Multi-Factor Authentication
Required Yearly Cybersecurity training

Live Cyber Threat Map

<https://threatmap.checkpoint.com/>

Information Technology Report Card





Information Technology FY 2025 Projects

Migrate ERP (Enterprise Resource Planning) software to cloud-based
Replacement of Physical Host Servers (4 total)
Replacement of all desk phones (176 total)
Replacement of 33 city computers
Replacement of 20 Police road patrol laptops (currently 5 years old)
Migration to SIP (Session Initiation Protocol) with CenturyLink.
Run fiber to Frank Brown and Forres Park

Information Technology

Questions?





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

DATE: October 1, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Task Authorization with Ovivo USA Inc. to Furnish and Install a 5 Horsepower Submerged Turbine Mixer at Wastewater Treatment Plant No. 2 (WWTP2)

Introduction:

This is a request for Council to approve the agreement and task authorization with Ovivo USA Inc. to furnish and install a 5 HP Submerged Turbine Mixer at Wastewater Treatment Plant No. 2

Discussion:

The purpose of the mixer is to keep the sludge suspended solids in suspension. The existing 5 Hp mixer is in poor condition and parts are no longer available. This project provides a direct replacement for the obsolete gear box.

Budget Impact:

There are funds in the Budget Account Number 421-1940-536.46-01 to cover the \$71,730.00 project amount.

Strategic Impact:

Object 2.4 Sustain City Infrastructure.

Recommendation:

Council to approve the agreement and task authorization with Ovivo USA Inc. to furnish and install a 5 HP Submerged Turbine Mixer at Wastewater Treatment Plant No. 2.

Attachment(s):

1. 2024-9-25_City of Dora_Task Authorization Form Acknowledgement Letter

Prepared by:	Bill Mitchell, City Engineer	
Reviewed by:	Bill Mitchell, City Engineer	Approved - 9/20/2024
	Matthew Dodson, Budget Officer	Approved - 9/20/2024
	Rita Meade, Finance Director	Approved - 9/20/2024
	City Attorney, City Attorney	Approved - 9/25/2024
	Jeanann Hand, City Clerk	Approved - 9/25/2024
	Vince Sandersfeld, City Manager	Final Approval - 9/25/2024



Ovivo USA, LLC
4246 Riverboat Rd., Suite 300
Salt Lake City, Utah 84123

Tel: 801.931.3000
Fax: 801.931.3080

September 25, 2024

Attention: James Klein [kleinj@ci.mount-dora.fl.us]
City of Mount Dora
2099 James P Snell Dr.
Mount Dora, FL 32757

Re: Ovivo As-sold Proposal Q2021020901 Rev 3
Replacement Components for 5 HP Submerged Turbine Mixer

Subject: Task Authorization Agreement Acknowledgement
Task Authorization Form; Budget Account Number: 421-1940-53646.01 Ovivo Sales Order
RSW1541-01

Dear James Klein,

Ovivo USA, LLC ("Ovivo") is very pleased to have your Task Authorization for the Replacement Components for 5 HP Submerged Turbine Mixer, which we have entered against the subject sales Agreement showing a total invoice value FOB shipping point with freight allowed to jobsite of \$71,730.00. This amount does not include sales taxes. If this project is tax exempt, please forward a copy of your sales tax exemption certificate. Unless a tax exemption certificate is submitted to us, we are required by law to add sale tax to your invoices. Also, if a bond exists for this project, please email me a copy of your Performance/Payment Bond, which our Finance Department requires for our records.

This Equipment is furnished in strict and sole accordance with the specifications, terms, conditions, and warranties set forth in the Ovivo Terms and Conditions of Service, which are attached, and which constitute Ovivo's offer of goods and services in connection with the above referenced project. Furthermore, it is understood that Ovivo is not a party to, or bound by, the terms and conditions of any contract/purchase order between the City of Mount Dora and any third party. Without limiting the foregoing, and for your convenience, we comment below on certain items which must be emphasized in connection with this order.

In no event shall Ovivo or its subcontractors' or suppliers' actual liability for all damages exceed the value of services sold hereunder. Notwithstanding the above, Ovivo shall not be liable, for loss of anticipated profits, loss by reason of plant shutdown, non-operation or increased expense of operation, service interruptions, cost of purchased or replacement power, claims of customers, cost of money, loss of use of capital or revenue, or for any punitive, exemplary, special, incidental, indirect, or consequential loss or damage.

I am the Ovivo contact for this project, so please contact me with any questions. I will update you with engineering, procurement, and shipping status as we progress.



Worldwide Experts in Water Treatment

Ovivo USA, LLC

4246 Riverboat Rd., Suite 300
Salt Lake City, Utah 84123

Tel: 801.931.3000

Fax: 801.931.3080

Enclosed is one (1) Task Authorization Form we have acknowledged, subject to the conditions stated herein.

Sincerely,
Ovivo USA, LLC

Stephen Koontz, PM
385-421-1788
stephen.koontz@ovivowater.com

Enclosed: Acknowledged Task Authorization Form, As-sold Proposal

Cc: Dan Kirby, Product Manager
Gerald Mendez, TSC Jacobs

**CITY OF MOUNT DORA
TASK AUTHORIZATION FORM**

In accordance with the terms and conditions of the Agreement between (Contractor) Ovivo USA Inc. and the City of Mount Dora, single source procurement, the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.

Project Name: Replace mixer gear box and motor at wastewater treatment plant #2.

Project Amount \$71,730.00

Budget Account Number:
421-1940-53646.01

City Project Manager:
Johnny Reynolds

Contractor:
Ovivo USA Inc.

Contractor Project Manager:
Lisa Powers Stephen Koontz

NOTE: THE CONTRACTOR MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED TASK AUTHORIZATION AND A CITY PURCHASE ORDER ARE DELIVERED TO THE CONTRACTOR.

SUMMARY OF WORK TO BE COMPLETED

Each Task Authorization package shall include:

Exhibit A – Scope of Work
Exhibit B – Sub-Contractors
Exhibit C – Schedule
Exhibit D – Compensation

Recommended By:

Print: William J. Mitchell, Jr. Date: 8/1/2024

Signature: 

Reviewed By:

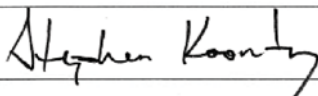
Print: Andrew Marsian Date: 8/1/2024

Signature: 

CONTRACTOR ACCEPTANCE

CITY APPROVAL

Print Name:
Lisa Powers Stephen Koontz

Signature: 

Date:
9/25/2024

Print Name:

Signature:

Date:

AGREEMENT GOVERNED BY THE
TERMS AND CONDITIONS AS STATED
IN Ovivo USA, LLC
ACKNOWLEDGEMENT LETTER DATED

9/25/2024

Exhibit A – Scope of Work

**See Following Pages
Proposal from Contractor**



Note: The T's&C's Sheet was missing from the Proposal Rev3 when it was sent to the customer. It has been added to this AS SOLD.

AS SOLD
PROPOSAL
Q2021020901 Rev 3

DATE: JULY 11, 2024

JAMES P. SNELL WASTEWATER TREATMENT PLANT MOUNT DORA, FL

PREPARED FOR

City of Mount Dora

AREA REPRESENTATIVE

Gerald Mendez, P.E.
TSC-Jacobs North
Gerald@tscjacobs.com

NOTES

Pricing is only valid through the Expiration Date listed in this proposal. Ovivo will not accept purchase orders for this proposal past that date without reviewing pricing and delivery of items proposed.

PREPARED BY

Daniel Kirby
Phone (801) 931-3177
Fax (801) 931-3080
daniel.kirby@ovivowater.com

Ovivo USA, LLC
4246 Riverboat Road – Suite 300
Salt Lake City, Utah 84123-2583

AS SOLD**DATE:** July 24, 2024**TO:** City of Mount Dora

Ovivo USA, LLC is pleased to submit a proposal for the following equipment (the “Products”) on the project indicated above (the “Project”). This proposal, either in its original form or in its “as sold” format, constitutes Ovivo’s contractual offer of goods and services in connection with the Project. Please contact Ovivo’s sales representative in your area for any questions or comments you may have in connection with this proposal. The address is:

TSC-JACOBS
24156 SR 54, Suite 3
Lutz, FL 33559

Attention: Gerald Mendez, P.E.
Telephone: 813-625-3318
Email: Gerald@tscjacobs.com

BID PRICING

This proposal is valid for 90 Days. Pricing Expiration Date: October 22, 2024.

ITEM	EQUIPMENT	ESTIMATED LEAD TIME*	PRICE
I	Replacement components for 5 HP Submerged Turbine Mixer	20-22 WKS	<u>\$ 71,730.00</u>
I.a	Installation	TBD	<u>\$ Included</u>

AS SOLD**DELIVERY**

*Ovivo will submit drawings and other information for approval within **four (4) weeks** after Purchaser's receipt of Ovivo's written acknowledgement of an approved purchase order. Purchaser shall approve all submittals and release for fabrication no more than **two (2) weeks** from Ovivo's initial submittal date. Ovivo intends to ship all Products **twenty (20) weeks** after receipt of approved submittals from Purchaser.

The following may be used to assist in scheduling, however the timeframes listed above prevail in the event of a conflict.

MILESTONE	DIFFUSER EQUIPMENT DATES
Proposal Date	7/24/2024
Received PO from Customer (no LOIs or contingent POs)	10/22/2024
Ovivo Acknowledges Conforming PO or Executed Contract*	11/15/2024
Engineering Submittal by Ovivo**	12/3/2024
Submittal Approval by Purchaser	12/17/2024
Fabrication Complete & Begin Shipment	5/6/2025

*If Purchaser submits a PO not conforming to this proposal in its entirety, Ovivo makes no guarantee that an executed contract can be completed by the date shown. This is, however, the date by which an executed contract must be in place to maintain price validity and schedule delivery. Ovivo's required terms are included in this proposal.

**Ovivo will begin to work on submittals/shop drawings only after a conforming purchase order is acknowledged or a contract is fully executed.

GENERAL NOTES

The dates of drawing submission and shipment of the Products represent Ovivo's best estimate, but is not guaranteed, and Ovivo shall not be liable for any damages due to late delivery, including but not limited to liquidated damages. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in this proposal. If such delivery is prevented or postponed by reason of Force Majeure, as defined in Ovivo's standard terms and conditions of sale, Ovivo shall be entitled at its option to tender delivery to Purchaser at the point or points of manufacture, and in default of Purchaser's acceptance of delivery, to cause the Products to be stored at such a point or points of manufacture at Purchaser's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this proposal. If shipment is postponed at request of Purchaser, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from Ovivo that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by Ovivo with respect to the Products shall be for the account of Purchaser and shall be paid by Purchaser when invoiced.

AS SOLD***** CORONAVIRUS ADVISORY *****

The coronavirus situation may cause disruptions in our normal business practices, capacity, and supply chain. Any schedule statements made by Ovivo at this time are our best estimate and subject to change. Design will begin upon order acceptance; sourcing, manufacturing and fabrication will not begin until the formal submittal package is approved by owner and/or contractor.

BUY AMERICAN REQUIREMENTS

The Infrastructure Investment and Jobs Act signed into law on November 15, 2021, includes substantive changes to Buy America requirements compared to those specified in the preceding American Iron and Steel Act. While Ovivo fabricates and procures the vast majority of steel domestically for our equipment for the United States market, there are certain components that are either unavailable domestically or impractical to procure domestically through long-established supply chains, while meeting other project specifications, internal requirements, and project schedules. This challenge is further exacerbated by supply chain and labor shortages in pandemic and post pandemic times. As with previous legislation, we are awaiting any additional guidance from the US Environmental Protection Agency or other Agencies for further clarification relating to current Buy America requirements. As of now, the industry at large is unable to ascertain the parameters of the Buy America requirement. Thus, Ovivo cannot make any guarantee that its scope of supply will be in compliance with any Buy America requirements under the Infrastructure Investment and Jobs Act. Accordingly, any offer for sale, proposal, or budgetary quote/estimate submitted by or on behalf of Ovivo should not be construed as meeting such Buy America requirements unless explicitly stated otherwise.

*AS SOLD***ITEM I - AEROSTRIP® DIFFUSERS**

Ovivo USA, LLC is pleased to offer the following proposal to provide pricing for the following options:

❖ **One (1) set of Components for 5 Horsepower Submerged Turbine Mixer.**

All mechanism(s) are for installation in the existing Carousel System basins. The design of the proposed mechanisms is based upon Ovivo's standard engineering practices and details which meet the intent of the project requirements. These mixer components will replace serial number **BAP1408-200**.

ITEMS INCLUDED:

- One (1) Motor including:
 - 460 Volt, 3 phase, 60 hertz duty.
 - TEFC, totally enclosed fan cooled.
 - VFD duty rated.
 - Mill and chemical duty preparation.
 - Nominal 1800 rpm output.
 - 1.15 service factor on sine wave power and 1.0 service factor on inverter duty.
 - Class F insulation.
 - Motor thermal protection device.
 - Motor space heater.
 - Premium efficiency.
- One (1) Reducer including:
 - 2.0 service factor (minimum).
 - Keyed hollow shaft.
 - Extended bearing.
 - Oil drain.
 - Oil sight glass.
- One (1) high speed flexible coupling.
- One (1) mixer shaft (A36 STL).
- Assembly bolts (A325).
- Painting as noted in the SURFACE PREPARATION AND PAINTING segment of this proposal.
- Operation and Maintenance manuals.
- Service as noted in the FIELD SERVICE segment of this proposal.
- Freight, FCA factory, freight allowed.

ADDITIONAL ITEMS INCLUDED:

- Install new reducer including:
 - Removal existing mixer.
 - Install new mixer with existing impeller.
 - One mobilization.
 - Electrical disconnect and reconnect only.
 - All equipment needed to hoist equipment is included.
 - Normal hours of operation Mon – Fri, 40 hours work week.
 - Use & access with lull and crane in & around structures will be required.

AS SOLD**WEIGHTS:**

APPROXIMATE TOTAL WEIGHT OF ONE (1) MECHANISM: 16,400 LBS.

APPROXIMATE WEIGHT OF HEAVIEST SINGLE COMPONENT: 6,000 LBS.

ITEMS NOT INCLUDED (But not limited to the following):

- Mixer impeller (existing impeller will be reused).
- Draining or cleaning of the existing basins water, grit, or other.
- Vibration analysis, Velocity or Oxygen transfer testing.
- VFD's, starters and disconnects.
- External Wiring and Conduit.
- Conformal Coatings.
- Pushbutton stations.
- Panel mounting components.
- Bridges, walkway, stairs, ladders, and hand railing.
- Mist shields or curtains. Slide gates, sluice gates or weirs.
- Tools, Warning signs, Oils/Lubricants.
- Grout.
- Permits, fees, samples, testing.
- Liquidated damages.

FIELD SERVICE

Our proposal includes the service of a qualified service engineer for the following:

- Two (2) Days / One (1) Trips at the site to assist in adjusting, servicing, and checking out these mechanisms, and in training the operators in maintenance, troubleshooting, and repair of the equipment.
- Additional service days can be purchased at the current rate.

SURFACE PREPARATION AND PAINT

Submerged and non-submerged fabricated steel shall be shop-cleaned per SSPC-SP-10 and shop primed one (1) coat(s) of Tnemec 161-1211 (3.0 to 5.0 Mils D.F.T). Field finish, 1 coat of Tnemec 161-36GR (3.0 to 5.0 Mils D.F.T). Except stainless steel will not receive a coating.

Motors and gear reducers shall receive manufactures standard surface preparation. Shop priming and painting shall consist of a high-quality coating that is specifically resistant to chemical, solvent, salt water, and acid environmental conditions.

*AS SOLD***ADDITIONAL FIELD SERVICE**

When included and noted in the Product pricing of each proposal item, Ovivo will supply the service of a competent field representative to inspect the completed installation and adjustment of equipment, supervise initial operation, and instruct Owner's personnel in the operation and maintenance of each proposal item for the number of eight (8) hour days. Notwithstanding Ovivo's performance of the above-referenced services, Ovivo shall not be held liable for any faulty workmanship or other defects in the Products' installation, or for other goods and/or services, performed by third parties unless such goods and/or services are expressly included under Ovivo's scope of work.

If additional service is required, it will be furnished to the Purchaser and billed to him at the current rate for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

It shall be the Purchaser's responsibility to provide for all necessary lubrication of all equipment prior to placing equipment in operation. All equipment must be in operating condition and ready for the Field Service Engineer when called to the project location. Should the Purchaser/Owner not be ready when the Field Service Engineer is requested or if additional service is requested, the Ovivo current service rates will apply for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

SURFACE PREPARATION AND PAINTING GENERAL INFORMATION

If painting the Products is included under Ovivo's scope of work, such Products shall be painted in accordance with Ovivo's standard practice. Shop primer paint is intended to serve only as minimal protective finish. Ovivo will not be responsible for condition of primed or finished painted surfaces after equipment leaves its shops. Purchasers are invited to inspect painting in our shops for proper preparation and application prior to shipment. Ovivo assumes no responsibility for field service preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism erection.

Clarifier motors, gear motors and center drives shall be cleaned and painted with manufacturer's standard primer paint only.

It is our intention to ship major steel components as soon as fabricated, often before drives, motors and other manufactured components. Unless you can insure that shop primed steel shall be field painted within thirty (30) days after arrival at the jobsite, we encourage you to purchase these components in the bare metal (no surface prep or primer) condition.

Ovivo cannot accept responsibility for rusting or deterioration of shop applied prime coatings on delivered equipment if the primed surfaces have not been field painted within thirty (30) days of arrival at the jobsite using manufacturers' standard primers. Other primers may have less durability.

*AS SOLD***ADDITIONAL PRICING AND DELIVERY TERMS**

The price and delivery validity of this proposal is contingent upon ALL of the following milestones being met:

1. Ovivo (a) receives a binding purchase order with written acceptance of this proposal agreeing to the terms of this proposal in its entirety and Ovivo acknowledges receipt to Purchaser or (b) a fully executed contract signed by both Ovivo and Purchaser occurs no later than the expiration date of this proposal or in accordance with the DELIVERY section of this proposal. Letters of Intent are not a means to comply with this requirement.
2. Ovivo receives approval by Purchaser to release for fabrication all equipment no later than the specified weeks/timeframe listed in the DELIVERY section of this proposal from the acknowledgement date of the binding purchase order (1(a) above) or date of signed contract (1(b) above). Ovivo will only release engineering submittals and materials / labor for fabrication with a binding, acknowledged purchase order or fully executed Contract.
3. Ovivo receives written approval to deliver equipment to the destination per the Contract no later than the specified weeks/timeframe listed in the DELIVERY section of this proposal from the acknowledgement date of the binding purchase order (1(a) above) or date of signed contract (1(b) above). If Purchaser is not ready to receive the equipment, then Purchaser shall provide storage in accordance with Ovivo's instructions for storage of equipment. All costs to consolidate, store, and maintain equipment during storage will be borne solely by Purchaser. Ovivo may require Purchaser to buy an extended warranty as a result of this storage requirement.

In the event the aforementioned milestones cannot be met, prices and delivery schedules will be subject to review and adjustment as follows.

- A. Should submittal approval and Purchaser's release for fabrication be extended beyond those listed in the DELIVERY section, escalation costs shall be added to the proposal or contract price and shall be paid by Purchaser. Any such labor, material and transportation/shipping price increases paid by Purchaser shall be based on an industry-standard pricing measure or index for that particular labor, material, or transportation/shipping that accurately represents the market increase or, at Ovivo's reasonable discretion, actual increases incurred by Ovivo. The resulting cost and schedule impact shall be disclosed to the Purchaser prior to fabrication.
- B. Should Purchaser-requested shipment dates/timeframes be extended beyond those listed in the DELIVERY section, Ovivo reserves the right to charge Purchaser all appropriate costs incurred up to date of such event, which may include, but is not limited to, further escalation

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costs, storage costs, costs associated with cessation and/or resumption of work, extended warranty costs, and partial or full payment for completion of milestones.

Prices quoted are FCA surface point of shipment, with freight included to an accessible point nearest the jobsite. Federal, state or local sales, use or other taxes are not included in the sales price.

Any additional duties and tariffs invoked after the date of its proposal will be added to the total proposed price.

PAYMENT TERMS

One hundred percent (**100%**) net cash within forty-five (**45**) days after Purchaser's receipt of invoice. Invoice will be submitted after all materials have been received at the job site or they have been successfully installed by an Ovivo contractor and the field service check-out and start-up procedure is finalized. Credit is subject to acceptance by the Ovivo Credit Department.

Purchaser shall remit payment for proper invoices received from Ovivo in accordance with the payment terms stated above even if the Purchaser has not been paid by the Purchaser's customer (the "Owner"), if Purchaser is not the end-user of the Products. Payments are due within thirty (30) days after Purchaser's receipt of invoice. Overdue and unpaid invoices are subject to a service charge of 2% per month until paid.

Credit is subject to acceptance by Ovivo's Credit Department.

TAXES

Federal, State or local sales, use or other taxes are not included in the sales price. Such taxes, if applicable, shall be for Purchaser's account.

BONDS

Any performance and/or payment bond agreed to be provided by Ovivo will extend to supply of equipment and services for a period not to exceed the first twenty-four (24) months of the service or warranty period, and for a value not to exceed the total price of this Proposal.

BACKCHARGES

In no event shall Purchaser/Owner do or cause to be done any work, purchase any services or material or incur any expense for the account of Ovivo, nor shall Ovivo be responsible for such work or expenses, until after Purchaser/Owner has provided Ovivo's PROJECT MANAGER full details (including estimate of material cost and amount and rate of labor required) of the work, services, material or expenses, and Ovivo has approved the same in writing. Ovivo will not accept Products returned by Purchaser/Owner unless Ovivo has previously accepted the return in writing and provided Purchaser/Owner with shipping instructions.

AS SOLD****PURCHASE ORDER SUBMISSION****

In an effort to ensure all purchase orders are processed timely and efficiently, please submit all purchase order documentation to the following department and address. If customer sends PO by mail, Customer shall also notify Ovivo electronically.

Ovivo USA, LLC
4246 Riverboat Road, Suite 300
Salt Lake City, Utah 84123

Attn: Amy Harrison / Evan Robie
Tel. #: 801-931-3000
Email: amy.harrison@ovivowater.com
evan.robie@ovivowater.com

GENERAL ITEMS NOT INCLUDED

Unless specifically and expressly included above, prices quoted by Ovivo do not include unloading, hauling, erection, installation, piping, valves, fittings, stairways, ladders, walkways, grating, wall spools, concrete, grout, sealant, dissimilar metal protection, oakum, mastic, field painting, oil or grease, electrical controls, wiring, mounting hardware, welding, weld rod, shims, leveling plates, protection against corrosion due to unprotected storage, special engineering, or overall plant or system operating instructions or any other products or services.

Performance and payment security, including but not limited to bonds, letters of credit, or bank guarantees, are not included, but can be provided if purchased for an additional cost.

MANUALS

The content of any and all installation, operation and maintenance or other manuals or documents pertaining to the Products are copyrighted and shall not be modified without the express prior written consent of Ovivo. Ovivo disclaims any liability for claims resulting from unauthorized modifications to any such manuals or other documents provided by Ovivo in connection with the Project.

WARRANTY AND CONDITIONS

Ovivo standard Terms and Conditions of Sale is attached and made an essential part of this proposal. These terms and conditions are an integral part of Ovivo's offer of Products and related services and replace and supersede any terms and conditions or warranty included in Purchaser or Owner requests for quotation or specifications and cannot be changed without written approval from an authorized representative of Ovivo.

*AS SOLD***PERFORMANCE WARRANTY DISCLAIMER**

The performance of the Products is dependent upon many factors, including, but not limited to, the influent or feed quality and quantity, additives required, time, temperature, rates of change, sizing criteria used, operating conditions, etc. Therefore, Ovivo cannot assume any liability or responsibility for performance or process results that Purchaser is expecting or has predicted. No verbal or written information or advice given by any personnel of the Ovivo shall create a warranty or in any way increase the scope of the warranties.

THE PARTIES AGREE THAT OTHER THAN ITS MECHANICAL WARRANTY SET FORTH IN THIS PROPOSAL, OR ANY PERFORMANCE WARRANTY SET FORTH ON OVIVO'S STANDARD, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY PROCESS OR PERFORMANCE RELATED WARRANTIES OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

CONFIDENTIALITY

This document is not to be reproduced or submitted to any third party without the written consent of Ovivo.

This document contains, or Ovivo may have previously disclosed to Purchaser, certain technical and business information of Ovivo and/or Ovivo's affiliated entities, including certain copyrighted material, which is considered to be confidential. Such information, hereinafter referred to individually and collectively as the "Information", may include, without limitation, ideas, concepts, development plans for new or improved products or processes, data, formulae, techniques, flow sheets, designs, sketches, know-how, photographs, plans, drawings (regardless of what name, if any, is stated on the title block), specifications, samples, test specimens, reports, customer lists, price lists, findings, studies, computer programs and technical documentation, trade secrets, diagrams, and inventions, notes, and all information pertaining thereto and/or developed there from. This Information is disclosed in good faith solely for the purposes of our proposal, and in addition on the understanding that its confidentiality will be properly maintained and safeguarded.

Neither this proposal, the Information nor any part thereof may be copied, reproduced or used for any purpose other than that for which it is disclosed by Ovivo. Except as reasonably necessary for the evaluation of this proposal, no part thereof may be disclosed to any other person, without Ovivo's prior consent in writing.

Ovivo will retain the rights to any intellectual property rights ("IPR") related to the Products. Ovivo will grant a non-exclusive royalty free license to use the IPR for the sole purposes of operating and maintaining the equipment supplied by Ovivo.

The duties, obligations, restrictions, and responsibilities described hereinabove shall apply to the Purchaser, their agents, affiliates, and all related parties regardless of whether any transaction occurs between Ovivo and Purchaser, and shall survive termination, cancellation, and expiration of any transaction between Ovivo and Purchaser.

AS SOLD

In the event of a breach of the terms herein, Ovivo maintains the right to seek any and all remedies and damages available to it, including but not limited to the amount, including interest, by which Purchaser profited from the breach, any gains made by Purchaser or any third party who received Information from Purchaser, compensation for all Ovivo loss or injury, and the value of Ovivo's expectation created by the promise of Purchaser. The parties agree Ovivo would suffer irreparable harm in the event of any breach of these terms, and therefore Ovivo shall be entitled to any and all injunctive relief available.

As an equipment supplier, Ovivo's scope of responsibility is limited to the equipment that it supplies and its ability to meet the agreed upon project specifications. Unless expressly stated in its proposal document, Ovivo is not responsible for a treatment plant's process performance, engineering decisions in relation to the plant's construction or operation nor the appropriateness or compatibility of Ovivo's equipment within such plant.

Very truly yours,

Ovivo USA, LLC

Attachment(s):

Ovivo USA, LLC General Terms and Conditions

TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE. The proposal of **Ovivo USA, LLC** ("SELLER"), as well as these terms and conditions of sale (collectively the "Agreement"), constitutes SELLER's contractual offer of goods and associated services, and PURCHASER's acceptance of this offer is expressly limited to the terms of the Agreement. The scope and terms and conditions of this Agreement represent the entire offer by SELLER and supersede all other solicitations, discussions, agreements, understandings and representations between the parties. Any scope or terms and conditions included in PURCHASER's acceptance/purchase order that are in addition to or different from this Agreement are hereby rejected.

2. DELIVERY. Any statements relating to the date of shipment of the Products (as defined below) represent SELLER's best estimate, but is not guaranteed, and SELLER shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in SELLER's proposal. If such delivery is prevented or postponed by reason of Force Majeure (as defined below), SELLER shall be entitled at its option to tender delivery to PURCHASER at the point or points of manufacture, and in default of PURCHASER's acceptance of delivery to cause the Products to be stored at such a point or points of manufacture at PURCHASER's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this agreement. If shipment is postponed at request of PURCHASER, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from SELLER that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by SELLER with respect to the Products shall be for the account of PURCHASER and shall be paid by PURCHASER when invoiced. Delivery by SELLER of the Products shall constitute acceptance of the Products by PURCHASER, unless written notice of defect or nonconformity is received by SELLER within thirty (30) days of SELLER's delivery of the Products.

3. TITLE AND RISK OF LOSS. SELLER shall retain the fullest right, title, and interest in the Products to the extent permitted by applicable law, including a security interest in the Products, until the full purchase price has been paid to SELLER. The giving and accepting of drafts, notes and/or trade acceptances to evidence the payments due shall not constitute or be construed as payment so as to pass SELLER's interests until said drafts, notes and/or trade acceptances are paid in full. Risk of loss shall pass to PURCHASER at the delivery point.

4. PAYMENT TERMS. SELLER reserves the right to ship the Products and be paid for such on a pro rata basis, as shipped. If payments are not made by the due date, interest at a rate of two percent (2%) per month, calculated daily, shall apply from the due date for payment. PURCHASER is liable to pay SELLER's legal fees and all other expenses in respect of enforcing or attempting to enforce any of SELLER's rights relating to a breach or threatened breach of the payment terms by PURCHASER. In the event of nonpayment SELLER reserves the further right to seek compensation from any third party in possession of the Products.

5. TAXES. Unless otherwise specifically provided in SELLER's quotation/proposal, PURCHASER shall pay and/or reimburse SELLER, in addition to the price, for all sales, use and other taxes, excises and charges which SELLER may pay or be required to pay to any government directly or indirectly in connection with the production, sale, transportation, and/or use by SELLER or PURCHASER, of any of the Products or services dealt with herein (whether the same may be regarded as personal or real property). PURCHASER agrees to pay all property and other taxes which may be levied, assessed or charged against or upon any of the Products on or after the date of actual shipment, or placing into storage for PURCHASER's account.

6. MECHANICAL WARRANTY. Solely for the benefit of PURCHASER, SELLER warrants that new equipment and parts manufactured by it and provided to PURCHASER (collectively, "Products") shall be free from defects in material and workmanship. The warranty period shall be twelve (12) months from startup of the equipment not to exceed eighteen (18) months from the earliest of the notice of readiness to ship or the actual shipment. If any of SELLER's Products fail to comply with the foregoing warranty, SELLER shall repair or replace free of charge to PURCHASER, EX WORKS SELLER'S FACTORIES or other location that SELLER designates, any Product or parts thereof returned to SELLER, which examination shall show to have failed under normal use and service operation by PURCHASER within the Warranty Period; provided, that if it would be impracticable for the Product or part thereof to be returned to SELLER, SELLER will send a representative to PURCHASER's job site to inspect the Product. If it is determined after inspection that SELLER is liable under this warranty to repair or replace the Product or part thereof, SELLER shall bear the transportation costs of (a) returning the Product to SELLER for inspection or sending its representative to the job site and (b) returning the repaired or replaced Products to PURCHASER; however, if it is determined after inspection that SELLER is not liable under this warranty, PURCHASER shall pay those costs. For SELLER to be liable with respect to this warranty, PURCHASER must make its claims to SELLER with respect to this warranty in writing no later than thirty (30) days after the date PURCHASER discovers the basis for its warranty claim and in no event more than thirty (30) days after the expiration of the Warranty Period. In addition to any other limitation or disclaimer with respect to this warranty, SELLER shall have no liability with respect to any of the following: (i) failure of the Products, or damages to them, due to PURCHASER's negligence or willful misconduct, abuse or improper storage, installation, application or maintenance (as specified in any manuals or written instructions that SELLER provides to the PURCHASER); (ii) any Products that have been altered or repaired in any way without SELLER's prior written authorization; (iii) The costs of dismantling and reinstallation of the Products; (iv) any Products damaged while in transit or otherwise by accident; (v) decomposition of Products by chemical action, erosion or corrosion or wear to Products or due to conditions of temperature, moisture and dirt; or (vi) claims with respect to parts that are consumable and normally replaced during maintenance such as filter media, filter drainage belts and the like, except where such parts are not performing to SELLER's estimate of normal service life, in which case, SELLER shall only be liable for the pro rata cost of replacement of those parts based on SELLER's estimate of what the remaining service life of those parts should have been; provided, that failure of those parts did not result from any of the matters listed in clauses (i) through (v) above. With regard to third-party parts, equipment, accessories or components not of SELLER's design, SELLER's liability shall be limited solely to the assignment of available third-party warranties. **THE PARTIES AGREE THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.** All warranties and obligations of SELLER shall terminate if PURCHASER fails to perform its obligations under this Agreement including but not limited to any failure to pay any charges due to SELLER. SELLER's quoted price for the Products is based upon this warranty. Any increase in warranty obligation may be subject to an increase in price.

7. CONFIDENTIAL AND PROPRIETARY INFORMATION. All nonpublic or proprietary information and data furnished to PURCHASER hereunder, including but not limited to price, size, type, design and other technical or business information relating to the Products is the sole property of SELLER and submitted for PURCHASER's own confidential use solely in connection with this Agreement and is not to be made known or available to any third party without SELLER's prior written consent.

8. SURFACE COATING. Any Product coating provided by SELLER shall be in accordance with SELLER's standard practice, unless otherwise agreed in writing.

9. DRAWINGS AND TECHNICAL DOCUMENTATION. When PURCHASER requests to approve drawings before commencement of manufacture, shipment may be delayed if approved drawings are not returned to SELLER within fourteen (14) days of receipt by PURCHASER of such drawings for approval. SELLER will furnish only general arrangement, general assembly, and if required, wiring diagrams, erection drawings, installation and operation-maintenance manuals for SELLER's equipment (in English language). SELLER will supply six (6) complete sets of drawings and operating instructions. Additional sets will be paid for by PURCHASER. Electronic files, if requested from SELLER, will be provided in pdf, jpg or tif format only.

10. SET OFF. This Agreement shall be completely independent of all other contracts between the parties and all payments due to SELLER hereunder shall be paid when due and shall not be setoff or applied against any money due or claimed to be due from SELLER to PURCHASER on account of any other transaction or claim.

11. SOFTWARE. PURCHASER shall have a nonexclusive and nontransferable license to use any information processing program supplied by SELLER with the Products. PURCHASER acknowledges that such programs and the information contained therein is Confidential Information and agrees: a) not to copy or duplicate the program except for archival or security purposes; b) not to use the program on any computer other than the computer with which it is supplied; and c) to limit access to the program to those of its employees who are necessary to permit authorized use of the program. PURCHASER agrees to execute and be bound by the terms of any software license applicable to the Products supplied.

12. PATENT INDEMNITY. SELLER will defend at its own expense any suit instituted against PURCHASER based upon claims that SELLER's Product hereunder in and of itself constitutes an infringement of any valid apparatus claims of any United States patent issued and existing as of the date of this Agreement, if notified promptly in writing and given all information, assistance, and sole authority to defend and settle the same, and SELLER shall indemnify the PURCHASER against such claims of infringement. Furthermore, in case the use of the Products is enjoined in such suit or in case SELLER deems it advisable, SELLER shall, at its own expense and discretion, (a) procure for the PURCHASER the right to continue using the Products, (b) replace the same with non-infringing Products, (c) modify the Product so it becomes non-infringing, or (d) remove the Products and refund the purchase price less freight charges and depreciation. SELLER shall not be liable for, and PURCHASER shall indemnify SELLER for, any claim of infringement related to (a) the use of the Products for any purpose other than that for which it was furnished by SELLER, (b) compliance with equipment designs not furnished by SELLER or (c) use of the Products in combination with any other equipment. The foregoing states the sole liability of SELLER for patent infringement with respect to the Products.

13. GENERAL INDEMNITY. Subject to the limitations of liabilities of the parties set forth in this Agreement, each party shall protect and indemnify the other party, its parent and their respective officers, directors, employees and agents, from and against all claims, demands and causes of action asserted by, or in favor of, any entity to the extent of the indemnifying party's negligence or willful misconduct in connection with the performance of this agreement.

14. DEFAULT, TERMINATION. In the event that PURCHASER becomes insolvent, commits an act of bankruptcy or defaults in the performance of any term or condition of this Agreement, the entire unpaid portion of the purchase price shall, without notice or demand, become immediately due and payable. SELLER at its option, without notice or demand, shall be entitled to sue for said balance and for reasonable legal fees, plus out-of-pocket expenses and interest; and/or to enter any place where the Products are located and to take immediate possession of and remove the Products, with or without legal process; and/or retain all payments made as compensation for the use of the Products; and/or resell the Products, without notice or demand, for and on behalf of the PURCHASER, and to apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale and all expenses of retaking possession, repairs necessary to render the Products in salable condition, storage charges, taxes, liens, collection and legal fees and all other expenses in connection therewith) to the balance then due from PURCHASER to SELLER.

receive from the PURCHASER the deficiency between such net proceeds of sale and such balance. PURCHASER hereby waives all trespass, damage and claims resulting from any such entry, repossession, removal, retention, repair alteration and sale. The remedies provided in this paragraph are in addition to and not limitations of any other rights of SELLER.

15. CANCELLATION. PURCHASER may terminate this Agreement for convenience upon giving SELLER thirty (30) days prior written notice of such fact and paying SELLER for all costs and expenses (including overhead) incurred by it in performing its work and closing out the same plus a reasonable profit thereon. All such costs and expenses shall be paid to SELLER within ten (10) days of the termination of the Agreement, or be subject to an additional late payment penalty of five percent (5%) of the total amount of costs and expenses owed.

16. REMEDIES. The rights and remedies of the PURCHASER in connection with the goods and services provided by SELLER hereunder are exclusive and limited to the rights and remedies expressly stated in this Agreement.

17. INSPECTION. PURCHASER is entitled to make reasonable inspection of Products at SELLER's facility. SELLER reserves the right to determine the reasonableness of the request and to select an appropriate time for such inspection. All costs of inspections not expressly included as an itemized part of the quoted price of the Products in this Agreement shall be paid by PURCHASER.

18. WAIVER. Any failure by SELLER to enforce PURCHASER's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

19. COMPLIANCE WITH LAWS. If applicable laws, ordinances, regulations or conditions require anything different from, or in addition to that called for by this Agreement, SELLER will satisfy such requirements at PURCHASER's written request and expense.

20. FORCE MAJEURE. If SELLER is rendered unable, wholly or in material part, directly or indirectly, by reason of Force Majeure, to carry out any of its obligations hereunder, then on SELLER's notice in writing to PURCHASER within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include, but not be limited to, acts of God, epidemics and pandemics, acts of or delays caused by governmental authorities, changes in laws and regulations, strikes, civil disobedience or unrest, lightning, fire, flood, washout, storm, communication lines failure, delays of the PURCHASER or PURCHASER's subcontractors, breakage or accident to equipment or machinery, wars, police actions, terrorism, embargos, and any other causes that are not reasonably within the control of the SELLER. If the delay is the result of PURCHASER's action or inaction, then in addition to an adjustment in time, SELLER shall be entitled to reimbursement of costs incurred to maintain its schedule. For the avoidance of doubt, if the cause relied upon has commenced prior to the Parties entered into a contracting relationship, it shall not render the cause void and/or not capable of being included within the definitions of Force Majeure, as listed within this Article 20.

21. DISPUTE RESOLUTION. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be exclusively determined by final and binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and Mediation Procedures ("Commercial Rules") including, if appropriate, the Procedures for Large, Complex Commercial Disputes. The seat or place of arbitration shall be Salt Lake City, Utah. The arbitration shall be conducted and the award shall be rendered in English. There shall be one arbitrator agreed to by the parties within twenty (20) days of receipt by respondent(s) of the request for arbitration or in default thereof appointed by the AAA in accordance with its Commercial Rules. If more than one arbitration is commenced under this Agreement and any party contends that two or more arbitrations are substantially related and that the issues should be heard in one proceeding, the arbitrator selected in the first-filed proceeding shall determine whether, in the interests of justice and efficiency, the proceedings should be consolidated before that arbitrator. The Parties are bound to each other by this arbitration clause. Each related party may be joined as an additional party to an arbitration involving other parties under this Agreement. The award rendered by the arbitrator shall be final, non-appellable and binding on the parties and may be entered and enforced in any court where a party or its assets is located. Each party shall be responsible for its own attorney fees and other legal costs associated with the dispute resolution process.

22. INDEPENDENT CONTRACTOR. It is expressly understood that SELLER is an independent contractor, and that neither SELLER nor its principals, partners, parents, subsidiaries, affiliates, employees or subcontractors are servants, agents, partners, joint ventures or employees of PURCHASER in any way whatsoever.

23. SEVERABILITY. Should any portion of this Agreement, be held to be invalid or unenforceable under applicable law then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties' intentions expressed herein.

24. CHOICE OF LAW, CHOICE OF VENUE. This Agreement shall be governed and construed in accordance with the laws of the State of Utah, without regard to its rules regarding conflicts or choice of law. The parties submit to the exclusive jurisdiction and venue of the state and federal courts located in Salt Lake City, Utah.

25. ASSIGNMENT. PURCHASER shall not assign or transfer this Agreement without the prior written consent of SELLER. Any attempt to make such an assignment or transfer shall be null and void. SELLER shall have the authority to assign, or otherwise transfer, its rights and obligations in connection with this Agreement, in whole or in part, upon prior written notice to PURCHASER.

26. LIMITATION ON LIABILITY, TO THE EXTENT PERMISSIBLE BY LAW, SELLER SHALL HAVE NO FURTHER LIABILITY IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE AMOUNT PAID BY PURCHASER FOR THE PRODUCTS GIVING RISE TO SUCH LIABILITY, NOTWITHSTANDING ANY LIABILITIES OR RESPONSIBILITIES ASSUMED BY SELLER HEREUNDER, SELLER SHALL IN NO EVENT BE RESPONSIBLE TO PURCHASER OR ANY THIRD PARTY, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, LOSS OF DATA, SERVICE INTERRUPTIONS, COST OF PURCHASED OR REPLACEMENT POWER, COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGE, WHETHER ARISING FROM DEFECTS, DELAY, OR FROM ANY OTHER CAUSE WHATSOEVER.

27. PRIVACY AND DATA PROTECTION. Seller has put in place rigorous safeguards and procedures regarding privacy and data protection, notably the Ovivo Privacy Policy (www.ovivowater.com/privacy-policy), and requires that Purchaser adhere to its data protection principles to the extent applicable to Purchaser.

28. DATA COLLECTION. PURCHASER consents to the collection of the Product's operational data and to the use of such data for the purpose of improving the Products and other purposes stated herein. PURCHASER further agrees that such data collection does not constitute a performance monitoring service or duty by SELLER.

29. INSURANCE. SELLER shall maintain that its current levels of insurance for the duration of the Project, as set forth in its standard certificate of insurance, available upon request.

30. BONDS. Upon PURCHASER request within fifteen (15) calendar days of SELLER's receipt of an order, SELLER shall provide a bond in favor of PURCHASER, at PURCHASER's expense, by an institution, and in a form, approved in advance by SELLER. Any performance and/or payment bond agreed to be provided by SELLER will extend to supply of equipment and services for a period not to exceed the first twenty four (24) months of the service or warranty period, and for a value not to exceed the total price of the contract.

31. PERMITS. PURCHASER shall be solely responsible to obtain and maintain in force all necessary permits with respect to any products to be provided by SELLER hereunder and any intended use by PURCHASER.

REVISED - April 2024

AS SOLD

T&CS

Exhibit B – Sub-Contractors

Turning Water Industries Corporation

Exhibit C – Schedule

Services to begin promptly after the issuance of the Purchase Order on an as needed basis.

- Ovivo USA Inc. will submit drawings and associated information for approval within four (4) weeks of the receipt of Purchase Order.
- Release for fabrication will be issued in two (2) weeks once all submittals are approved.
- Ovivo to ship products within twenty (20) weeks after receipt of approved submittals.
- Installation completion within 45 days of Mount Dora receiving materials

Exhibit D – Compensation

BID PRICING

This proposal is valid for 90 Days. Pricing Expiration Date: October 22, 2024.

ITEM	EQUIPMENT	ESTIMATED LEAD TIME*	PRICE
I	Replacement components for 5 HP Submerged Turbine Mixer	20-22 WKS	<u>\$ 71,730.00</u>
I.a	Installation	TBD	<u>\$ Included</u>

Ovivo USA, LLC

4246 Riverboat Road, Suite 300
Salt Lake City, Utah
84123
USA

Telephone: 801.931.3000

Facsimile: 801.931.3080

www.ovivowater.com



July 24, 2024

City of Mount Dora, FL
James P. Snell WWTP
900 North Donnelly Street
Mount Dora, FL 32757

Re: Sole Source Equipment

To whom it may concern,

Please be advised OVIVO USA, LLC (Formerly known as Eimco Water Technologies – EWT) is the "sole supplier" of all original: EIMCO, EIMCO Process Equipment, Baker Process, EIMCO Water Technologies, EIMCO Municipal Water and Wastewater Equipment and Parts.

Please be advised that the following company is the exclusive authorized sales representative for Ovivo USA, LLC process equipment used in water and wastewater treatment processes within the state of Florida.

Please direct all inquiries for municipal treatment equipment to TSC-Jacobs North.

TSC-Jacobs - North
24156 SR 54, Suite 3
Lutz, FL 33559

Attn: Gerald Mendez, P.E.
Cell: 813-625-3318
Fax: 813-242-2597

Very truly yours,
Ovivo USA, LLC

cc. Gerald Mendez



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

DATE: October 1, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of the Agreements for Continuing Professional Consultant Services from RFQ 24-GS-013 for the City, the Downtown CRA, and the Northeast CRA.

Introduction:

This is a request for the City Council to approve the Professional Consultant Services Agreements.

Discussion:

At the September 17, 2024, City Council Regular Session, Council approved the final rankings 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 approved rankings, the Evaluation Committee recommended negotiating agreements with 18 different companies:

Bentley Group, Inc.
CPH Engineering
Dredging & Marine Consultants
DRMP, Inc.
DST ENGINEERS, LLC
GAI Consultants
Halff Associates, Inc.
Kimley-Horn and Associates, Inc.
LandDesign

Mittauer & Associates, Inc.
Nadic Engineering Services, Inc.
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. These consultants fall under the Florida Consultants' Competitive Negotiation Act, which applies to projects with a total project value of \$7,500,000.

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/NE-CRA projects.

Recommendation:

City Council to approve the agreements.

Attachment(s):

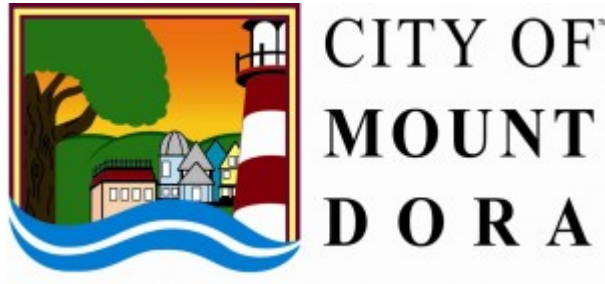
1. Attachment #1- RFQ 24-GS-013 PROFESSIONAL CONSULTANT SERVICES
2. Attachment #2- RFQ 24-GS-013 Professional Consultant Services- Notice of Intent to Award
3. Attachment #3- Master Score Sheet RFQ 24-GS-013
4. 47 Agreements Groups A-P

Prepared by: Jeanann Hand, City Clerk
Reviewed by: Whitney Donovan, Purchasing Coordinator
Matthew Dodson, Budget Officer
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 9/24/2024
Approved - 9/25/2024
Approved - 9/25/2024
Approved - 9/25/2024
Final Approval - 9/25/2024

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: \$ 1,000,000 Per Occurrence
Errors and Omissions or Professional
Malpractice Coverage
- ☐ 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: _____

W-9 Form (Rev. October 2018) Department of the Treasury Internal Revenue Service	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.																																																						
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RFQ #24-GS-013

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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/WHDL/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.

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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.

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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.

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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 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.”

“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

(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=Y22TpgTNYLJfzg2RIGJNsuL9Plf1Fo.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@mountdora.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@mountdora.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

ATTACHMENT #3

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
Halff 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
Halff 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
Halff 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
Halff 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
Halff 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
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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
Halff 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
Halff 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 choosinf 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
Halff 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



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

October 1, 2024 Agenda Item Documents

Request Approval of the Agreements for Continuing Professional Consultant Services from RFQ 24-GS-013 for the City of Mount Dora, the Downtown CRA, and the Northeast CRA

This attachment serves to provide a link at which the 47 proposed agreements may be viewed.

[LINK: 47 agreements Groups A-P \(Published online\)](#)

Click here to view agreements.

ONLINE DOCUMENTS



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

DATE: October 1, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request to Ratify the Rescheduling of the November 5, 2024, City Council Regular Session to November 4, 2024, at 6:00 pm.

Introduction:

This is a request for City Council to ratify the consensus to reschedule the November 5th, 2024 (6:00 p.m.) City Council Regular Session.

Discussion:

At the September 17, 2024, City Council Regular Session, Council agreed to reschedule the Tuesday, November 5th Regular Session to take place instead on Monday, November 4th at 6:00 p.m. in order to accommodate activities related to the November 5th General Election, which is a special circumstance in this case.

The Charter of the City of Mount Dora requires a motion and majority vote to reschedule a regular meeting:

Mount Dora Code of Ordinances Part I Charter, Article II Legislative, Section 8. -

Meetings: The city council shall convene regular city council meetings on the first and third Tuesday of each month at a location within the City of Mount Dora. The city council, by motion and majority vote, may reschedule the regular council meeting to a separate date in order to avoid lack of a quorum or to comply with special circumstances. However, a regular meeting falling on any official city holiday may not be held.

For this reason, staff is bringing this item back to Council so that their expressed consensus from September 17th may be ratified by the mandatory motion and vote.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

City Council to ratify the decision to reschedule the first meeting in November to Monday, November 4th, 2024, at 6:00 p.m.

Attachment(s):

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Vince Sandersfeld, City Manager

Final Approval - 9/19/2024



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

DATE: October 1, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Adoption of **Resolution No. 2024-33**, Approving Fireworks Launch from the 4th Avenue Docks for 2024 Light Up Mount Dora Event

Introduction:

This is a request for City Council to adopt Resolution No. 2024-33, approving fireworks launch from the 4th Avenue Docks for the November 23, 2024, Light Up Mount Dora Event.

Discussion:

The City of Mount Dora wishes to sponsor and host a fireworks display as part of the 2024 Light Up Mount Dora Event held throughout downtown and lakefront areas of Mount Dora. The event is scheduled for November 23, 2024, and requires the closing of the 4th Avenue Docks in order to launch fireworks. The City has complied with all requirements and procedures for the fireworks display related to this event.

Section 50.250, City of Mount Dora Code of Ordinances, requires City Council approval of any fireworks launched in the City.

Budget Impact:

\$6,000.00 has been budgeted in GL account #001-1340-572.52-01, Special Events Operating Supplies, for the fireworks display at this event.

Strategic Impact:

Objective 2.3.3 of the City of Mount Dora's Strategic Plan, which calls for support of special events. Special events strongly encourage economic development in the downtown business community. Each attendee has the opportunity to discover downtown businesses while appreciating Mount Dora's beautiful lakefront.

Recommendation:

City Council adopt Resolution No. 2024-33, approving fireworks launch at the 4th Avenue Docks for the November 23, 2024, Light Up Mount Dora Event.

Attachment(s):

1. Attachment #1.SIGNED.Agreement.Explosive
Touch.Fireworks.04.19.2023.exp.04.19.2026
2. Reso No. 2024-33 Light Up Mount Dora Fireworks

Prepared by: Jeanann Hand, City Clerk

Reviewed by: carsonc carsonc, Special Events Manager
Troy Shonk, Parks & Recreation Director
Matthew Dodson, Budget Officer
Rita Meade, Finance Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 9/20/2024

Approved - 9/20/2024

Approved - 9/20/2024

Approved - 9/20/2024

Approved - 9/20/2024

Approved - 9/20/2024

Final Approval - 9/23/2024

ATTACHMENT #1

AGREEMENT

THIS AGREEMENT is made by and between the CITY OF MOUNT DORA, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as the “CITY”, and EXPLOSIVE TOUCH ENTERPRISES, LLC, 4260 Amelia Plantation Court, Vero Beach, Florida 32967, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the CITY has competitively solicited for Aerial Fireworks Display Services, pursuant to the CITY’s Purchasing Policy and ITB #23-PR-001; and,

WHEREAS, the CONTRACTOR submitted the lowest responsive bid most advantageous to the CITY related to the services set forth in ITB #23-PR-001; and,

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION 1. RECITALS.

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. TERM.

The terms of this Agreement shall be for a period of three (3) years beginning on the date of execution by the CITY. The Agreement may be extended, under the same terms and conditions as set forth herein, for up to two (2) additional one (1) year periods.

SECTION 3. SCOPE OF SERVICES.

The CONTRACTOR shall be responsible for performing the services described in **Exhibit “A”** attached hereto. To the extent of any conflict between **Exhibit “A”** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

SECTION 4. WARRANTY.

The CONTRACTOR agrees to provide a full warranty to the CITY for all services which it provides hereunder for one full year following the date of final completion of such services. In the event that the CONTRACTOR is called to perform warranty work, the CONTRACTOR will be responsible for all costs incurred in repairing the warrantied services. To the extent applicable, any manufacturer’s warranty on materials provided or installed shall be in addition to the warranty required hereunder.

SECTION 5. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

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- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the CITY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the CITY or any property owned by the CITY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.
- B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the CITY in accordance herewith.
- C. The CONTRACTOR will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the CITY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 6. **STANDARD OF CARE.**

- A. The CONTRACTOR has represented to the CITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner consistent with the CITY's stated objectives and standards.
- B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 7. **COMPENSATION.**

- A. Compensation for services completed by the CONTRACTOR will be in accordance with Florida Statutes, section 218.70, Florida's Prompt Payment Act. The amount to be paid under this Agreement for services shall be for services shall be in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto. To the extent of any conflict between **Exhibit "B"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.
- B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY

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reserves the right to forego use of the CONTRACTOR for any work which may fall within the Scope of Services listed herein. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the CITY has provided notice of defect to the CONTRACTOR.

SECTION 8. TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

SECTION 9. PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the CITY, and not due to the fault of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the CITY. All such payments shall be subject to an off-set for any damages incurred by the CITY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the CITY in the event of breach by the CONTRACTOR.

SECTION 10. INSURANCE.

- A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the CITY, in the form of a Certificate of Insurance prior to the start of any work hereunder:
 - 1. AUTOMOBILE:
 - a. Combined Single Limit: \$300,000 per accident,
 - OR**
 - b. Bodily Injury: \$300,000 per person,
 - AND**
 - Property Damage: \$100,000 per accident;
- 2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;

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3. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00);
 4. EXCESS COVERAGE: One Million Dollars (\$1,000,000.00); and,
 5. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars (\$1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.
- B. For every insurance policy required hereunder, the CONTRACTOR shall provide the CITY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured CONTRACTOR,
 2. The specified job by name and job number,
 3. List the "CITY OF MOUNT DORA" as an Additional Insurer,
 4. Recognizes the Indemnification requirements of this Agreement.
 5. The name of the insurer,
 6. The number of the policy,
 7. The effective date,
 8. The termination date,
 9. A statement that the insurer will mail notice to the CITY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
- C. The CONTRACTOR shall name the "City of Mount Dora" as an additional insured, to the extent of the service to be provided under the agreement, on all insurance policies required hereunder with the exception of Workers' Compensation, and provide the CITY with proof of same.
- D. Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the CITY.
- F. The CONTRACTOR hereby waives for itself and for its insurers and underwriters, all rights which each of them may hold to recover in subrogation, indemnity, contribution or by direct cause of action for any damages, losses and

ATTACHMENT #1

costs of defense for risks against which insurance is provided, whether or not the same is required to be provided. The CONTRACTOR shall obtain consents, endorsements or such other action by insurers and underwriters as may be necessary to establish that the waiver of subrogation, indemnity, contribution and direct cause of action shall not abrogate, limit or otherwise affect any insurance provided by the CONTRACTOR and shall deliver evidence of the same to the to the CITY upon reasonable request.

- G. The CITY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.
- H. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of the City of Mount Dora. The liability policies shall be Primary/Non-Contributory.

SECTION 11. CITY OBLIGATIONS.

At the CONTRACTOR's request, the CITY agrees to provide, at no cost, all pertinent information known to be available to the CITY to assist the CONTRACTOR in providing and performing the required services.

SECTION 12. ENTIRE AGREEMENT.

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or affect whatsoever on this Agreement.

SECTION 13. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Lake County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 14. PUBLIC RECORDS.

- A. Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS:

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CITY CLERK: JEANANN HAND
510 NORTH BAKER STREET
MOUNT DORA, FL 32757
(352) 735-7126
HANDJ@CITYOFMOUNTDORA.COM

- B. CONTRACTOR agrees to comply with public records laws, specifically to:
1. Keep and maintain public records required by the CITY to perform the services set forth herein.
 2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
 3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.
 4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services set forth herein. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

SECTION 15. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the CITY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

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SECTION 16. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 17. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 18. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONTRACTOR agrees to indemnify, defend and hold the CITY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement. The CONTRACTOR waives any and all right or opportunity to contest the enforceability of this Section and agrees that in the event this Section, or any part thereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law.

SECTION 19. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the CITY may terminate this Agreement immediately notwithstanding any notice requirements set forth herein.

SECTION 20. BINDING EFFECT.

This Agreement shall be binding upon and enure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 21. ASSIGNMENT.

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the CITY.

ATTACHMENT #1

SECTION 22. **SEVERABILITY.**

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

SECTION 23. **WAIVER.**

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

SECTION 24. **NOTICE.**

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the CITY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the CITY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

CITY: City of Mount Dora
 Attention: City Manager
 510 N. Baker Street
 Mount Dora, Florida 32756

CONTRACTOR: Explosive Touch Enterprises, LLC
 4260 Amelia Plantation Court
 Vero Beach, Florida 32967

SECTION 25. **MODIFICATION.**

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 26. **HEADINGS.**

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

ATTACHMENT #1

SECTION 27. ADMINISTRATIVE DOCUMENTATION CONFLICT.

In the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the CITY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon. Likewise, any invoice or other instrument issued by the CONTRACTOR shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

SECTION 28. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the CITY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

SECTION 29. PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

SECTION 30. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 31. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 32. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the CITY and shall be retained by the CONTRACTOR, for a period of five (5) years after termination or completion of the Agreement or until the full CITY audit is complete, whichever comes first. The CITY shall retain the right to audit the

ATTACHMENT #1

books during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The CITY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the CITY. The CITY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

SECTION 33. SOVEREIGN IMMUNITY.

The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

SECTION 34. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the CITY without regard to any notice otherwise required herein. In the event the CITY incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the CITY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

SECTION 35. USE OF CITY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD.

The CONTRACTOR may only use the CITY'S name, logo, seal and/or flag with the express written permission of the City and consistent with any CITY policy related to the same. In addition, the CONTRACTOR shall not use the CITY'S letterhead, or any attempted rendition thereof, for issuing any correspondence related to this Agreement without the express written permission of the CITY.

ATTACHMENT #1

SECTION 36. ELECTRONIC SIGNATURE.

This Agreement may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same Agreement. Electronic signatures shall be valid and sufficient to bind any party to this Agreement. Signatures to this Agreement transmitted by facsimile, email or other electronic transmission (for example, through the use of a Portable Document Format or "pdf" file) shall be valid and effective to bind the party so signing. All such signatures will be deemed to be original signatures for all purposes.

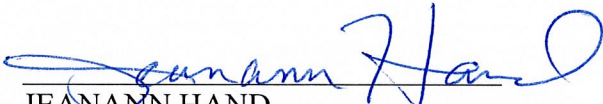
IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 14TH day of APRIL, 2023.

CITY OF MOUNT DORA



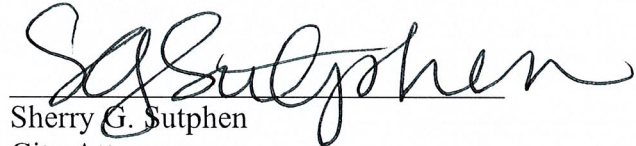
CRISSY STILE, Mayor

ATTEST:



JEANANN HAND
CITY CLERK

For the use and reliance of City of Mount Dora only.
Approved as to form and legal sufficiency.



Sherry G. Sutphen
City Attorney

ATTACHMENT #1

CONTRACTOR

By: EJ Weppel

Print: EJ Weppel IV

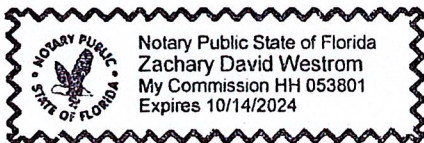
Title: President

STATE OF FLORIDA

COUNTY OF Indian River

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization of EJ Weppel, as president, of Explosive Touch LLC, who personally swore or affirmed that he/she is authorized to execute this Agreement, and thereby bind the Contractor, and who is personally known to me or who produced drivers license as identification, and who did/did not take an oath this 15th day of March, 2023.

(stamp)



[Signature]
NOTARY PUBLIC, State of Florida

ATTACHMENT #1

Exhibit "A" Scope of Services

"Freedom on the Waterfront" - July 3rd Annually

1. Contractor shall provide a complete fireworks display lasting no less than twenty (20) minutes. The scheduled time of the launching will be approximately 9:15 pm EST.
2. There shall be a three-phase display with an opener no less than 1 minute, a main body of the show lasting no less than 18 minutes, and a finale lasting no less than 1 minute.
3. Shells shall be "racked" and fired from Grantham Pointe by a licensed pyrotechnic company and trained personnel.
4. All fireworks to be included in the presentation are to be premium quality 1.3G under UN0335. No consumer grade fireworks are to be used. The firework display should comprise a combination of 1 inch to 5 inch shells that meet the prior approval of the City of Mount Dora's Fire Marshall. The breakdown of each section of the display shall be as follows:

Opener: 160 Total Display Shells

100: 1 inch - 2.5 inch Premium single shot and multi-shot cake effects
30: 3 inch Premium Fireworks Shells- variety of effects
18: 4 inch Premium Fireworks Shells -variety of effects
12: 5 inch Premium Fireworks Shells -variety of effects

Main Body: 2,580 Total Display Shells

2,000: 1 inch - 2.5 inch Premium single shot and multi-shot cake effects
150: 3 inch Premium Fireworks Shells - variety of effects
180: 4 inch Premium Fireworks Shells - variety of effects
280: 5 inch Premium Fireworks Shells -variety of effects

Grand Finale: 860 Total Display Shells

500: 1 inch - 2.5 inch Premium single shot and multi shot cake effects
250: 3 inch Premium Fireworks Shells -variety of effects
55: 4 inch Premium Fireworks Shells -variety of effects
55: 5 inch Premium Fireworks Shells -variety of effects

TOTAL SHELL COUNT: 3,600

ATTACHMENT #1

“Last Call”– Last Saturday of July (Alternate Event)

1. The successful proposer will a complete fireworks display lasting no less than seven (7) minutes. The scheduled time of launching will be at 12:00 am (Midnight), on January 1.
2. Shells shall be “racked” and fired from the 4th Avenue Docks by a licensed pyrotechnic company and trained personnel.
3. All fireworks to be included in the presentation are to be premium quality 1.3G under UN 0335. No consumer grade fireworks are to be used.
4. The firework display should comprise a combination of 1.5 inch to 4 inch shells that meets the approval of the City of Mount Dora’s Fire Marshall. The breakdown of each section of the display shall be as follows:
5. Total Display Shells:

600: 1 inch - 2.5 inch Premium single shot and multi shot cake effects
380: 3 inch Premium Fireworks Shells -variety of effects
120: 4 inch Premium Fireworks Shells -variety of effects
TOTAL SHELL COUNT: 1100

“Light Up Mount Dora” – November 26th Annually

1. The successful proposer will provide a complete fireworks display lasting no less than seven (7) minutes. The scheduled time of launching will be at 6:30-7:00 pm.
2. Shells shall be “racked” and fired from Grantham Point by a licensed pyrotechnic company and trained personnel.
3. All fireworks to be included in the presentation are to be premium quality 1.3G under UN 0335. No consumer grade fireworks are to be used.
4. The firework display should comprise a combination of 1.5 inch to 4 inch shells that meets the approval of the City of Mount Dora’s Fire Marshall. The breakdown of each section of the display shall be as follows:
5. Total Display Shells

500: 1 inch - 2.5 inch Premium single shot and multi shot cake effects
320: 3 inch Premium Fireworks Shells -variety of effects
80: 4 inch Premium Fireworks Shells -variety of effects
TOTAL SHELL COUNT: 900

ATTACHMENT #1

“New Year’s Eve Celebration” – December 31 annually

1. The successful proposer will provide a complete fireworks display lasting no less than seven (7) minutes. The scheduled time of launching will be at 12:00 am (Midnight), on January 1.
2. Shells shall be “racked” and fired from the 4th Avenue Docks by a licensed pyrotechnic company and trained personnel.
3. All fireworks to be included in the presentation are to be premium quality 1.3G under UN 0335. No consumer grade fireworks are to be used.
4. The firework display should comprise a combination of 1.5 inch to 4 inch shells that meets the approval of the City of Mount Dora’s Fire Marshall. The breakdown of each section of the display shall be as follows:
5. Total Display Shells:

600: 1 inch - 2.5 inch Premium single shot and multi shot cake effects
380: 3 inch Premium Fireworks Shells -variety of effects
120: 4 inch Premium Fireworks Shells -variety of effects
TOTAL SHELL COUNT: 1100

Additional Annual Alternate Events (up to 3) – Dates to Be Determined

1. The successful proposer will provide all necessary transport, equipment, personnel, and material for set up, display show, tear down and provide a complete fireworks display lasting no less than seven (7) minutes.
2. Shells shall be “racked” and fired from an approved location and by a licensed pyrotechnic company and trained personnel.
3. All fireworks to be included in the presentation are to be premium quality 1.3G under UN 0335. No consumer grade fireworks are to be used.
4. The firework display should comprise a combination of 1.5 inch to 4 inch shells that meets the approval of the City of Mount Dora’s Fire Marshall. The breakdown of each section of the display shall be as follows:
5. Total Display Shells

600: 1 inch - 2.5 inch Premium single shot and multi shot cake effects
380: 3 inch Premium Fireworks Shells -variety of effects
120: 4 inch Premium Fireworks Shells -variety of effects
TOTAL SHELL COUNT: 1100

ATTACHMENT #1

Exhibit "B" Compensation

	Event Description	Year 1	Year 2	Year 3	Year 4 (Renewal)	Year 5 (Renewal)
1.	"Freedom on the Waterfront" July 3 Annually	\$28,500.00	\$28,500.00	\$28,500.00	\$30,000.00	\$30,000.00
2.	"Light Up Mount Dora" November 26 Annually	\$6,000.00	\$6,000.00	\$6,000.00	\$6,500.00	\$6,500.00
3.	"New Year's Eve Celebration" December 31 Annually	\$7,000.00	\$7,000.00	\$7,000.00	\$7,500.00	\$7,500.00
4.	"Last Call" Last Saturday of July (Annual Alternate Event)	\$7,000.00	\$7,000.00	\$7,000.00	\$7,500.00	\$7,500.00
Subtotals (per year):		\$48,500.00	\$48,500.00	\$48,500.00	\$51,500.00	\$51,500.00
BID GRAND TOTAL (all annual events all years)					\$248,500.00	
5.	Each Additional Event: (Up to Three - Upon City Request Only)	\$6-7K each	\$6-7K each	\$6-7K each	\$6.5K-7.5K each	\$6.5K-7.5K each

Bid Grand Total (written): Two Hundred Forty Eight Thousand Five Hundred Dollars and 00 /100

RESOLUTION NO. 2024-33

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE 2024 LIGHT UP MOUNT DORA EVENT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING AUTHORIZATION FOR FIREWORKS DISPLAY AND DOCK CLOSURE; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora wishes to sponsor and host a fireworks display, as part of the 2024 Light Up Mount Dora event; and

WHEREAS, the City's 2024 Light Up Mount Dora event is scheduled for Saturday, November 23, 2024; and

WHEREAS, the 2024 Light Up Mount Dora event requires the closing of the 4th Avenue Docks in order to launch fireworks beginning at 6:20 p.m.; and

WHEREAS, Section 50.250, City of Mount Dora Code of Ordinances, requires City Council approval of any fireworks launched in the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:

SECTION 1. Legislative Findings and Intent. The City of Mount Dora has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Authorization for Fireworks Display and Dock Closure. The City hereby authorizes the 2024 Light Up Mount Dora fireworks display and closure of the 4th Avenue Docks in order for the fireworks to be safely launched.

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions as may deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the fireworks display and closure of the 4th Avenue Docks, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature which do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 6. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 8. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 1st day of October, 2024.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

Jeanann Hand
City Clerk

Approved as to form and legality.

Patrick Brackins, City Attorney



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

DATE: October 1, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Adoption of **Resolution No. 2024-34**, Approving Fireworks Launch and Dock Closure on December 31, 2024, New Year's Eve Event

Introduction:

This is a request for City Council to adopt Resolution No. 2024-34, approving the launch of a fireworks display and dock closure at the New Year's Eve Event taking place in Sunset Park on December 31, 2024

Discussion:

The City of Mount Dora wishes to sponsor and host a fireworks display as part of the 2024 New Year's Eve Event. The event is scheduled for December 31, 2024, and requires the closing of the Fourth Avenue Docks in order to launch fireworks. The City has complied with all requirements and procedures for the fireworks display related to this event.

Section 50.250, City of Mount Dora Code of Ordinances, requires City Council approval of any fireworks launched in the City.

Budget Impact:

\$7,000.00 has been budgeted in GL account #001-1340-572.52-01, Special Events Operating Supplies, for the fireworks display at this event.

Strategic Impact:

Objective 2.3.3 of the City of Mount Dora's Strategic Plan, which calls for support of special events. Special events strongly encourage economic development in the downtown business community. Each attendee has the opportunity to discover downtown businesses while appreciating Mount Dora's beautiful lakefront.

Recommendation:

City Council adopt Resolution No. 2024-34, approving the launch of a fireworks display and dock closure at the New Year's Eve Event taking place in Sunset Park on December 31, 2024.

Attachment(s):

1. Attachment #1.SIGNED.Agreement.Explosive
Touch.Fireworks.04.19.2023.exp.04.19.2026
2. Resolution 2024-34.Approval for New Year's Eve Block Party Fireworks

Prepared by: Jeanann Hand, City Clerk

Reviewed by: carsonc carsonc, Special Events Manager
Troy Shonk, Parks & Recreation Director
Matthew Dodson, Budget Officer
Rita Meade, Finance Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 9/20/2024

Approved - 9/20/2024

Approved - 9/23/2024

Approved - 9/23/2024

Approved - 9/24/2024

Approved - 9/24/2024

Final Approval - 9/24/2024

ATTACHMENT #1

AGREEMENT

THIS AGREEMENT is made by and between the CITY OF MOUNT DORA, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as the “CITY”, and EXPLOSIVE TOUCH ENTERPRISES, LLC, 4260 Amelia Plantation Court, Vero Beach, Florida 32967, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the CITY has competitively solicited for Aerial Fireworks Display Services, pursuant to the CITY’s Purchasing Policy and ITB #23-PR-001; and,

WHEREAS, the CONTRACTOR submitted the lowest responsive bid most advantageous to the CITY related to the services set forth in ITB #23-PR-001; and,

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION 1. RECITALS.

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. TERM.

The terms of this Agreement shall be for a period of three (3) years beginning on the date of execution by the CITY. The Agreement may be extended, under the same terms and conditions as set forth herein, for up to two (2) additional one (1) year periods.

SECTION 3. SCOPE OF SERVICES.

The CONTRACTOR shall be responsible for performing the services described in **Exhibit “A”** attached hereto. To the extent of any conflict between **Exhibit “A”** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

SECTION 4. WARRANTY.

The CONTRACTOR agrees to provide a full warranty to the CITY for all services which it provides hereunder for one full year following the date of final completion of such services. In the event that the CONTRACTOR is called to perform warranty work, the CONTRACTOR will be responsible for all costs incurred in repairing the warrantied services. To the extent applicable, any manufacturer’s warranty on materials provided or installed shall be in addition to the warranty required hereunder.

SECTION 5. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

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- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the CITY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the CITY or any property owned by the CITY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.
- B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the CITY in accordance herewith.
- C. The CONTRACTOR will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the CITY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 6. **STANDARD OF CARE.**

- A. The CONTRACTOR has represented to the CITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner consistent with the CITY's stated objectives and standards.
- B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 7. **COMPENSATION.**

- A. Compensation for services completed by the CONTRACTOR will be in accordance with Florida Statutes, section 218.70, Florida's Prompt Payment Act. The amount to be paid under this Agreement for services shall be for services shall be in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto. To the extent of any conflict between **Exhibit "B"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.
- B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY

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reserves the right to forego use of the CONTRACTOR for any work which may fall within the Scope of Services listed herein. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the CITY has provided notice of defect to the CONTRACTOR.

SECTION 8. TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

SECTION 9. PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the CITY, and not due to the fault of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the CITY. All such payments shall be subject to an off-set for any damages incurred by the CITY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the CITY in the event of breach by the CONTRACTOR.

SECTION 10. INSURANCE.

- A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the CITY, in the form of a Certificate of Insurance prior to the start of any work hereunder:
 - 1. AUTOMOBILE:
 - a. Combined Single Limit: \$300,000 per accident,
 - OR**
 - b. Bodily Injury: \$300,000 per person,
 - AND**
 - Property Damage: \$100,000 per accident;
- 2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;

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3. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00);
 4. EXCESS COVERAGE: One Million Dollars (\$1,000,000.00); and,
 5. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars (\$1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.
- B. For every insurance policy required hereunder, the CONTRACTOR shall provide the CITY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured CONTRACTOR,
 2. The specified job by name and job number,
 3. List the "CITY OF MOUNT DORA" as an Additional Insurer,
 4. Recognizes the Indemnification requirements of this Agreement.
 5. The name of the insurer,
 6. The number of the policy,
 7. The effective date,
 8. The termination date,
 9. A statement that the insurer will mail notice to the CITY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
- C. The CONTRACTOR shall name the "City of Mount Dora" as an additional insured, to the extent of the service to be provided under the agreement, on all insurance policies required hereunder with the exception of Workers' Compensation, and provide the CITY with proof of same.
- D. Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the CITY.
- F. The CONTRACTOR hereby waives for itself and for its insurers and underwriters, all rights which each of them may hold to recover in subrogation, indemnity, contribution or by direct cause of action for any damages, losses and

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costs of defense for risks against which insurance is provided, whether or not the same is required to be provided. The CONTRACTOR shall obtain consents, endorsements or such other action by insurers and underwriters as may be necessary to establish that the waiver of subrogation, indemnity, contribution and direct cause of action shall not abrogate, limit or otherwise affect any insurance provided by the CONTRACTOR and shall deliver evidence of the same to the to the CITY upon reasonable request.

- G. The CITY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.
- H. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of the City of Mount Dora. The liability policies shall be Primary/Non-Contributory.

SECTION 11. CITY OBLIGATIONS.

At the CONTRACTOR's request, the CITY agrees to provide, at no cost, all pertinent information known to be available to the CITY to assist the CONTRACTOR in providing and performing the required services.

SECTION 12. ENTIRE AGREEMENT.

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or affect whatsoever on this Agreement.

SECTION 13. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Lake County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 14. PUBLIC RECORDS.

- A. Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS:

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CITY CLERK: JEANANN HAND
510 NORTH BAKER STREET
MOUNT DORA, FL 32757
(352) 735-7126
HANDJ@CITYOFMOUNTDORA.COM

- B. CONTRACTOR agrees to comply with public records laws, specifically to:
1. Keep and maintain public records required by the CITY to perform the services set forth herein.
 2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
 3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.
 4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services set forth herein. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

SECTION 15. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the CITY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

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SECTION 16. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 17. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 18. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONTRACTOR agrees to indemnify, defend and hold the CITY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement. The CONTRACTOR waives any and all right or opportunity to contest the enforceability of this Section and agrees that in the event this Section, or any part thereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law.

SECTION 19. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the CITY may terminate this Agreement immediately notwithstanding any notice requirements set forth herein.

SECTION 20. BINDING EFFECT.

This Agreement shall be binding upon and enure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 21. ASSIGNMENT.

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the CITY.

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SECTION 22. **SEVERABILITY.**

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

SECTION 23. **WAIVER.**

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

SECTION 24. **NOTICE.**

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the CITY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the CITY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

CITY: City of Mount Dora
 Attention: City Manager
 510 N. Baker Street
 Mount Dora, Florida 32756

CONTRACTOR: Explosive Touch Enterprises, LLC
 4260 Amelia Plantation Court
 Vero Beach, Florida 32967

SECTION 25. **MODIFICATION.**

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 26. **HEADINGS.**

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

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SECTION 27. ADMINISTRATIVE DOCUMENTATION CONFLICT.

In the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the CITY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon. Likewise, any invoice or other instrument issued by the CONTRACTOR shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

SECTION 28. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the CITY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

SECTION 29. PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

SECTION 30. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 31. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 32. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the CITY and shall be retained by the CONTRACTOR, for a period of five (5) years after termination or completion of the Agreement or until the full CITY audit is complete, whichever comes first. The CITY shall retain the right to audit the

ATTACHMENT #1

books during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The CITY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the CITY. The CITY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

SECTION 33. SOVEREIGN IMMUNITY.

The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

SECTION 34. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the CITY without regard to any notice otherwise required herein. In the event the CITY incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the CITY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

SECTION 35. USE OF CITY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD.

The CONTRACTOR may only use the CITY'S name, logo, seal and/or flag with the express written permission of the City and consistent with any CITY policy related to the same. In addition, the CONTRACTOR shall not use the CITY'S letterhead, or any attempted rendition thereof, for issuing any correspondence related to this Agreement without the express written permission of the CITY.

ATTACHMENT #1

SECTION 36. ELECTRONIC SIGNATURE.

This Agreement may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same Agreement. Electronic signatures shall be valid and sufficient to bind any party to this Agreement. Signatures to this Agreement transmitted by facsimile, email or other electronic transmission (for example, through the use of a Portable Document Format or "pdf" file) shall be valid and effective to bind the party so signing. All such signatures will be deemed to be original signatures for all purposes.

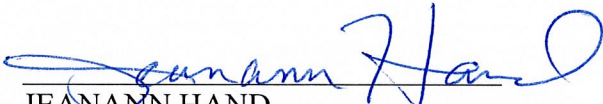
IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 14TH day of APRIL, 2023.

CITY OF MOUNT DORA



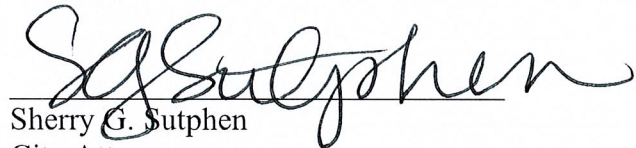
CRISSY STILE, Mayor

ATTEST:



JEANANN HAND
CITY CLERK

For the use and reliance of City of Mount Dora only.
Approved as to form and legal sufficiency.



Sherry G. Sutphen
City Attorney

ATTACHMENT #1

CONTRACTOR

By: EJ Weppel

Print: EJ Weppel IV

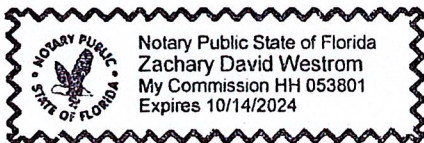
Title: President

STATE OF FLORIDA

COUNTY OF Indian River

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization of EJ Weppel, as president, of Explosive Touch LLC, who personally swore or affirmed that he/she is authorized to execute this Agreement, and thereby bind the Contractor, and who is personally known to me or who produced drivers license as identification, and who did/did not take an oath this 15th day of March, 2023.

(stamp)



[Signature]
NOTARY PUBLIC, State of Florida

ATTACHMENT #1

Exhibit "A" Scope of Services

"Freedom on the Waterfront" - July 3rd Annually

1. Contractor shall provide a complete fireworks display lasting no less than twenty (20) minutes. The scheduled time of the launching will be approximately 9:15 pm EST.
2. There shall be a three-phase display with an opener no less than 1 minute, a main body of the show lasting no less than 18 minutes, and a finale lasting no less than 1 minute.
3. Shells shall be "racked" and fired from Grantham Pointe by a licensed pyrotechnic company and trained personnel.
4. All fireworks to be included in the presentation are to be premium quality 1.3G under UN0335. No consumer grade fireworks are to be used. The firework display should comprise a combination of 1 inch to 5 inch shells that meet the prior approval of the City of Mount Dora's Fire Marshall. The breakdown of each section of the display shall be as follows:

Opener: 160 Total Display Shells

100: 1 inch - 2.5 inch Premium single shot and multi-shot cake effects
30: 3 inch Premium Fireworks Shells- variety of effects
18: 4 inch Premium Fireworks Shells -variety of effects
12: 5 inch Premium Fireworks Shells -variety of effects

Main Body: 2,580 Total Display Shells

2,000: 1 inch - 2.5 inch Premium single shot and multi-shot cake effects
150: 3 inch Premium Fireworks Shells - variety of effects
180: 4 inch Premium Fireworks Shells - variety of effects
280: 5 inch Premium Fireworks Shells -variety of effects

Grand Finale: 860 Total Display Shells

500: 1 inch - 2.5 inch Premium single shot and multi shot cake effects
250: 3 inch Premium Fireworks Shells -variety of effects
55: 4 inch Premium Fireworks Shells -variety of effects
55: 5 inch Premium Fireworks Shells -variety of effects

TOTAL SHELL COUNT: 3,600

ATTACHMENT #1

“Last Call”– Last Saturday of July (Alternate Event)

1. The successful proposer will a complete fireworks display lasting no less than seven (7) minutes. The scheduled time of launching will be at 12:00 am (Midnight), on January 1.
2. Shells shall be “racked” and fired from the 4th Avenue Docks by a licensed pyrotechnic company and trained personnel.
3. All fireworks to be included in the presentation are to be premium quality 1.3G under UN 0335. No consumer grade fireworks are to be used.
4. The firework display should comprise a combination of 1.5 inch to 4 inch shells that meets the approval of the City of Mount Dora’s Fire Marshall. The breakdown of each section of the display shall be as follows:
5. Total Display Shells:

600: 1 inch - 2.5 inch Premium single shot and multi shot cake effects
380: 3 inch Premium Fireworks Shells -variety of effects
120: 4 inch Premium Fireworks Shells -variety of effects
TOTAL SHELL COUNT: 1100

“Light Up Mount Dora” – November 26th Annually

1. The successful proposer will provide a complete fireworks display lasting no less than seven (7) minutes. The scheduled time of launching will be at 6:30-7:00 pm.
2. Shells shall be “racked” and fired from Grantham Point by a licensed pyrotechnic company and trained personnel.
3. All fireworks to be included in the presentation are to be premium quality 1.3G under UN 0335. No consumer grade fireworks are to be used.
4. The firework display should comprise a combination of 1.5 inch to 4 inch shells that meets the approval of the City of Mount Dora’s Fire Marshall. The breakdown of each section of the display shall be as follows:
5. Total Display Shells

500: 1 inch - 2.5 inch Premium single shot and multi shot cake effects
320: 3 inch Premium Fireworks Shells -variety of effects
80: 4 inch Premium Fireworks Shells -variety of effects
TOTAL SHELL COUNT: 900

ATTACHMENT #1

“New Year’s Eve Celebration” – December 31 annually

1. The successful proposer will provide a complete fireworks display lasting no less than seven (7) minutes. The scheduled time of launching will be at 12:00 am (Midnight), on January 1.
2. Shells shall be “racked” and fired from the 4th Avenue Docks by a licensed pyrotechnic company and trained personnel.
3. All fireworks to be included in the presentation are to be premium quality 1.3G under UN 0335. No consumer grade fireworks are to be used.
4. The firework display should comprise a combination of 1.5 inch to 4 inch shells that meets the approval of the City of Mount Dora’s Fire Marshall. The breakdown of each section of the display shall be as follows:
5. Total Display Shells:

600: 1 inch - 2.5 inch Premium single shot and multi shot cake effects
380: 3 inch Premium Fireworks Shells -variety of effects
120: 4 inch Premium Fireworks Shells -variety of effects
TOTAL SHELL COUNT: 1100

Additional Annual Alternate Events (up to 3) – Dates to Be Determined

1. The successful proposer will provide all necessary transport, equipment, personnel, and material for set up, display show, tear down and provide a complete fireworks display lasting no less than seven (7) minutes.
2. Shells shall be “racked” and fired from an approved location and by a licensed pyrotechnic company and trained personnel.
3. All fireworks to be included in the presentation are to be premium quality 1.3G under UN 0335. No consumer grade fireworks are to be used.
4. The firework display should comprise a combination of 1.5 inch to 4 inch shells that meets the approval of the City of Mount Dora’s Fire Marshall. The breakdown of each section of the display shall be as follows:
5. Total Display Shells

600: 1 inch - 2.5 inch Premium single shot and multi shot cake effects
380: 3 inch Premium Fireworks Shells -variety of effects
120: 4 inch Premium Fireworks Shells -variety of effects
TOTAL SHELL COUNT: 1100

ATTACHMENT #1

Exhibit "B" Compensation

	Event Description	Year 1	Year 2	Year 3	Year 4 (Renewal)	Year 5 (Renewal)
1.	"Freedom on the Waterfront" July 3 Annually	\$28,500.00	\$28,500.00	\$28,500.00	\$30,000.00	\$30,000.00
2.	"Light Up Mount Dora" November 26 Annually	\$6,000.00	\$6,000.00	\$6,000.00	\$6,500.00	\$6,500.00
3.	"New Year's Eve Celebration" December 31 Annually	\$7,000.00	\$7,000.00	\$7,000.00	\$7,500.00	\$7,500.00
4.	"Last Call" Last Saturday of July (Annual Alternate Event)	\$7,000.00	\$7,000.00	\$7,000.00	\$7,500.00	\$7,500.00
Subtotals (per year):		\$48,500.00	\$48,500.00	\$48,500.00	\$51,500.00	\$51,500.00
BID GRAND TOTAL (all annual events all years)					\$248,500.00	
5.	Each Additional Event: (Up to Three - Upon City Request Only)	\$6-7K each	\$6-7K each	\$6-7K each	\$6.5K-7.5K each	\$6.5K-7.5K each

Bid Grand Total (written): Two Hundred Forty Eight Thousand Five Hundred Dollars and 00 /100

RESOLUTION NO. 2024-34

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE 2024 NEW YEAR'S EVE BLOCK PARTY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AUTHORIZATION FOR FIREWORKS DISPLAY AND DOCK CLOSURE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the 2024 New Year's Eve Block Party is the tenth annual and is hosted by the City of Mount Dora; and

WHEREAS, the 2024 New Year's Eve Block Party event is scheduled for Tuesday, December 31, 2024; and

WHEREAS, the annual New Year's Eve Block Party in Mount Dora includes a fireworks display; and

WHEREAS, the 2024 New Year's Eve Block Party requires the closing of the Fourth Avenue dock in order to conduct the fireworks display at 12:00 a.m. on January 1, 2025; and

WHEREAS, in accordance with Section 22.48, City of Mount Dora Code of Ordinances, the Fire Chief has approved the time, place and manner of the 2024 New Year's Eve Block Party fireworks display; and

WHEREAS, Section 22.48, City of Mount Dora Code of Ordinances, requires City Council approval for fireworks displays to be conducted in the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:

SECTION 1. Legislative Findings and Intent. The City of Mount Dora has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Authorization for Fireworks Display and Dock Closure. The City Council hereby authorizes the 2024 New Year's Eve Block Party fireworks display and the closure of the Fourth Avenue Dock in order for the fireworks to be launched safely.

SECTION 3. Implementation of Administrative Actions. The City Manager is hereby authorized and directed to take such actions as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the fireworks display and closure of the Fourth Avenue Dock, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 6. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 8. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 1st day of October, 2024.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

JEANANN HAND
CITY CLERK

Approved as to form and legality.

Patrick Brackins, City Attorney



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

DATE: October 1, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of **Resolution No. 2024-36**, Amendment to Purchasing Authority Policy

Introduction:

Request adoption of Resolution No. 2024-36, approving the amendment to the Purchasing Policy.

Discussion:

Pursuant to the Charter of the City of Mount Dora and Chapters 119, 218, and 287, Florida Statutes, the City Council adopted the current Purchasing Policy Manual on October 5, 2021, per Resolution No. 2021-107.

This Manual applies to the procurement of supplies, services, and construction. The policies apply to all expenditures of public funds by the City, irrespective of the source. When the procurement involves the expenditure of grant funds, the procurement shall be conducted in accordance with any applicable mandatory laws and regulations of the granting agency, whether or not they are reflected in the applicable mandatory laws and regulations of the granting agency, whether or not they are reflected in the applicable ordinances or Manual. Nothing in this Manual shall prevent any public agency from complying with the terms and conditions of any grant, gift, or bequest which are otherwise consistent with law.

This Purchasing Policy Manual revision includes the following change:

- The City Manager's threshold limit is changed from \$50,000 to \$100,000 across all sections of the policy.

Florida State Statute Chapter 255.065 establishes the mechanism which enables the City of Mount Dora to adopt and utilize an innovative procurement process.

The table below provides the range of purchase order amounts during FY 21-22, 22-23, and 23-

24.

**PURCHASE ORDERS AND TOTAL NUMBER
FY 21-22, FY 22-23, and FY 23-24**

<u>P.O. Range</u>	<u>Number of PO's Issued</u>
\$5,000 – \$49,000	706
\$50,000 – \$74,000	57
\$75,000 – \$99,000	29
\$100,000 and over	100

Budget Impact:

Budget personnel is in the chain of approvals for all purchases over \$5,000, this limit change will have no impact on budget.

Strategic Impact:

GOAL 3: Fiscal Resources. Financial and Economic Sustainability.

Recommendation:

City Council to approve Resolution No. 2024-36, Amendment 36 to Purchasing Authority Policy.

Attachment(s):

1. Attachment 1 Survey of Purchasing Authority (Informational)
2. Resolution 2024-36 Revisions to Purchasing Policy

Prepared by: Jeanann Hand, City Clerk
Reviewed by: Matthew Dodson, Budget Officer
Rita Meade, Finance Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 8/29/2024
Approved - 8/29/2024
Approved - 9/26/2024
Approved - 9/26/2024
Final Approval - 9/26/2024



ATTACHMENT #1

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

Sampling of City Manager Purchasing Thresholds

City	CM Purchasing Threshold	Population	Annual Budget	Sq. Miles
Altamonte Springs	50k	47,420	136 million	9.5
Apopka	50k	44,462	166 million	35.97
Bartow	100k	47,420	94 million	52.34
Belleair	5k	4,407	4 million	2.54
Bonita Springs	20k	56,370	50 million	46.51
Callaway	10k	13,391	54 million	9.54
Cocoa Beach	75k	11,341	169 million	15
Crescent City	1k	1,676	17 million	2
Crestview	100k	22,099	74 million	17.27
Dunnellon	5k	1,976	3 million	9.11
Eustis	50k	23,961	98 million	13
Fort Myers	100k	66,167	151 million	49.04
Ft. Walton Beach	50k	20,998	63 million	7.72
Green Acres	35k	43,795	64 million	5.79
Groveland	250k	22,374	156 million	27.46
Hollywood	100k	152,650	759 million	30
Lady Lake	20k	16,661	39 million	9.3
Leesburg	50K Gen. Fund/ 75k Proprietary	29,178	218 million	24.5
Miami Springs	20k	13,416	32 million	2.9
Mount Dora	50k	17,160	218 million	5.7
Oakland Park	25k	43,824	142 million	8.1
Tallahassee	250k	201,731	262 million	98.2
Tamarac	65k	71,912	254 million	12
Tavares	50k	20,372	25 million	7.5
Vero Beach	100k	17,096	32.4 million	13.4
Wilton Manors	30k	11,342	23 million	1.94
Winter Park	75k	29,816	208 million	10
Winter Springs	50k	38,705	73 million	14.99
Zephyrhills	50k	19,285	106 million	9.61

Information gathered from the Florida Office of Economic & Demographic Research, the Florida League of Cities, and data provided by staff representing subject cities.

10/01/2024

RESOLUTION NO. 2024-36

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO REVISIONS TO THE CITY OF MOUNT DORA'S PURCHASING POLICY MANUAL; INCREASING THE CITY MANAGER'S PURCHASING AUTHORITY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora adopts and maintains various policies to ensure the most efficient and effective performance of its City Departments consistent with general law; and

WHEREAS, pursuant to Resolution 2021-07, the City Council of the City of Mount Dora adopted its current Purchasing Policy; and

WHEREAS, from time to time, it is necessary for the City to amend, revise, and/or amend certain of its policies in order to better express the vision of the City and the efficiency of its operations; and

WHEREAS, Section 3.2-2 of the current Purchasing Policy provides the City Manager or designee the authority to award and execute purchase orders or contracts for services not to exceed \$50,000.00 without approval from the City Council; and

WHEREAS, the City Council finds that changing economic circumstances and the increase in the prices of goods and services locally and throughout the country warrants increasing the City Manager's purchasing authority; and

WHEREAS, the City Council has determined that it is in its best interest to increase the City Manager's purchasing authority to \$100,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:

***** Underlined text below indicates additions to the Purchasing Policy and strikethroughs represent deletions to the Purchasing Policy *****

SECTION 1. Legislative Findings Adopted. The above recitals are hereby adopted and incorporated as the legislative findings by the City Council of the City of Mount Dora.

SECTION 2. Amendment to Section 3.2-2 of the Purchasing Policy. Section 3.2-2 of the Purchasing Policy is amended as follows:

The City Manager or designee shall have the authority to award and execute purchases of goods and services not to exceed ~~\$50,000~~

\$100,000 including task authorizations, change orders and amendments. All purchases of goods and services, in excess of ~~\$50,000~~ \$100,000, and amendments which cause an increase in excess of ~~\$50,000~~ \$100,000, shall be awarded by the City Council, except as otherwise provided in this section.

The City Manager or designee shall have the authority to approve and execute all change orders and amendments and to approve price escalation/de-escalation changes, according to terms of the particular contract provided that an escalation change does not exceed 10% of the total price, including change orders, not to exceed ~~\$50,000~~ \$100,000 in total cumulative changes based on the original contract/purchase order amount. Any amendments to contracts which cause an increase in excess of ~~\$50,000~~ \$100,000, must be approved by City Council.

SECTION 3. Implementing Actions. The City Manager, City Attorney, and City Clerk are hereby authorized and directed to take such actions as they may deem necessary and appropriate in order to implement the provisions of this Resolution.

SECTION 4. Savings. All prior actions of the City Council, and any and all associated or related matters, are hereby ratified and affirmed.

SECTION 5. Conflicts. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 6. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk or City Attorney may be corrected.

SECTION 7. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 8. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 1st day of October 2024.

CRISSY STILE
Mayor

ATTEST:

Jeanann Hand, City Clerk

For the use and reliance of City of Mount Dora only.
Approved as to form and legality.

Patrick Brackins, City Attorney

Resolution No. 2024-36