



# REQUEST FOR QUALIFICATIONS

## RFQ 2025-142 ENGINEERING SERVICES FOR SOUTH WATER RECLAMATION FACILITY (WRF) EXPANSION AND IMPROVEMENTS

ENGLEWOOD WATER DISTRICT



**RFQ 2025-142**  
**ENGINEERING SERVICES FOR SOUTH WATER RECLAMATION FACILITY (WRF)**  
**EXPANSION AND IMPROVEMENTS**

**LEGAL NOTICE**

The Englewood Water District is requesting responses from qualified firms for professional engineering services in reference to the RFQ listed above, in accordance with the provisions of the Consultants Competitive Negotiations Act (CCNA), Florida Statute 287.055.

There will be a non-mandatory pre-submittal meeting for this solicitation to be held at the South WRF at 140 Telman Rd., Rotonda, FL 33947 at 9:00 a.m., September 23, 2025.

Requests for additional information or clarification must be submitted in writing via email to Bee Ling Wheaton, [bwheaton@englewoodwater.com](mailto:bwheaton@englewoodwater.com). The last day for submitting requests for information is September 30, 2025. No verbal requests will be entertained. Responses will be provided as an addendum and posted on platforms listed below.

Responses must be submitted in a sealed envelope, clearly marked with the name of your firm and the title of the solicitation "RFQ 2025-142 Engineering Services for South Water Reclamation Facility (WRF) Expansion and Improvements" and delivered to the attention of Bee Ling Wheaton, Procurement Department, Englewood Water District, 201 Selma Ave., Englewood, FL 34223. The deadline for submission is 2:15 p.m. on October 9, 2025. All sealed responses will be publicly opened and the names of firms read aloud at 2:30 p.m. on the same day at the District's Board Room. Responses received after the deadline for submission will not be considered for award.

A Selection Committee meeting will be held at 2:30 p.m. on October 30, 2025. The consensus meeting for final ranking to enter into the negotiations phase will be held on November 12, 2025. Meetings will be held at the District's Board Room at 201 Selma Ave., Englewood, FL 34223.

This solicitation and any addenda issued may be viewed and downloaded from DemandStar's website at [www.demandstar.com](http://www.demandstar.com) or at the District's website [www.englewoodwater.com](http://www.englewoodwater.com) in the Purchasing section.

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[www.demandstar.com](http://www.demandstar.com)  
[www.englewoodwater.com](http://www.englewoodwater.com)  
Sarasota Herald Tribune  
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TABLE OF CONTENTS

Legal Notice..... 2

SECTION 1 General Information ..... 4

SECTION 2 General Terms and Conditions..... 6

SECTION 3 Scope of Services ..... 21

SECTION 4 Evaluation of Responses ..... 28

SECTION 5 Rules, Instructions and Forms ..... 33

SECTION 6 Sample Agreement ..... 57

SECTION 7 FEMA Provisions ..... 73

SECTION 8 Federal Contracting Clauses..... 82

## SECTION 1: GENERAL INFORMATION

### 1.1 Background:

The existing South Water Reclamation Facility (WRF) is a wastewater treatment facility that utilizes the extended aeration process with effluent filtration. The South WRF is located in Charlotte County at 140 Telman Rd., Rotonda, FL 33947. The South WRF operates under FDEP Permit No. FLA014126. It has a current permitted capacity of 3.40 MGD AADF.

The facility consists of a new headworks, which includes mechanical screening, grit removal, and an odor control system, four steel circular package plants, three filter systems, a disinfection system, a sludge dewatering system, and onsite storage systems.

Plants 1 and 2 each have one 300,000-gallon surge tank, one 600,000-gallon aeration tank, one 53.5-foot diameter clarifier, and one 200,000-gallon aerobic sludge digester tank. Plant 3 has one 300,000-gallon surge tank, one 1.0-milliongallon (MG) aeration tank, and one 60-foot diameter clarifier. Plant 4 has one 360,000-gallon surge tank, one 1.2-MG aeration tank, and one 71-foot diameter clarifier. Waste-activated sludge from Plants 3 and 4 are sent to the sludge holding tanks of Plants 1 and 2.

Filtration occurs in two 322-sq.ft. disk filter units and one 695-sq.ft. disk filter unit. The filters are in parallel. The disinfection system consists of 37,500-gallon chlorine contact tank that is split into two parallel chambers and a chlorine gas feed system.

The sludge dewatering system consists of two centrifuges and a liquid polymer feed system.

On-site storage consists of two lined reject storage ponds (volumes 1.2-MG and 4.0-MG), one 3.6-MG reclaimed water storage pond, one 1.0-MG reclaimed water storage tank, and one 1.50 MGD aquifer storage and recovery (ASR) well. Underground Injection (UIC) is well rated for 2.94 MGD AADF and Land Application R-001 for 4.2 MGD AADF.

A Sewer Masterplan that was completed in June of 2021, indicated that the District could have as many as 24,000 new customers within the next 20 years. To serve these customers, the District must expand its wastewater collection/processing infrastructure. Multiple options were evaluated including rehabilitating and expanding our existing South WRF, constructing a new North WRF, and a hybrid approach that would have two plants, one in the north and one in the south. At the time, consultants estimated that the option with two plants was the most cost-effective approach. However, during a recent update to the sewer plant construction estimates, the population growth estimates revealed that the required treatment capacity of the plants was not as high as previously calculated. Based on these updated flows, it is not believed to be as advantageous to operate two separate wastewater facilities due to O&M costs and staffing. The District has decided to concentrate its efforts on rehabilitating and expanding our existing South WRF.

Over the past few years, the facility has sustained significant damage due to hurricanes. The most notable was during Hurricane Ian. The electrical feed from FPL was down and the existing generator was damaged during the storm, leaving the plant inoperable at that time until a temporary generator was provided, later being replaced by new larger generator. The facility is in need of critical hardening of various components such as main breaker, automatic transfer switches (ATS), and motor control centers (MCC). The District has secured grant funding through FDEP for the hardening of the electrical system. This project will be a priority once a consultant has been selected.

As a whole, the main components of the existing facility are nearing its life expectancy, and the economic benefit to repair vs replace has the District looking at what the viable options are and new technology available.

The Englewood Water District (District) is requesting sealed responses from qualified and experienced professional engineering firms to provide professional services related to all public utility aspects for wastewater and reclaimed water, in accordance with the scope of services described in the solicitation.

It is the intent of the district to enter into a contract with one (1) firm, in accordance with Florida Statute 287.055, whose submitted response illustrate the highest level of knowledge, experience and ability to perform the scope of services.

**PROCUREMENT SCHEDULE:**

The following is the anticipated schedule for the Solicitation. All dates and times up to and including the Due Date may be changed through the issuance of a written addendum to the solicitation. All times are Eastern Time (ET).

<b>ITEM</b>	<b>EVENT</b>	<b>DATE</b>
1.	RFQ Package Published	September 9 (Tue), 2025
2.	Non-Mandatory Pre-Submittal Meeting	September 23 (Tue), 2025 at 9:00 a.m.
3.	Deadline for Receipt of Questions	September 30 (Tue), 2025
4.	Due Date for RFQ Submittals	October 9 (Thu), 2025 by 2:15 p.m.
5.	Selection Committee Meeting (Open to Public)	October 30 (Thu), 2025 at 2:00 p.m.
6.	Shortlist Interviews (Exempt Public Meeting)	November 12 (Wed), 2025, in the a.m., time TBD.
7.	Consensus Ranking (Open to Public)	November 12 (Wed), 2025, in the p.m., time TBD.
8.	Board Approval of Contract	December 11 (Thu), 2025

## SECTION 2: GENERAL TERMS AND CONDITIONS

### 2.1 Definitions:

- i) Respondent: A person or firm submitting a response to this Request for Qualifications.
- ii) Consultant: A successful Respondent that is awarded a contract to provide goods or services to the District.
- iii) Contract or Agreement: The Request for Qualifications, all addenda issued, all affidavits, the signed agreement, all related documents that comprise the totality of the contract or agreement between the District and the Respondent.
- iv) Responsible: Refers to a Respondent that has the capability in all respects to perform in full, the contract requirements, as stated in the Request for Qualifications, and the integrity and reliability that will assure good-faith performance.
- v) Responsive: Refers to a Respondent whose submittal conforms in all material aspects to the terms and conditions included in the Request for Qualifications.
- vi) Specifications: The term “specifications” shall mean any technical requirements specified in this Request for Qualifications or any addendum or other document issued specifying technical requirements of the Work/Service.
- vii) Subconsultant/Subcontractor: The term “Subconsultant” or “Subcontractor” shall refer to any person, firm, entity, or organization, other than the employees of the successful Respondent, who contract with the successful Respondent to furnish labor, or labor and materials, in connection with the Work or Services to the District, whether directly or indirectly on behalf of the successful Respondent.

**2.2 Intent:** The Englewood Water District (The District) is requesting sealed responses from qualified and experienced professional engineering firms to provide professional services related to all public utility aspects for wastewater and reclaimed water, in accordance with the Scope of Services described in the solicitation.

It is the intent of the District to enter into a contract with one (1) firm, in accordance with Florida Statute 287.055, whose submitted response illustrate the highest level of knowledge, experience and ability to perform the Scope of Services.

**2.3 Term of Contract:** The District anticipates entering into a five (5) year contract with one (1) firm, with an option of a two (2) year renewal at the same terms and conditions.

A sample agreement for services is included for review, in SECTION 6.

A response does not constitute an agreement or a contract with the Respondent. The District’s Board of Supervisors will need to approve the final draft of the contract with the successful Respondent. A response is not binding until there is a signed agreement by both Parties.

**2.4 Price Adjustment Clause:** The pricing established under this contract shall remain firm for the first two (2) years of the contract. Thereafter, the Consultant may request a price adjustment in writing, along with supporting ECI data, no less than twelve (12) months after the last price increase and only once per contract year based on changes in the Employment Cost Index (ECI). The industry-specific ECI used will be *‘Compensation (not seasonally adjusted): Employment Cost Index for total compensation, for private industry workers, by occupational group and industry.’* Occupational group and industry are *‘Professional and business services – Professional, scientific, and technical services’* as published by the U.S. Bureau of Labor Statistics (BLS).

#### i) Calculation Method

The percentage increase or decrease shall be calculated based on the 12 months, ending in the most recent published ECI data available at the time of the request.

The adjustment formula is as follows:

New Price = Current Price x (1+ ((ECI Current period – ECI Previous Period)/ECI Previous period))

ECI values shall be obtained from the U.S. Bureau of Labor Statistics (BLS) website at <https://www.bls.gov/news.release/eci.t05.htm>.

Maximum Allowable Adjustment: Any price adjustment should not exceed 5% per contract year, regardless of the ECI increase. If the ECI decreases, the District reserves the right to negotiate a price reduction.

**2.5 Method Of Award:** The District intends to negotiate and award a Professional Services Agreement as a result of this RFQ. The negotiation and contract award process will be completed in accordance with Florida Statute 287.055 governing the solicitation and selection of firms for professional services.

The District reserves the right to reject any and all Responses, to waive irregularities or technicalities, according to its best interests. Any sole response received for any discipline may or may not be rejected by the District, depending on available competition or the timely needs of the District. The District shall be the sole judge of the Response and the resulting agreement, and its decision shall be final.

**2.6 Development Costs:** Any expenses incurred in conjunction with the preparation of the response to this Request for Qualifications (RFQ) will be the sole responsibility of the Respondent.

**2.7 Request for Information/Clarification:** Verbal inquiries will not be accepted. Please email inquiries regarding this RFQ to Bee Ling Wheaton, Procurement Manager, [bwheaton@englewoodwater.com](mailto:bwheaton@englewoodwater.com) by **September 30, 2025**.

Responses to inquiries, or any supplemental instructions will be issued in the form of written addenda. All written addenda will be posted on [www.demandstar.com](http://www.demandstar.com) and the District's website [www.englewoodwater.com](http://www.englewoodwater.com) in the Purchasing section.

**2.8 Pre-Submittal Meeting:** A non-mandatory pre-submittal meeting will be held at the South WRF located at 140 Telman Rd, Rotonda, FL 33947 on September 23, 2025, at 9:00 am ET for any firm who is interested in visiting the water reclamation facility. This will be the only time at which the firms may tour the facility.

**2.9 Preparation of Responses:**

- i) The Response submittal forms specify requirements of the services to be performed or items to be purchased and must be completed and submitted with the Response. Use of any other forms will result in the rejection of the Response. The Response submittal forms must be legible. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Response to be rejected.
- ii) The Response must be signed by an authorized agent of the Respondent's firm. Failure to sign the Signature Page of the Response may render the Response non-responsive.
- iii) If applicable, when there is a discrepancy between unit prices and any extended prices, the unit prices will prevail.
- iv) The Respondent may list clarifications, any and all variations from and exceptions to the requirements of the solicitation and contract in the Response Submittal Signature Form. Taking exception to the General Terms and Conditions may result in your Response being deemed non-responsive and disqualified.

**2.10 Addendum:** The District may issue an addendum in response to any inquiry received, prior to the due date for Responses, which changes, adds, or clarifies the terms, provisions, or requirements of the Solicitation. The Respondent should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the Solicitation document or in the addenda issued. Where there appears to be a conflict between the Solicitation and any addenda, the last addendum issued shall prevail. The Respondent is solely responsible for ensuring receipt of all addenda and any accompanying documentation. The Respondent is required to acknowledge any and all addenda issued on the Response Submittal Signature Form, together with its Response.

**2.11 Change of Response:** Prior to the scheduled due date for Responses, a Respondent may change its Response by submitting a new Response (as indicated on the cover page), with a letter on the firm's letterhead, signed by an authorized agent stating that the new Response replaces the original Response. The new submittal shall contain the letter and all information as required for submitting the original Response. No changes to a Response will be accepted after Responses have been opened.

**2.12 Response Submission and Opening of Responses:** Sealed Responses shall be delivered no later than **2:15 p.m. ET, October 9, 2025**, to the following address:

**Englewood Water District**  
Bee Ling Wheaton, Procurement Manager  
201 Selma Avenue, Englewood, FL 34223

All Responses should be clearly marked as **RFQ 2025-142 ENGINEERING SERVICES FOR South Water Reclamation Facility (WRF) Expansion and Improvements, with the name of the Respondent's firm**, on the outside.

Sealed responses will be publicly opened, and read aloud, on the same day, shortly after the Response submission deadline at the Englewood Water District Board Room. Only names of Respondents will be read at this time.

Responses received past the deadline will not be considered for award and may be returned at the request and expense of the Respondent, within seven (7) days after the opening of Responses. Otherwise, they will be discarded. It is the Respondent's sole responsibility to ensure timely delivery by the due date, time and place listed in this RFQ. No exceptions will be made due to weather, carrier, traffic, illness, or other issues.

Respondents may withdraw their responses by written notification to the District at any time before the due date of the RFQ. After submittals have been opened, the Respondent may make a request in writing to the District to not be considered for award.

The Florida Public Records Act, §119.071(1)(b), exempts sealed Responses from inspection and copying until such time as the District provides notice of an intended decision pursuant to §120.57(3)(a), or until 30 days after opening of the Responses, whichever is earlier. This exemption is not waived by the public opening of the Responses.

**2.13 Discussions/Interviews/Presentations:** The Selection Committee will conduct discussions/interviews/presentations with the shortlisted firms regarding their qualifications, approach to the project, and ability to furnish the required services. The District will not be liable for any costs incurred by the Respondents in connection with such discussions/interviews/presentations. The discussions/presentations/interviews will be closed to the public per Chapter 286 of the Florida Statutes.

**2.14 Noticing of Exempt Public Meetings – Firm Discussions/Interviews/Presentations:**

Under Florida Statute 286.0113, which governs exempt public meetings, there is no requirement that such meetings be publicly noticed in the same way as regular public meetings under the Sunshine Law.

**2.15 Selection Committee Meeting:** All selection committee meetings will be public, except for discussions, interviews or presentations previously mentioned in section 2.13.

**2.16 Cancellation of Solicitation:** The District reserves the right to cancel, in whole, or in part, any Requests for Qualifications, if it is in the best interests of the District.

**2.17 Reserved Rights:** The District reserves the right to accept or reject any and all submissions, to accept all or any part of the submission, the waive irregularities and technicalities, and to request resubmission, for whatever reason, if it is deemed in the best interests of the District.



The District in its sole discretion, may expand the scope of work to include additional requirements. The District also reserves the right to investigate, as it deems necessary, to determine the ability of any Respondent to perform the work or services requested. The Respondents upon request shall provide information the District deems necessary in order to make a determination.

**2.18 Contract Extension:** The District reserves the right to extend the contract, at the same terms and conditions as the last extension, for a maximum period not to exceed six (6) months, to allow for continuation of service and supplies while a new RFQ is being solicited, evaluated and eventually awarded.

**2.19 Cancellation/Termination:** The District shall have the right to unilaterally cancel, terminate or suspend the contract, in whole or in part, with or without cause, by providing the successful Respondent with thirty (30) days written notice by e-mail, fax, or certified mail.

**2.20 Fiscal Non-Funding Clause:** Funding for any successive fiscal years is contingent upon appropriation of funds by the District. In the event that funding is unavailable, or not appropriated, the District reserves the right to terminate this contract. The contract will terminate on the last day of the current fiscal year without penalty, or expense to the District.

**2.21 Payments:** Upon receipt and approval of the Consultant's invoices, after verification that services/goods have been rendered per terms of the Contract, the District shall pay the Consultant in accordance with the Local Government Prompt Payment Act (F.S.218.74). The Consultant must submit an invoice for payment to the District for those specific tasks that were completed during that invoicing period. For those specific services that were partially completed, progress payments shall be paid in proportion to the percentage of completed work on those specific services approved in writing by the District. Invoices must be in a form acceptable to the District for payment.

The invoice shall contain the following basic information: the selected Respondent's name and address, invoice number, date of invoice, description of the service, the contract number and purchase order number.

The date of invoices shall not exceed thirty (30) calendar days from the performance of the work. Under no circumstances shall the invoice be submitted in advance of the performance of the work.

**2.22 Taxes:** The District is exempt from the payment of Federal and State taxes, including sales tax. The Consultant shall be responsible for any local, state, or federal tax, associated with the work arising from this RFQ.

**2.23 Insurance Requirements:**

i) CONSULTANT and all sub-consultants and/or all sub-contractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance at the same levels specified in this agreement, against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontractors.

Before performing any work, CONSULTANT shall procure and maintain, during the life of the Agreement, the insurances listed below, unless otherwise specified. The policies of insurance shall be primary and written on forms acceptable to the DISTRICT and placed with insurance carriers approved and licensed by the Insurance Department of the State of Florida and meet a minimum financial AM Best and Company rating of no less than "Excellent." No changes are to be made to these specifications without the Administrator or designee's prior written approval. The DISTRICT may alter the amounts or types of insurance policies required by this Agreement upon agreement with CONSULTANT.

All policies except for the Workers Compensation and Professional Liability shall name Englewood Water District as Additional Insured.

- a. Workers' Compensation and Employers' Liability Insurance: In accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$100,000 for each accident, not less than \$100,00 for each disease, and not less than \$500,000 aggregate. Coverage is to apply for all employees in the statutory limits in compliance with the applicable state and federal laws. Proof of current Worker's Compensation coverage or Worker's Compensation exemption (notarized affidavit).
- b. Professional Liability Insurance: Minimum \$1,000,000 per occurrence for this project, and with a \$1,000,000 policy term general aggregate. Coverage shall be extended beyond the policy year term either by a supplemental extended reporting period (ERP) with as great of duration as available, with no less coverage and reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made. The DISTRICT prefers all Professional Liability Insurance be written on an Occurrence Form; however, in the event that the professional liability insurance required by this Agreement is written on a claims-made basis, CONSULTANT warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained for a period of two (2) years or an extended reporting period (ERP) with tail coverage will be obtained and maintained for a period of two (2) years beginning at the time work under this Agreement is completed.
- c. Comprehensive Commercial General Liability Insurance: (Occurrence Form CG 00 01): The CONSULTANT shall procure and maintain and require all sub-contractors to procure and maintain during the life of this Agreement, a comprehensive general liability policy, including but not limited to bodily injury, property damage, contractual liability, and Explosion, Collapse and Underground (XCU) coverage. The general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- The policy must include comprehensive general liability with a limit of \$1,000,000 for general aggregate; \$1,000,000 for each occurrence; \$1,000,000 for products and completed ops; \$100,000 for damage to rented premises; and \$100,000 for fire damage.
- The policy shall be endorsed to include the following additional insured language: "Englewood Water District, Florida, and its commissioners, officers, employees, agents, and volunteers shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CONSULTANT."
- d. Business Automobile Liability: The CONSULTANT shall procure and maintain and require all sub-consultants/sub-contractors to procure and maintain during the life of this Agreement, business automobile liability insurance including on all owned, hired, and non-owned automobiles. Automobile liability insurance must be written on a standard ISO form (CA 00 01) covering any auto (Code 1), or if CONSULTANT has no owned autos, hired (Code 8), and non-owned (Code 9) autos.
- The policy must include automobile liability with a limit of \$1,000,000 for Combined Single Limit (CSL) for each accident; \$1,000,000 for bodily Injury (per person); \$1,000,000 for bodily Injury (per accident); and \$1,000,000 for property damage (per accident).

## ii) General Requirements

All policies except for the Workers Compensation and Professional Liability shall name Englewood Water District as Additional Insured.

Insurance premiums, and any and all deductibles to the required policies are to be the responsibility of the Consultant. The Consultant's insurance is considered primary for any loss regardless of any insurance maintained by the District. The Consultant shall also be responsible for any loss or portion of any loss not covered by any insurance policy.

Before the commencement of any contract work, the Consultant shall submit to Purchasing, Certificates of Insurance with required coverage. These certificates shall provide that the insurances shall not be terminated or expire without

notice, in accordance with policy provisions and the Consultant shall maintain such insurances from the commencement until completion of work under this RFQ.

At its discretion, the District may review, at any time, coverage, form and amount of insurance required.

**iii). Waiver of Subrogation**

All required insurance policies are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or through other means, agree to waive all rights of subrogation against the DISTRICT, its officers, officials, employees and volunteers, and the DISTRICT'S insurance carriers, for losses paid under the terms of these policies that arise from the contractual relationship or work performed by CONSULTANT for the DISTRICT. It is CONSULTANT'S responsibility to notify its insurance company of the waiver of subrogation and request written authorization or the proper endorsement. Additionally, CONSULTANT, its officers, officials, agents, employees, volunteers, and any subcontractors, agree to waive all rights of subrogation against the DISTRICT and its insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions for which the CONSULTANT or its agents may be responsible.

**iv). Policy Form**

a. All policies required by this Agreement, with the exception of Professional Liability and Workers' Compensation, are to be written on an occurrence basis and the Comprehensive Commercial General Liability Insurance shall name the Englewood Water District, Florida, and its Commissioners, officers, agents, employees, and volunteers as additional insured as their interest may appear under this Agreement. Claims Made Policies will be accepted for professional liability and hazardous materials and such other risks as are authorized by the DISTRICT. All Claims made policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, CONSULTANT agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

b. Insurance requirements itemized in this Agreement, and required of CONSULTANT, shall be provided by or in behalf of all subconsultants to cover their operations performed under this Agreement. CONSULTANT shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subconsultants.

c. Each insurance policy required by this Agreement shall:

1. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
2. Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with the policy provisions. CONSULTANT is to notify the DISTRICT'S Purchasing Department by written notice via certified mail, return receipt requested.

d. The DISTRICT shall retain the right to review, at any time, coverage, form, and amount of insurance.

e. The procuring of required policies of insurance shall not be construed to limit CONSULTANT'S liability nor to fulfill the indemnification provisions and requirements of this Agreement. The extent of CONSULTANT'S liability for indemnity of the DISTRICT shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between CONSULTANT and its carrier.

f. CONSULTANT shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the DISTRICT is an insured under the policy. CONSULTANT'S insurance is considered primary for any loss, regardless of any insurance maintained by the DISTRICT. CONSULTANT is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any

loss that is not covered by any available insurance policy.

- g. All certificates of insurance must be on file with and approved by the DISTRICT before commencement of any work under this Agreement. All certificates of insurance required herein must be accompanied by a copy of the additionally insured documents/endorsements (CG 20101185 or combination of CG 2010370704 and CG 20370704). Certificates of insurance evidencing claims made or occurrences form coverage and conditions to this Agreement, as well as the Agreement number and description of work, are to be furnished to the DISTRICT'S Purchasing Office prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the DISTRICT'S Purchasing Department before CONSULTANT will be allowed to commence or continue work. The Certificate of insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.
- h. Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to CONSULTANT'S insurer(s) and the DISTRICT'S Purchasing Department as soon as practicable after notice to the Insured.

**2.24 Indemnity:** The Consultant will be fully liable for the actions of its directors, officers, members, partners or subcontractors, and the employees and agents of each of them, and shall fully indemnify and hold harmless the District, any member of its board of supervisors, employees, agents and assigns from all demands, claims, suits, actions, judgments, damages, fines, fees, taxes, assessments, penalties, losses, expenses, costs of every type and description, and reasonable attorney's fees (at both trial and appellate levels), of any nature or kind whatsoever caused by, or arising out of, or related to the performance or breach of this agreement by the Consultant, its officers, directors, members, partners, or subcontractors, and employees or agents of any of them; provided, however, that the Consultant shall not indemnify for that portion of any loss or damages caused by the negligent act or omission of the District.

To the extent applicable, the Consultant shall fully indemnify and hold harmless, the District, and any member of its board of supervisors, agents, employees and assigns from any demands, claims, suits, actions, judgments, damages, fines, fees, taxes, assessments, penalties, losses, expenses, costs of every type and description, and reasonable attorney's fees (at both trial and appellate levels), arising from, or relating to, violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to the misuse or modification of the Consultant's products by the District or any member of its board of supervisors, agents, employees, and assigns, or to the operation or use of the Consultant's products by the District, or any member of its board of supervisors, agents, employees, and assigns in a manner not contemplated by the contract.

Nothing in this agreement shall be deemed to affect the rights, privileges and immunities of the District, per Florida Statute 768.28.

**2.25 Conflicts of Interest:** The Florida Code of Ethics regulates the ability of the District to contract with its public officers, employees and their immediate relatives. Respondents shall disclose any such potential conflicts on the Conflict of Interest Form. Respondents are responsible for reviewing Florida Statute 112.313 to determine if any such conflict exists. If a Respondent is in doubt, they shall seek a conflict of interest opinion from the District or their designated representative, prior to submitting their Response.

**2.26 Non-Discrimination:** The District does not discriminate against race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services. According to Florida Statute 287.134(2)(a), "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, Response, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, Response, or reply on a contract to provide any goods or services to a public entity; may not be awarded or perform work as a Contractor, a supplier, subcontractor, or Consultant under any contract with any public entity; and may not transact business with any public entity."

**2.27 Contact Prohibition/Lobbying:** Respondents are instructed not to contact or lobby any member of the District's Board of Supervisors, officers, staff members, or agents, other than the authorized District contact person identified in this Solicitation, regarding this solicitation package, or their submittal package, the District's Intent to Award or Reject (if applicable), at any time before the formal award of this RFQ. Any such contact or action shall be cause for rejection of your submittal.

**2.28 State Registration Requirements:** Any Respondent required by Florida law to register to do business in this state shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617, or 621, Florida Statutes, unless they are exempt. Any partnership submitting a Response in response to this RFQ shall have complied with the applicable provisions of Chapter 620, Florida Statutes. Please submit a copy of the firm's registration with the Response submission.

**2.29 Licenses, Permits and Fees:** The Consultant shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections (if required), and comply with all laws, ordinances required. Damages, penalties and/or fines imposed on the District, as a result of the Respondent's failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the successful Respondent.

**2.30 Subcontracting:** Unless otherwise specified in this RFQ, the successful Respondent shall not subcontract any portion of the work, without the prior written consent of the District. Subcontracting without the prior consent of the District shall constitute a material breach of the agreement and may result in termination of the contract for default. The Consultant shall include all subcontractors as "Insureds" under its policies or shall furnish separate certificates and endorsements for each subcontractor.

**2.31 Responsibilities as Employer:** The employees or if applicable, subcontractors of the Consultant are not employees or agents of the District. The Consultant shall provide competent employees/subcontractors capable of performing the work required. The District may require the Consultant to remove any employee/subcontractors it deems unacceptable.

**2.32 Governing Law and Venue:** This contract and all its transactions shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie either Charlotte County or Sarasota County. Each party hereby waives whatever its respective rights may have been in the selection of the venue.

**2.33 Drug Free Workplace:** The District is a Drug Free Workplace. The attached Drug Free Workplace form should be completed and signed, then returned as part of the RFQ submittal.

**2.34 Public Entity Crimes:** In accordance with Florida Statutes Section 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods/services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Consultant, Supplier, Subconsultant or Consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list." Please complete and submit the Public Entity Crime Information form provided in this solicitation.

**2.35 Scrutinized Companies:**

i) As required by section 287.135(5), Florida Statutes, for contracts of any amount, when submitting a bid, proposal, and prior to entering into a contract with the District, every person or entity shall certify on a form provided by the District, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel.

ii) As required by section 287.135(5), Florida Statutes, for contracts of \$1,000,000.00 or more, when submitting a bid or proposal, and prior to entering into a contract with the District, every person or entity shall certify on a form provided by the District, that all of the following are true:

- a. It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel; and
- b. It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to section 215.473, Florida Statutes; and
- c. It is not engaged in business operations in Cuba or Syria.

iii) Penalty:

- a. If a false certification is submitted or the person or entity has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the person or entity will be in breach of the Contract terms and the District may terminate the contract;
- b. A person or entity that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of the Contract, plus all reasonable attorney's fees and costs, including any costs for investigation that led to the finding of the false certification; and
- c. A person or entity that has been found to have provided a false certification shall be ineligible to bid on any projects with the District for three (3) years after the date the District determined that a false certification has been made.

**2.36 Disclosure Form for Consultant/Engineer/Architect:** The purpose of this disclosure form is to allow the District to identify actual or potential "financial" or "other interests" (as defined in the form) which may adversely affect, or have the appearance of adversely affecting, the District's interest in the award of this contract. The District reserves the right to reject any Response, terminate negotiations, or terminate any subsequent contract deemed to have an unacceptable conflict of interest.

**2.37 Collusion:** By submitting this Response, the Respondent certifies that he/she has not divulged to, discussed or compared his/her Response submission with other Respondents and has not colluded with any other Respondent or parties to this Response whatsoever. Please complete and submit the Non-Collusive Affidavit. The District reserves the right to disqualify responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Consultant.

**2.38 Joint Ventures:** The joint venture must be in place at the time of submittal. Firms who submit a Response as a "joint venture" must clearly indicate in their Response the name of the "joint venture" and the individual participants. All documents must be executed/signed and notarized by all parties involved as participants in the "joint venture". A copy of the formal "joint venture" contract between all parties, indicating their respective roles, responsibilities (e.g. agreement of the joint venture relative to the type of work, the dollar levels of participation and percentage of total fees based on location, where applicable) shall be included with the "joint venture" Response submittal. One firm will take the lead as point of contact and awardee; how you work it out with your partnering firm is up to you. The District contract is with one entity and one check is issued.

**2.39 Sub-Consultants:** A Sub-Consultant is an individual or firm contracted by the Consultant or Consultant's firm to assist in the performance of services required under this RFQ. A Sub-Consultant shall be paid through the Consultant and not paid directly by the District. Sub-Consultants are allowed by the District in the performance of services identified within this RFQ. The Consultant must clearly reflect in its Response the major Sub-Consultant(s) to be utilized in the performance of required services. The District retains the right to accept or reject any Sub-Consultant proposed in the response of successful Consultant(s) or prior to contract execution. Any and all liabilities regarding the use of a Sub-Consultant shall be borne solely by the successful Consultant and insurance for each Sub-Consultant must be

maintained in good standing and approved by the District throughout the duration of the Contract. Neither successful Consultant nor any of its Sub-Consultants are considered to be employees or agents of the District. Failure to list all Sub-Consultants and provide the required information may disqualify any proposed Sub-Consultant from performing work under this RFQ.

Consultants shall include in their responses the requested Sub-Consultant information and include all relevant information required of the Consultant. The Consultant shall provide a list confirming the Sub-Consultant(s) that the successful Consultant needs to utilize in the Contract, if applicable. The list shall include, at a minimum, the name, and location of the place of business for each Sub-Consultant, the services the Sub-Consultant will provide relative to any contract that may result from this RFQ, any applicable licenses, references, ownership and other information required of the Consultant. Sub-Consultant's hourly rates or fees shall be included in the pricing proposal only if the Respondent enters into the Negotiations phase.

**2.40 Prior District Work:** If your firm has prior experience working with the District, **DO NOT assume that this prior work is known to the evaluation committee. All firms are evaluated solely on the information contained in their Response, information obtained from references, interviews, or presentations if requested.** All submittals must be prepared as if the evaluation committee has no knowledge of the firm, their qualifications or past projects. Prior work done for the District may be used as a reference submitted by the Respondent if it is submitted within their Response and similar to the work being requested in this RFQ. The Respondent's prior performance on previous District contracts may be taken into account in evaluating the Response received in response to this solicitation.

**2.41 Minority and Woman-Owned Business Participation:** The District encourages participation by Minority and Woman-Owned Business Enterprises (MWBEs) in response to this RFQ. Although the District does not operate its own MWBE certification program, firms certified as MWBEs by other Florida governmental or public sector agencies with established MWBE certification programs will be considered for evaluation purposes. Respondents should identify any MWBE status and provide documentation of certification from such agencies.

**2.42 Equal Employment Opportunity Clause:** The District, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all Respondents that it will ensure that in any Agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit replies in response to this advertisement and will not be discriminated against on the ground of race, color or national origin in consideration for an award.

**2.43 Use of Information from Other Sources:** The District reserves the right to consider historic information and fact, whether gained from the submitted Response, question and answer sessions, references, or other sources in the evaluation process.

The District reserves the right to conduct investigations as deemed necessary by the District to assist in the evaluation of any Response and to establish the responsibility, qualifications and financial ability of Offerors, subcontractors, suppliers and other persons and organizations to perform and furnish the work in accordance with the documents.

**2.44 Regulations:** Any violation of local, state or federal law in the performance of this contract shall be considered a material breach.

**2.45 Assignment:** The Consultant shall not assign any interest in any Contract resulting from this RFQ and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the District, except that claims for the money due or to become due to the Consultant from the District under any Contract may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the District. Notice of such transfer or assignment due to bankruptcy shall be promptly given to the District.

**2.46 Amendment:** Any amendment, change or addendum to this Contract is only enforceable, when mutually agreed upon, in writing by both parties and made part of the Contract.

**2.47 Discrepancies, Errors and Omissions:** Any discrepancies, errors, or ambiguities in the RFQ or addenda (if any) should be reported in writing to the District's Purchasing representative. Should it be necessary, a written addendum will be incorporated to the RFQ. The District will not be responsible for any oral instructions, clarifications or other communications.

**2.48 Conflicts within the Solicitation:** Where there appears to be a conflict between any of the provisions in this solicitation or any addendum issues, the order of precedence shall be: the last addendum issued, Response Forms, Scope of Services, then the General Instructions. It is incumbent upon the Respondent to identify such conflicts to Purchasing prior to the deadline for Request for Information/Clarification.

**2.49 Force Majeure:** The District and the successful Respondent are excused from performance of their responsive obligations under the contract, when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

- i) The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely report with respect thereto during the period of the force majeure;
- ii) The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure;
- iii) No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure; and
- iv) The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the District may excuse performance for a longer term. Economic hardship of the successful Respondent shall not constitute a force majeure. The term of the contract shall be extended by a period equal to the duration which either party's performance is suspended under this section.

**2.50 Dispute Resolution:** All claims, disputes and other matters in question between the parties to this agreement, arising out of or relating to this Contract or the breach thereof, shall be resolved as follows:

- i) To the extent Chapter 558, F.S., is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the mean of section 558.005(1), F.S.
- ii) In the event of a dispute or claim arising out of this Contract, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in either Charlotte or Sarasota County, Florida, with the parties sharing equally in the cost of such mediation.
- iii) In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set for the below.
- iv) Any dispute, action or proceeding arising out of or related to this Contract will be exclusively commenced in the state courts of either Charlotte County or Sarasota County, Florida, or where subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non convenience.



- v) The parties agree to waive all rights to trial by jury for any litigation undertaken concerning this Contract.
- vi) This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- vii) Unless otherwise agreed in writing, the Consultant shall be required to continue its services and all other obligations under this Contract during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

**2.51 Public Inspection:** Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119. A time-limited exemption from public inspection is provided for the contents of any replies pursuant to Florida Statutes, Section 119.071(1)(b). Once that exemption expires, all contents of a reply become subject to public inspection unless another exemption applies.

**2.52 Sunshine Law Exemptions:** The exemption under Florida Statutes 286.0113 provides that for all "competitive solicitations:"

- i) Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation;
- ii) Any portion of a meeting at which a vendor makes an oral presentation as part of a competitive solicitation;
- iii) Any portion of a meeting at which a vendor answers questions as part of a competitive solicitation, or
- iv) Any portion of a team meeting at which negotiation strategies are discussed is exempt from Florida Statutes 286.0113 and s. 24(b), Art. 1 of the State Constitution.

The statute requires that an exempt meeting will be recorded and transcribed. The recording, transcripts, and any records presented at the meeting are also exempt from public records disclosure until thirty (30) days after opening of the bids, proposals, or replies, or notice of an intended decision, whichever is earlier. The exemption does not apply to the evaluation/ranking portion of a Selection Committee meeting, the approval of a Respondent to negotiate with, or the approval of the final Contract.

If the District rejects all bids, proposals, or replies and concurrently provides notice of its intent to reissue a competitive solicitation, the recording and any records presented at the exempt meeting remain exempt from Florida Statutes, s.119.07(1) and s.24(a), Art. 1 of the State Constitution until such time as the District provides notice of an intended decision concerning the reissued competitive solicitation or until the District withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial District notice rejecting all bids, proposals or replies.

**2.53 Retention of Public Records:** The Consultant shall keep and maintain public records and fully comply with Florida Statutes 119.0701. The timeframes and classification for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (Refer to <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).

If requested, the Consultant must provide the District, at no additional cost, a copy of the requested records, or allow the records to be inspected or copied within a reasonable time.

**2.54 Proprietary/Confidential Information:** Respondents are hereby notified that all information submitted as part of, or in support of Response submittals will be available for public inspection after the opening of Responses in compliance with Chapter 119 of the Florida Statutes. The Respondent shall not submit any information in response to this solicitation that the Respondent considers a trade secret, proprietary, or confidential. The submission of any information to the District in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret, or other protection that would otherwise be available to the Respondent. In the event that the Respondent

submits information to the District in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the Response as protected or confidential, the District may, in its discretion, either communicate with the Respondent in writing in an effort to obtain the Respondent's withdrawal of the confidentiality restriction, or endeavor to redact and return that information to the Respondent, and if appropriate evaluate the balance of the Response. The redaction or return of information pursuant to this clause may render a Response non-responsive.

**2.55 Vendor Protest:** The Respondent must submit a notice of protest in writing to the District's Administrator within three (3) business days after the Notice of Intent to Award has been issued. The protest shall contain the name, address, and phone number of the petitioner, the RFQ number and title. The notice of protest shall describe the specific facts and statute upon which the protest of the proposed award is based, and shall include all pertinent documents and evidence. Protesters may not challenge the relative weight of evaluation criteria or formula for assigning points. Only a Respondent whose Response was submitted in time and fully complies with all terms and conditions of the RFQ may protest an award. Upon receipt of a formal written protest, the District may stop award proceedings until resolution of the protest. However, the award proceedings shall not be stopped if the Administrator decides that the award must continue without delay to avoid an immediate and serious danger to public health, safety or welfare, or to comply with required regulations.

A protest shall be reviewed and evaluated administratively and a decision in writing shall be forwarded to the protesting firm. The decision of the Administrator shall be final. Any and all costs incurred by a protesting party associated with a protest shall be the sole responsibility of the protesting party.

**2.56 Non-Exclusivity:** There is no guarantee of certain services, volume of work or quantity of projects. The District reserves the right to utilize professional services from other companies, or perform "in house" services for any purpose it deems appropriate. The District may procure the services of any Consultants at any time, for any project, other than those selected.

**2.57 Fraud and Misrepresentation:** Any individual, corporation, or other entity that attempts to meet contractual obligations with the District through fraud, misrepresentation, or material misstatement, may be debarred for up to three (3) years. The District may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

**2.58 Disqualification:** The District reserves the right to disqualify responses before or after submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Consultant. The District also reserves the right to waive any immaterial defect or informality in any of the responses, to reject any or all Responses in whole, or in part, or to reissue a Request for Qualifications.

**2.59 Severability:** If any part of this contract is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be in applicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

**2.60 E-Verify:** The District, Consultant and every subcontractor shall register with and use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all new employees as required by Section 448.095, Florida Statutes. A Consultant who enters into a contract with a subcontractor, must require that the subcontractor provides the Consultant a certification by affidavit stating that at the time of such certification and during the term of the contract, the subcontractor does not and will not employ, contract, or subcontract with an unauthorized alien, who is not authorized under federal law to be employed in the United States, as described in 8 U.S.C. S. 1324A(H)(3). The Consultant shall comply with all other federal laws pertaining to the subcontractor.

**2.61 Prohibition Against Considering Social, Political or Ideological Interests in Government Contracting – F.S. 287.05701:**

Consultants are hereby notified of the provisions of section 287.05701, Florida Statutes as amended, that the District will not request documentation of or consider a Consultant's social, political or ideological interests when determining if the Consultant is a responsible Consultant. Consultants are further notified that the District may not give preference to a Consultant's social, political, or ideological interests.

**2.62 Foreign Entity of Concern Compliance with Florida Statute 287.138:**

i) As used in this section, the term:

a. "Controlling interest" means possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise. A person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or is entitled to 25 percent or more of its profits is presumed to possess a controlling interest.

b. "Department" means the Department of Management Services.

c. "Foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

d. "Governmental entity" means any state, county, district, authority, or municipal officer, department, division, board, bureau, commission, or other separate unit of government created or established by law including, but not limited to, the Commission on Ethics, the Public Service Commission, the Office of Public Counsel, and any other public or private agency, person, partnership, corporation, or business entity acting on behalf of any public agency.

ii) A governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if:

a. The entity is owned by the government of a foreign country of concern;

b. The government of a foreign country of concern has a controlling interest in the entity; or

c. The entity is organized under the laws of or has its principal place of business in a foreign country of concern.

iii) Beginning July 1, 2025, a governmental entity may not extend or renew a contract with an entity listed in paragraphs ii)(a)-(c) if the contract would give such entity access to an individual's personal identifying information.

iv)(a) Beginning January 1, 2024, a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs ii)(a)-(c).

(b) Beginning July 1, 2025, when an entity extends or renews a contract with a governmental entity which would grant the entity access to an individual's personal identifying information, the entity must provide the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs ii)(a)-(c).

**2.63 Human Trafficking:** Florida Statutes Section 787.06(13) (13) When a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty

of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in this section. For purposes of this subsection, the term “governmental entity” has the same meaning as in s. 287.138(1).

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## SECTION 3: SCOPE OF SERVICES

### 3.1 Background and Description:

Englewood Water District (District) expects that this Request for Qualifications will result in an award of a contract to provide engineering services for the South Water Reclamation Facility (WRF) Upgrade project as required by the District. The Consultant shall perform all of the professional services necessary for a complete project including studies, process flow testing, field testing and sampling, geotechnical explorations, site survey, preliminary design, final design, permitting, construction phase services, and all other services necessary for a complete project for Englewood Water District.

The Consultant shall perform all the services specified in this Agreement in accordance with generally accepted professional standards. The Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, shall conform to and be in compliance with applicable codes, laws, ordinances, regulations and restrictions. The Consultant's services will include, but not be limited to the necessary engineering, records services for design and specifications, services during bidding, construction, as-built drawings, permits, value engineering. Services may include renovations/ additions to existing facilities, asbestos surveys, buildings, special project analysis and studies.

### 3.2 Scope Of Services:

It is the intent of Englewood Water District to select a qualified firm to provide professional services for the preliminary engineering, design, and construction services for the South Water Reclamation Facility (WRF) expansion and improvements project. Each task shall be viewed and billed independently from the other tasks. Tasks may be assigned in smaller portions or may be lumped together for larger projects. The District shall have the option of suspending work on the contract at the end of any task for any reason. Tasks may include, but are not limited to:

#### i) Preliminary Engineering

- Completion of treatment options and life cycle cost analysis for plant expansion alternatives from 3.4 MGD to approximately 4 or 5 MGD and for the most economical path towards full build out.
- Update population and flow projections consistent with past plans/reports as needed.
- Evaluate all components of existing WRF, including electrical systems, treatment systems, equipment, structures, buildings and reclaimed water system for liability purposes, removal and/or inclusion in the expansion project.
- Evaluate viability of Reclaim Storage and various pump stations, both on site and at Holiday Ventures.
- Outline recommendations for the improvement/demolition of the existing WRFs, including treatment systems, equipment, structures, buildings and reclaimed water systems.
- Develop a strategy for the staging of the WRF expansion to meet an interim timeframe of 5 to 10 years.
- Evaluate treatment technologies/options for WRF replacement/expansion.
- Flow equalization should be included for all design considerations.
- AWT should be included for all design considerations.
- Assist the District with zoning modification and related public meetings/hearings, if required.
- Perform environmental studies, archeological investigations, historical investigations, rare and endangered species investigations and other similar requirements as needed including all corrective/mitigation measures to comply with all federal, state and local agency regulations.
- Evaluate energy efficiency options for overall WRF treatment process as well as treatment components.
- Evaluate impacts to existing lift stations and sewer transmission main systems as well as identify improvements necessary for connecting to future facility replacement/expansion site.
- Prepare a strategy for the transition from existing WRF over to the proposed WRF expansion including permitting,

redirection of flows, abandonment/repurposing of existing facility, temporary/interim facilities to handle existing conditions and additional flows due to growth, and equipment as needed during transition.

- Assist the District with preparing a funding plan, identifying funding sources and completing applications for funding.
- Complete preliminary engineering report and basis of design report, and any other reports, forms, and supporting documentation needed to meet all regulatory requirements.
- Present report and supporting documentation to the Board of Supervisors for final review of options and selection of WRF expansion project.
- Obtain/modify/renew FDEP, SWFWMD, local zoning and any other federal state or local permits required.
- Additional services as needed and identified during execution of scope of services.

i) Design, Bid, and Award

- Consider state of the art and best practices consistent with existing District standards, equipment, software and systems.
- Assessment of alignment with current industry standards where appropriate.
- Assessment of alignment with current regulations, at local, state, and federal levels, including building code.
- Obtain/modify/renew FDEP, SWFWMD, local zoning, and any other federal, state, or local permits required.
- Complete design of the South WRF replacement/expansion as per selected option including any temporary/interim facilities needed to address increased flows at the plant.
- Conduct extensive meetings with the District's Operations and Engineering staff to ensure needs are met in relation to any recently completed projects and revise plans and specifications accordingly. Changes that could occur through this process could include:
  - Update in preferred manufacturers
  - Updated instrumentation and control system layout
  - Changes in plant operations
  - Update in traffic patterns
- Complete biddable plans, bid forms, technical specifications, and detailed cost estimate.
- Assist the District during the bidding phase and provide Consultant recommendation.
- Additional services as needed and identified during execution of scope of services.

ii) Construction Engineering, Administration and Inspection (CEI) Services

- Provide construction engineering and inspection services as needed including coordinating construction progress meetings, assisting with value engineering areas of contract modifications, review of shop drawings and submittals, site visit coordination, certification of the facility for FDEP permitting, preparation of record drawings and other duties as determined.
- Provide services for compliance as required by local, state, or federal funding agencies such as Davis Bacon and American Iron and Steel.
- Finalize a detailed operational/maintenance manual and provide training for these facilities.
- Provide necessary technical support and other assistance to District staff during the initial start-up of these facilities.
- Additional services as needed and identified during execution of scope of services.

iii) All Other Work

- Grant/Bonds/Loan Funding – The selected firm shall assist the District in securing funding for this project as well as meeting funding compliance during the construction process including American Iron Steel certification, Davis

Bacon Wage requirements, and/or other provisions, including any additional federal requirements regarding allowed materials that this project may be required to meet. District staff shall be the primary party responsible for submission with the selected firm providing required information for all submittals.

- Public Outreach Program - This project is intended to include various public outreach efforts throughout the entire project to ensure total public understanding and awareness. In particular, this project is a major component of the overall wastewater treatment system which ultimately affects the entire service area. District staff will be the primary party completing these tasks. The selected firm shall provide assistance, comments and recommendations to District staff, meet with the Board of Supervisors as requested, help develop presentation material for the public and attend public meetings as requested.

iv) The Consultant shall be responsible for all engineering functions as defined in this Request for Qualifications. All engineering services shall be performed in accordance with all applicable guidelines, standards, procedures and directives. The above-mentioned tasks will require Engineering Disciplines that include but are not limited to the following:

- Civil
- Structural
- Mechanical
- Electrical/instrumentation
- Environmental
- Industrial
- Geological
- Ecological
- Biological

Other service specialties shall include but are not limited to:

- Architecture
- Landscape architecture
- Remedial investigations
- Toxicity reduction evaluations
- Hydrogeological
- Sewer main design
- Force main design
- Water main design
- Reclaimed water design
- Mapping
- Surveying
- Site planning
- Grant reporting assistance
- Archeological studies/assessments
- Environmental permitting
- Renderings
- Value Engineering
- Land Acquisition Services
- CEI

v) Project Control

The Consultant shall:

- Develop and maintain a project reporting system tracking all critical events, both scheduled and actual, for project, if necessary. Said report shall be submitted to the Project Manager on an as required basis.
- As a minimum, participate in project meetings on an as required basis with the Project Manager to relate current status of overall project schedule; noting exceptions and suggesting actions required to correct schedule exceptions.

vi) Quality Control

The Consultant shall:

- Provide quality assurance and performance tracking of each task; scheduled or actually being performed. Prepare and submit required reports to grants/regulating agencies on an as required basis.
- Ensure delivery schedules and the integrity of the products.
- The Consultant shall be responsible for errors and omissions to the plans and specifications.

vii) Personnel

The Consultant shall provide a full cadre of qualified personnel as necessary to effectively carry out its responsibilities under this Request for Qualifications. The Consultant shall utilize only competent personnel, who are qualified by experience and education, and who are acceptable to the Project Manager. The Consultant shall not make changes in the professional personnel working on activities pursuant to the Contract without the written approval of the District's Project Manager.

**3.3 Minimum Qualifications:** To be eligible to respond to this Solicitation, the Respondent must demonstrate that the firm, has sufficient capabilities, resources and experience to provide the Services under this Solicitation. Any Responses that fails to meet the following minimum qualifications requirements may be noted as "NON-RESPONSIVE". Those qualifications are as follows:

Respondent must be certified to practice professional consulting services for public water and sewer municipalities. Experience must have been demonstrated in systems of similar size and complexity of those in the District. Minimum experience shall be demonstrated in the following:

- i) Professional Engineering Firms shall have an active registration to do business in the State of Florida. Professional Engineering Firms shall be registered in accordance with Florida Statute 471.
- ii) The firm must have a minimum of ten (10) years of experience as a prime design consultant on wastewater utility projects. This experience must be verifiable through past performance references.
- iii) The Proposed Project Manager and/or Lead Engineer must each have a minimum of five (5) years of direct experience in the design and construction of wastewater treatment facilities of a similar size and scope. Their resumes must clearly detail this specific experience.
- iv) At least one key personnel listed in the Response must be a Professional Engineer (PE) practicing in the discipline of water and wastewater facilities and licensed by the State of Florida.
- v) At least one key personnel listed in the Response must be a Professional Engineer (PE) practicing in the discipline of electrical and/or instrumentation engineering and licensed by the State of Florida.
- vi) The selected firm should have experience in the following:

Design, permitting, and construction of wastewater treatment facilities and systems with flows ranging between 2.0 MGD and 10 MGD.

Design, permitting, and construction of deep injection well systems.



Design, permitting, and construction of aquifer storage and recovery well systems in Florida.

Design, permitting, and construction of wastewater force main, master pumping and lift station systems including gravity collection systems.

Preliminary engineering and feasibility investigations (Basis of Design Reports) engineering estimates, value engineering cost analyses, and per design reviews.

Design and construction-phase services including start to finish coordination of the interdisciplinary work of design and construction engineering including: utilities operations input and reviews, complete bid services, contract management services, contract closeout, as-built-drawing certification, final punch lists and follow up throughout warranty period.

Projects utilizing Construction Manager at Risk (CMAR) delivery method as well as the traditional Design-Bid-Build method.

Professional ability to represent the District before a regulatory agency when necessary.

The District reserves the right to visit and inspect firm facilities and locations where Firm is providing professional consulting services in determining its capacity to perform the services contained in this and future requests for qualifications for work assignments.

**3.4 Ordering of Work:** When the District requires professional services, the process will proceed in the following manner:

- i) For each specific Task to be completed, the District will request a proposal from the awarded firm. The request for a proposal will include, but not be limited to, the following:
  - a. Project description;
  - b. General scope of work;
  - c. Goals of project;
  - d. Any special conditions associated with the project;
  - e. Proposed schedule for project; and
  - f. Proposed budget for project.
- ii) The Consultant shall then submit a proposal for the specific project, and include the following information:
  - a. Scope of project and required deliverables;
  - b. Firm's personnel to be used in performing the service;
  - c. Project schedule; and
  - d. Project cost.
- iii) The District reserves the option to negotiate the scope and fees of the project.
- iv) The Consultant shall neither commence any work, nor enter the District's work premise, until the Consultant has received a **fully executed Task Order** and subsequent Purchase Order from the District serving as a written Notice to Proceed ("NTP").

### **3.5 Task Orders:**

Task Orders size may vary. No guarantee is expressed or implied as to the quantity of services, if any, to be procured under this Request for Qualifications by the District.

Any previously issued Task Order will survive the expiration of the awarded agreement.

Consultant acknowledges and agrees that services under this Agreement are to be requested by the District on an as-needed basis only, and no representation or guarantee is made by the District to Consultant that the District will utilize Consultant's services exclusively.

The parties agree that the scope of services for any Task Order is a description of Consultant's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Consultant impractical, illogical, or unconscionable.

Consultant and the District acknowledge that a Scope of Services may not delineate every detail and minor work task required to be performed by Consultant to complete the Project. If, during the course of the performance of the services included in the Task Order, the Consultant determines that work should be performed to complete the Project which is in the Consultant's opinion outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, Consultant shall notify the District in writing in a timely manner before proceeding with the work. If Consultant proceeds with said work without notifying the District, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to the District does not constitute authorization or approval by the District to perform the work. Performance of work by Consultant outside the originally anticipated level of effort without prior written District approval is at Consultant's sole risk.

All deliverables required in the performance of Task Orders shall be submitted in the appropriate electronic media format via USB drives, email, or FTP site. Word processing documents shall be in Word format, spreadsheet data in Excel format, presentations shall be in power point, project schedules shall be in Microsoft Project and all maps, plans, and surveys shall be in suitable CAD, ArcGIS and PDF format for utilization by the District. All deliverables shall become the property of the District upon delivery.

The District, at its sole discretion, may expand the scope of work to include additional requirements.

### **3.6 Invoicing:**

Consultants shall invoice the District for each project or assignment, as negotiated. Each invoice shall identify the invoice number; project or assignment detail; Task Order number and Purchase Order number; the contract price; payments made to date; percentage of completion of the assignment/project/phase and/or employees names, titles, direct labor rates, and multiplier; payment due this invoice; remaining balance due; attached list of approved reimbursables with appropriate receipts. Invoices shall itemize hours, hourly wage, or other unit agreed upon as a measurement of payment during negotiations, if requested. If hourly, invoices shall identify the name and title of the personnel who performed the work.

Invoices shall also include a detailed bullet list of work completed within the period of the invoice. Bullet list of work completed shall clearly identify the work associated with the current billing.

### **3.7 Compensation:**

Compensation to the Consultant shall include the following: all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, and all other costs not indicated as non-reimbursable below.

**No claim** for reimbursement for these expenses shall be made to the District.

- i) Travel related expenses and costs including labor. (Types of travel to be considered during negotiations).
- ii) Four (4) sets of 22" x 34,"signed and sealed permitting plans.
- iii) Computer usage, telephone expenses, fax, copies, printing, and postage.
- iv) Subcontractor mark-up.

A copy of the invoice for each reimbursable expense shall be attached to Consultant's invoice. The District will not

allow a Prime Consultant markups on any services provided by a Sub-Consultant.

**3.8 Change Orders:**

All change orders, including no-cost change orders, to Task Orders, shall be made in writing and require approval by the District's Administrator, at a minimum. Some change orders will require Board approval.

The Consultant shall fully understand that in the event the Consultant begins work on unauthorized changes to scope prior to receiving a signed Change Order by the District's Administrator, they do so at their own expense and risk not being compensated by the District for performing unauthorized work.

**3.9 Schedule:**

An understanding and agreement, by and between the Consultant and the District, that the completion time will be as specified in approved task orders and that all work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof as specified in the Scope of Services.

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## SECTION 4: EVALUATION OF RESPONSES

### 4.1 Evaluation & Award Criteria:

Responses will be evaluated by a Selection Committee comprising of the District's personnel that will evaluate and rank Responses on the criteria listed in this section. All responsive and responsible Responses received will be considered in the evaluation and award process.

Responses shall include all of the information solicited in this RFQ, and any additional data that the Respondent deems pertinent to the understanding and evaluation of the Response.

An award will be made according to Florida Statute 287.055, also known as the Consultants Competitive Negotiation Act (CCNA). Respondents will be ranked according to the evaluation criteria. The District shall be the sole judge as to the merits of the Responses, and the resulting agreement to the most qualified, responsive, and responsible Respondent who fulfills the requirements, and whose evaluation by the District indicates that the award will be in the best interest of the District. The District's decision shall be final.

Responses will be evaluated based on the format and content outlined in this Response. Each evaluation criteria will be given a score between 0-5. That score will then be multiplied by the weighted value of each factor.

The suggested scoring guide is as follows:

- 0 = Information/document provide is not adequate for evaluation
- 1 = Minimal
- 2 = Fair
- 3 = Good
- 4 = Very Good
- 5 = Excellent

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The evaluation criteria are itemized below, with their respective weights for a maximum total of 500 points possible per Selection Committee member.

<b>Evaluation Criteria</b>	<b>Assigned Value (0-5)</b>	<b>Weight</b>	<b>Maximum Possible Score</b>
1.Ability of Professional Personnel <b>(Tab 3)</b> <ul style="list-style-type: none"> <li>● Qualifications and experience of Respondent's key personnel and Sub-Consultants.</li> </ul>	0-5	40	200
2. Respondent's Past Performance & Experience <b>(Tab 4)</b> <ul style="list-style-type: none"> <li>● Relevant project experience of Respondent and Sub-Consultants with projects that indicate proficiency in similar work.</li> </ul>	0-5	20	100
3. Project Approach <b>(Tab 5)</b> <ul style="list-style-type: none"> <li>● Proposed project management techniques and controls.</li> <li>● Programs and technologies to be employed.</li> <li>● Innovation.</li> <li>● Proposed timeline.</li> <li>● Personnel assigned.</li> <li>● Processes and technologies employed to meet time and budget requirements.</li> </ul>	0-5	25	125
4. Location of Respondent's Office <b>(Tab 2)</b> <ul style="list-style-type: none"> <li>● When evaluating location, "local" shall be defined as Charlotte, Sarasota, Lee or Manatee counties.</li> <li>● Location of Sub-Consultants will not be included in this evaluation.</li> </ul>	0 or 5	5	25
5. Local Experience <b>(Tab 4 – please provide additional information about projects in Section H of SF-330).</b> <ul style="list-style-type: none"> <li>● Projects located in Florida with preference of those located within Charlotte, Sarasota, Lee or Manatee counties.</li> <li>● Project demonstrates scope of services that is substantially similar to the scope of services in solicitation.</li> </ul>	0 or 5	5	25
Certified Minority and Woman-Owned Business Enterprise Status	0 or 5	5	25
<b>Evaluation Criteria Total</b>		<b>100</b>	<b>500</b>

Prior to the public Selection Committee meeting, the District may seek written clarification regarding the Respondent's Submittal. Respondent's failure to respond to the request for clarification may deem the Respondent to be non-responsive and may be just cause for rejection.

#### **4.2 Evaluation Process:**

The Designated Procurement Representative will accomplish pre-evaluation tasks to verify compliance with the basic solicitation requirements. This verification will include, but is not limited to, one (1) Review of all stated RFQ requirements and supporting documentation in accordance with the stated response format; and may include Reference Surveys.

Purchasing will provide responsive and responsible solicitation packages to the selection committee, which shall consist of at least 3 members, but not more than 5 members, for their review and consideration.

The selection committee will evaluate the responses based on the criteria indicated within this document. Evaluation will be based on the selection committee's ability to identify and determine the Respondent's qualifications applicable to the scope of services specified in this RFQ. The evaluation criteria indicate weights.

#### **4.3 Ranking Methodology:**

The selection committee members will score responses independently through raw scores which will be converted to ordinal scores by the Purchasing Division.

- i) Raw Scores:
  - a. Selection committee members will score each respondent 0 through 5 (5 being the highest score) on each criteria. Scores may be assigned as whole numbers or fractions in quarter increments, i.e. 1.0, 1.25, 3.75, 4.5, etc.
  - b. The members' score for each evaluation criteria will be multiplied by the criteria weight resulting in a raw score points. The total raw score points obtainable is specified in the Evaluation Criteria table.
  - c. Each total raw point scored will be converted to an ordinal score or ranking.
- ii) Ordinal Scores are determined as the order of preference based on the individual selection committee member's raw scores point totals.
  - a. The highest raw score will receive an ordinal score of 1; the 2<sup>nd</sup> highest raw score will receive an ordinal score of 2, and so on.
  - b. The individual ordinal score for each selection committee member for each respondent will be added together for a total ordinal score.
  - c. The lowest total ordinal score for all selection committee member evaluations will be ranked as #1, second lowest ranked as #2 and so on.
- iii) The selection committee will meet in a public meeting to discuss the responses, scoring, ranking, and any other issues related to the project. Selection committee members have an option to either:
  - a. Adjust their scoring based on the selection committee discussion;
  - b. Re-rank respondents based on the selection committee discussion; or
  - c. Determine a ranking by the consensus of the selection committee.
- iv) Discussion may or may not be conducted with Respondents for clarification purposes.
- v) The selection committee will prepare a "shortlist" of the 3 highest ranked Respondents depending on the number of Respondents and analysis of the final scoring for the Interview phase.

#### 4.4 Tie Breaker:

In the event of a tie in total evaluation points among Respondents, the following tie-breaker procedure shall be used in the order listed until the tie is resolved:

- i) Preference shall be given to the Respondent with the highest score in the “Ability of Key Personnel” evaluation criterion.
- ii) If still tied, preference shall be given to the Respondent with the most relevant experience on comparable projects.
- iii) If still tied, preference shall be given to Respondents that are **certified as a Minority and Woman-Owned Business Enterprise (MWBE)** pursuant to **F.S. 287.0943**.
- iv) If still tied, the District shall resolve the tie by **lot (random selection)** in a noticed public meeting, in compliance with the **Florida Sunshine Law (F.S. 286)**.

#### 4.5 Interview and Final Ranking:

The shortlisted firms will be invited to participate in an interview with the selection committee. The District expects to interview the personnel to be assigned to the project.

Interviews may include, but not be limited to, a presentation from the Respondent and questions from the District. District will make an effort to provide questions to be addressed in these sessions to the respective Respondent(s) prior to the session. Respondents shall address all questions provided in their presentation and made available in handouts and in digital format. Costs incurred by Respondent(s) will not be reimbursed by District. District will make an effort to provide at least seven (7) days notice to Respondent prior to presentation date.

The purpose of the interview is to allow the committee to gain a deeper understanding of each firm's qualifications, verify the information provided in the Respondent's submittal, and evaluate the proposed project team's cohesion and collaborative approach. This session will be used to assess the team's ability to knowledgeably and effectively communicate their response to questions from the committee and demonstrate a comprehensive understanding of any challenges specific to the project. The interviews will not be scored. Instead, the committee will use the interviews to re-evaluate the initial rankings based on the following:

- i) The quality of the presentation provided during the interview;
- ii) The Respondent's response to questions from the committee;
- iii) The Respondent's ability to demonstrate a comprehensive understanding of the project; and
- iv) The perceived working relationship and communication with the District's team.

Following the interviews, the committee will hold a final deliberation. During this session, the members will discuss each firm's performance in the interview, building upon the initial scoring. The committee will come to a consensus on a final ranking. The firms will be re-ranked in order of recommendation, from the most suitable to the least suitable for this project. This final ranking will serve as the basis for entering into contract negotiations, with the most highly-ranked firm being the first to be considered.

#### 4.6 Negotiations:

Upon the commencement of negotiations, the top-ranked Respondent shall submit one original hard copy and one electronic copy on a USB flash drive of its pricing proposal. The top-ranked Respondent will be required to submit a detailed schedule of hourly rates for all personnel classifications, including those of any proposed subconsultants, as well as reimbursable expenses, as part of the negotiation phase. These rates will be used to establish fair and reasonable compensation in accordance with **FS 287.055, Florida Statutes (CCNA)**. No pricing information, including subconsultant

rates, shall be submitted until the negotiation phase begins with the highest-ranked Respondent.

Respondents are requested to provide their most favored pricing terms, including any discounts or preferential rates that are customarily extended to other governmental or public sector clients. The District expects to receive pricing that is equal to or better than that offered to comparable governmental agencies for similar scopes of work.

While not part of the evaluation and ranking of the RFQ process, Respondents are hereby notified that should a Respondent be selected to negotiate a contract with the District, the District will be paying significant attention to cost of services being offered. If the District pursues competitive negotiations with your firm and the District cannot agree on fair, competitive, and reasonable rates, fees, and charges for services required by this RFQ, the District will cease negotiations with your firm. The District will then commence negotiations with the second-ranked firm, and if needed, the third-ranked firm.

The District reserves the right to negotiate the final terms, conditions, and pricing of the contract, as may be in the best interests of the District. No Respondent shall have any rights against the District arising from such negotiations or termination thereof.

Per FS 287.055 (5)(c), should the District not be able to negotiate a satisfactory contract with the selected firms, the District shall select additional firms in the order of their competence and qualification and continue negotiations until an agreement is reached.

#### **4.7 Contract Award:**

All Respondents will be notified in writing when the District makes the award recommendations. The contract resulting from this solicitation will be submitted to the District's Board of Supervisors for final approval.

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## SECTION 5: RULES, INSTRUCTIONS AND FORMS

### 5.1 Rules for Responses:

- i) The Response must name all persons or entities interested in the Responses as principals of the Project Team. The Response must declare that it is made without collusion with any other person or entity submitting a Response pursuant to this RFQ.
- ii) Any questions regarding a project or submittal shall be emailed to Bee Ling Wheaton, Procurement Manager, at [bwheaton@englewoodwater.com](mailto:bwheaton@englewoodwater.com). There shall not be any contact between a Respondent and any member of the District's Staff or any member of the District's Board of Supervisors regarding the project or Response submitted by any Respondent. Any Respondent contacting any member of the District regarding a submitted Response is subject to sanctions up to and including having the District disqualify that firm's submittal.
- iii) The Response Forms shall be used when submitting a Response. Use of any other forms may result in the Respondent's submittal being deemed "Non-Responsive."
- iv) The Response will either be typed or completed legibly (handwritten) in blue ink. The Respondent's authorized agent will sign the Response Forms in blue ink, and all corrections made by the Respondent shall be initialed in ink by the authorized agent. The use of pencil or erasable ink or failure to comply with any of the foregoing may result in the rejection of the Response.
- v) The sealed envelope must contain an original and three (3) copies of the submittal, along with an electronic PDF copy on a USB drive.

### 5.2 Response Format/Requirements:

Each Response should be prepared simply and economically, providing a straightforward and concise description of the Respondent's capabilities regarding the conditions and requirements of the specific work to be performed pursuant to this RFQ. Elaborate bindings, colored displays, and any superfluous promotional material are not desired, and at a level considered unwarranted by assigned evaluators, may serve as evidence of cost inefficiency supportive of a lower rating within any evaluation criteria category. Emphasis in each qualifications package must be on completeness and clarity of content. To expedite the evaluation of qualifications packages, it is mandatory that Respondents follow the format and instructions contained herein. The District retains the prerogative to reject as non-responsive any Response that does not essentially conform to the stated requirements.

Respondents shall include the following information in their written response document and should use the following format when compiling their responses.

**TITLE PAGE:** Title Page shall show the request for qualification's subject, title and solicitation number; the firm's legal name; points of contact information (name, telephone, fax number, cell and E-mail address).

**TABLE OF CONTENTS:** The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

**TAB 1 - TRANSMITTAL LETTER:** Provide a Letter on Interest indicating the type of project(s) for which the firm is applying. The response shall contain a cover letter signed in blue ink by a person who is authorized to commit the firm to perform the work included in the response, and should identify all materials and enclosures being forwarded in response to the RFQ.

**TAB 2 - QUALIFICATIONS OF THE FIRM:** Provide documentation that demonstrates the ability to satisfy all of the minimum qualification requirements. Indicate the firm's number of years of experience in providing the professional services as it relates specifically to the project. Indicate business structure, i.e. Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted. Respondents must submit and complete the current version of **United States Government General Services Administration Standard Form 330** PART I, Sections A, B and C and Standard Form 330 PART II for each branch office of the firm and for each subconsultant listed in PART I, C. Submittals that do not contain such documentation may be deemed as non-responsive.

#### **SF330 PART I – Contract-Specific Qualifications**

##### **Section A. Contract Information**

1. **Title and Location.** Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.
2. **Public Notice Date.** Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.
3. **Solicitation or Project Number.** Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

##### **Section B. Architect-Engineer Point of Contact**

**4-8. Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address.** Provide information for a representative of the prime Consultant or joint venture that the agency can contact for additional information.

##### **Section C. Proposed Team**

**9-11. Firm Name, Address, and Role in this Contract.** Leave this section blank for this submittal. When a project is offered and a Letter of Interest is offered, you will be required to identify any sub consultants or professionals to be a part of the project at that time.

##### **Section D. Organizational Chart of Proposed Team (Please attach)**

#### **SF330 PART II General Qualifications**

**Prepare a Part II for the specific branch office seeking work if the firm has branch offices.** Prepare Part II for each branch office that will or may contribute on the project. Prepare Part II for each sub-consultant that will or may contribute to the project.

1. **Solicitation Number.** If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. **Firm (or Branch Office) Name and Address.** Self-explanatory.

3. **Year Established.** Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. **UEI Requirement.** All firms or individuals submitting qualifications must possess a valid Unique Entity Identifier (UEI) issued through the federal System for Award Management (SAM.gov). The UEI is required for eligibility to enter into contracts funded by federal or federally-assisted programs. Respondents must include their UEI in the submittal documents. Failure to provide a UEI may result in disqualification from consideration.

5. **Ownership.**

a. **Type.** Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. **Small Business Status.** Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR Part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. **Point of Contact.** Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. **Name of Firm.** Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. **Former Firm Names.** Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective.

9. **Employees by Discipline.** Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. **Profile of Firm's Experience and Annual Average Revenue for Last 5 Years.** Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by

the firm. However, do not double count the revenues received on a particular project.

11. **Annual Average Professional Services Revenues of Firm for Last 3 Years.** Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime Consultant or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.

12. **Authorized Representative.** An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

**TAB 3 – KEY PERSONNEL/QUALIFICATIONS OF THE TEAM:** List the members of the team including the project manager that will oversee all projects completed by respective firm. Provide a list of the personnel to be used and their qualifications. A brief resume including education, experience, licenses and any other pertinent information **may** be included for each team member, including sub-consultants to be assigned for select work. A resume shall be provided for the proposed Project Manager. The proposed Project Manager and/or Lead Engineer must each have a minimum of five (5) years of direct experience in the design and construction of wastewater treatment facilities of a similar size and scope. Their resumes must clearly detail this specific experience.

Provide any other documentation that demonstrates their ability to satisfy all of the minimum qualification requirements. Submittals that do not contain such documentation may be deemed non-responsive.

**This information must be included in the Standard Form 330 submittal.**

Please note the form requirements for Sections E.

**SF 330 Section E** – Include a complete Section E form (12 through 19) for EACH key person you anticipate assigning to this project.

**Sub-Consultants:** Consultant must clearly reflect in its Response any Sub-consultants proposed to be utilized along with a summary of their background and qualifications. The District retains the right to accept or reject any Sub-Consultants proposed.

**TAB 4 - TEAM'S PREVIOUS EXPERIENCE/PROFICIENCY IN SIMILAR PROJECTS:** Include a Section F form for EACH project used to represent your firms' experience in similar projects. Include at least six (6) projects your firm has completed in the past ten (10) years but do not exceed ten (10) examples. A minimum of three (3) projects must be work performed in Florida, preferably in Charlotte, Sarasota, Manatee and/or Lee counties. Include a Section G form which indicates the involvement of those key personnel that may be assigned to this contract.

**Section F – Example Projects.**

**SF 330 Section F** – Example Projects Which Best Illustrate Proposed Team's Qualifications for this Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one section for each project.

Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. **Example Project Key Number.** Start with "1" for the first project and number consecutively.

21. **Title and Location.** Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. **Year Completed.** Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to This Contract (block 24).

23a. **Project Owner.** Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. **Point of Contact Name.** Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. **Point of Contact Telephone Number.** Self-explanatory.

24. **Brief Description of Project and Relevance to This Contract.** Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project. Please include the email address of the Point of Contact listed in 23b. in this section.

25. **Firms from Section C Involved with This Project.** Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

**SF 330 Section G.** Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F.

26. and 27. **Names of Key Personnel and Role in this Contract.** List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. **Example Projects Listed in Section F.** In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. **Example Projects Key.** List the key numbers and titles of the example projects in the same order as they appear in Section F.

30. **Project Budget.** For each project, indicate whether or not project completed within original engineer's estimate. Provide amounts, and if not completed within original engineer's estimate, provide reason.

**TAB 5 – MANAGEMENT APPROACH/PROJECT CONTROL:** The firm shall demonstrate its capabilities in managing completed projects, and evidence of and adherence to time and budget constraints, on projects completed within the last ten (10) years. Also provide information on your firm’s current workload and how this contract will fit into your workload and the techniques that are planned to assure project schedules will be met. Describe available facilities, technological capabilities and other available resources you offer for the contract.

**TAB 6 - LITIGATION AND INSURANCE:** Have you been involved in litigation in the last five (5) years? If so, describe circumstances and outcome. The Respondent shall advise the amount of liability insurance you have.

**TAB 7 – ADDITIONAL INFORMATION:** Any other pertinent information the Respondent chooses to provide.

**SF 330 Section H.** Additional Information.

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

**SF 330 Section I.** Authorized Representative

31. and 32. **Signature of Authorized Representative and Date.** An authorized representative of a joint venture or the prime Consultant must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. **Name and Title Self-explanatory.**

**TAB 8 – SUBMISSION REQUIREMENTS AND REQUIRED SUBMITTAL FORMS:** This checklist is provided to assist each Respondent in the preparation of their response. Included in this checklist are important requirements, which is the responsibility of each Respondent to submit with their response in order to make their response fully compliant. This checklist is a guideline which is to be executed and submitted with the required forms. It is the responsibility of each Respondent to read and comply with the solicitation in its entirety.

### 5.3 Submittal Requirements

- i) Submittals shall be contained entirely within a single one-inch (1”) three-ring binder. Submittals that exceed the specified capacity or include loose or supplemental materials may be considered non-compliant and may not be evaluated.
- ii) When compiling a response, sections shall be tabbed and labeled; pages should be sequentially numbered at the bottom of the page.
- iii) **Paper/Font Size:** 8.5”x11”/Font Calibri 11, PDF FORMAT.
- iv) **Number of Original Submittals:** One (1) original hard-copy in one-inch (1”) three-ring binder (marked “ORIGINAL”) and signed in blue ink.
- v) **Number Of Copies:** Three (3) hard-copies, each in one-inch (1”) three-ring binder (marked “COPY”). **(1 original + 3 copies = 4 total submittals).**
- vi) **USB Flash Drive:** One (1) electronic version in Portable Document Format (PDF) on a Flash Drive containing the

entire submittal.

vii) **Submit sealed response package with the Respondent's name and the following information clearly marked on the outside packaging (FedEx, UPS, USPS, etc.):**

**"RFQ 2025-142 Engineering Services for South Water Reclamation Facility (WRF) Expansion and Improvements" to the following address:**

Bee Ling Wheaton,  
Procurement Manager  
Englewood Water District,  
201 Selma Ave,  
Englewood, FL 34223

**5.4 Required Submittal Forms/Checklist:**

**READ/EXECUTED & INCLUDED**

- ☐ Attachment 1 - Response Submittal Signature Form
- ☐ Attachment 2 - Statement of Organization
- ☐ Attachment 3 - Drug-Free Workplace Form
- ☐ Attachment 4 - Public Entity Crime Information
- ☐ Attachment 5 - Non-Collusive Affidavit
- ☐ Attachment 6 – Byrd Anti-Lobbying Amendment Certification
- ☐ Attachment 7 - Conflict of Interest Form
- ☐ Attachment 8 - Disclosure Form (Consultant/Engineer/Architect)
- ☐ Attachment 9 – Suspension and Debarment Certification
- ☐ Attachment 10 – Scrutinized Company Certification Form
- ☐ Attachment 11 – Affidavit of Compliance Regarding Foreign Entity of Concern Laws
- ☐ Attachment 12 – Anti Human Trafficking Affidavit
- ☐ Attachment 13 – Certification of Offeror Regarding Tax Delinquency and Felony Convictions
- ☐ Attachment 14 - E-Verify Affidavit

☐ State Registration Requirements (<http://www.sunbiz.org/search.html>)

☐ Copy of Registration, Attached

☐ **SAMPLE INSURANCE CERTIFICATE:** Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for both Professional Liability and General Liability and the dollar amounts of the coverage.

☐ YES ☐ NO Sample Insurance Certificate is included with the submittal

☐ **MWBE:** If claiming Minority Business Enterprise/Women Business Enterprises, the Prime Firm (not sub-consultant) **shall be** certified as a Minority and Woman-Owned Business Enterprise (see Section 2.41).

☐ YES, CLAIMING STATUS AS PRIME ONLY

☐ YES, I'VE ATTACHED THE CERTIFICATE OF MBE/WBE STATUS

☐ NOT CLAIMING MBE/WBE

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK



## ATTACHMENT 1 - RESPONSE SUBMITTAL SIGNATURE FORM

By signing and submitting this Response, the Respondent attests and certifies that:

- It satisfies all legal requirements (as an entity) to do business with the District.
- The undersigned Respondent acknowledges that award of a contract may be contingent upon a determination by the District that the Respondent has the capacity and capability to successfully perform the contract.
- The Respondent hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this document and any contract(s) and/or other transactions required by award of this solicitation.
- I have carefully examined the full solicitation document and any other documents accompanying or made a part of this solicitation.
- I hereby propose to furnish the services specified in the Request for Qualifications at the rates offered in my pricing proposal, if requested during the Negotiations phase. I agree that my offer will remain firm for a period of up to ninety (90) days in order to allow the District adequate time to evaluate the proposals. Furthermore, I agree to abide by all conditions of the solicitation and/or resulting contract.
- All information contained in this Response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Response on behalf of the Respondent as its act and deed and that the Respondent is ready, willing and able to perform if awarded the Solicitation.
- Having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the Response.
- The following listing states any clarifications, any and all variations from and exceptions to the requirements and/or special terms and conditions. Taking exception to the General Terms and Conditions is NOT permitted and may result in your Response being deemed non-responsive and disqualified.
- The work, services, or goods will be provided in strict accordance with the requirements of this solicitation, and understands that any exceptions to the requirements of the specifications and documents may render the Response non-responsive.

**NO EXCEPTIONS WILL BE ALLOWED AFTER THE RESPONSE IS SUBMITTED.**

Please check one:

☐ I take NO exceptions

☐ I take the exceptions listed here:

(If more space is needed, please indicate exceptions here and attach additional pages as needed)

As addenda are considered binding as if contained in the original specifications, it is critical that the firm acknowledge receipt of same. The submittal may be considered void if receipt of an addendum is not acknowledged.

Addendum No. _____ Dated _____	Addendum No. _____ Dated _____
Addendum No. _____ Dated _____	Addendum No. _____ Dated _____
Addendum No. _____ Dated _____	Addendum No. _____ Dated _____

**Company Name** \_\_\_\_\_

_____ <b>Telephone #</b>	_____ <b>E-Mail</b>	_____ <b>Fax #</b>
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\_\_\_\_\_  
**Main Office Address**

_____ <b>City</b>	_____ <b>State</b>	_____ <b>Zip Code</b>
----------------------	-----------------------	--------------------------

*Address of Office Servicing Englewood Water District, if different than above: SAME AS ABOVE*

\_\_\_\_\_  
**Office Address**

_____ <b>City</b>	_____ <b>State</b>	_____ <b>Zip Code</b>
----------------------	-----------------------	--------------------------

_____ <b>Telephone #</b>	_____ <b>E-mail</b>	_____ <b>Fax #</b>
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\_\_\_\_\_  
**Name & Title of Firm Representative**

_____ <b>Signature</b>	_____ <b>Date</b>
---------------------------	----------------------

**THIS PAGE MUST BE SUBMITTED WITH THE RESPONSE**

**ATTACHMENT 2 - STATEMENT OF ORGANIZATION**  
**(Information Sheet for Transactions and Conveyances Corporation Identification)**

The following information will be provided to Englewood Water District for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, and capitalization is exactly as registered with the state or federal government.

**Name of Respondent:** \_\_\_\_\_

**DBA (if any):** \_\_\_\_\_

**Type of Entity** (Sole Proprietor, Corporation, LLC, LLP, Partnership, etc): \_\_\_\_\_

**Business Address:** \_\_\_\_\_

\_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**E-Mail** \_\_\_\_\_

**Print Name and Title of person authorized to bind:** \_\_\_\_\_

**Federal Identification Number:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

Respondent shall submit proof that it is authorized to do business in the State of Florida unless registration is not required by law.

**(Please Check One)**

**Is this a Florida Corporation:**

☐ Yes      or      ☐ No

**If not a Florida Corporation,**

In what state was it created:

\_\_\_\_\_

Name as spelled in that State:

\_\_\_\_\_

**What kind of corporation is it:**

☐ "For Profit"      or      ☐ "Not for Profit"

**Is it in good standing:**

☐ Yes      or      ☐ No

**Authorized to transact business  
in Florida:**

☐ Yes      or      ☐ No

State of Florida Department of State Certificate of Authority Document No.: \_\_\_\_\_

**Does it use a registered fictitious name:**

☐ Yes      or      ☐ No

**THIS PAGE MUST BE SUBMITTED WITH THE RESPONSE**

**Names of Officers:**

President: \_\_\_\_\_ Secretary: \_\_\_\_\_

Vice President: \_\_\_\_\_ Treasurer: \_\_\_\_\_

Director: \_\_\_\_\_ Director: \_\_\_\_\_

Other: \_\_\_\_\_ Other: \_\_\_\_\_

**Name of Corporation (As used in Florida):**

\_\_\_\_\_  
(Spelled exactly as it is registered with the state or federal government)

**Corporate Address:**

Post Office Box: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by \_\_\_\_\_ who  
is personally known to me or has produced his/her driver's license as identification.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
Commission No: \_\_\_\_\_

**THIS PAGE MUST BE SUBMITTED WITH THE RESPONSE**

### ATTACHMENT 3 - DRUG FREE WORKPLACE FORM

The undersigned Consultant in accordance with Florida Statute 287.087 hereby certifies that  
\_\_\_\_\_ does:  
(Company Name)

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 five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

#### Check one:

- ☐ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.
- ☐ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Respondent's Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**THIS PAGE MUST BE SUBMITTED WITH THE RESPONSE**

### ATTACHMENT 4 - PUBLIC ENTITY CRIME INFORMATION

As provided by F.S. §287.133, 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Consultant, Supplier, Subcontractor, or Consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I, \_\_\_\_\_, being an authorized representative of the Respondent,  
\_\_\_\_\_, located at \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_, have read and understand  
the contents above. I further certify that Respondent is not disqualified from replying to this solicitation because of F.S.  
§287.133.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Federal ID #: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
who's personally known to me or has produced his/her driver's license as identification.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

Commission No: \_\_\_\_\_

**THIS PAGE MUST BE SUBMITTED WITH THE RESPONSE**

**ATTACHMENT 5 - NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } SS

Before me, the undersigned authority, personally appeared:

\_\_\_\_\_ who, being first duly sworn, deposes and says that:

1. He/She is the \_\_\_\_\_ (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_, the Respondent that has submitted the attached reply;
2. He/She is fully informed respecting the preparation and contents of the attached reply and of all pertinent circumstances respecting such reply;
3. Such reply is genuine and is not a collusive or sham reply;
4. Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm, or person to submit a collusive or sham reply in connection with the work for which the attached reply has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any respondent, firm, or person to fix the price or prices in the attached reply or of any other respondent, or to fix any overhead, profit, or cost elements of the reply price or the reply price of any other respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the reply work.

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, by \_\_\_\_\_ who is personally known to me or has produced his/her driver's license as identification.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

Commission No: \_\_\_\_\_

**THIS PAGE MUST BE SUBMITTED WITH THE RESPONSE**

## ATTACHMENT 6 - BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

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

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

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

The Consultant hereby certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Project Name: RFQ 2025-142 Engineering Services for South WRF Expansion and Improvements

---

Name of Consultant

---

Signature of Authorized Official

---

Name and Title of Consultant's Authorized Official

---

Date

**THIS PAGE MUST BE SUBMITTED WITH THE RESPONSE**



## ATTACHMENT 7 - CONFLICT OF INTEREST FORM

F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with EWD either directly or indirectly. Therefore, please indicate if the following applies:

### PART I.

☐ I am an employee, public officer or advisory board member of the District  
\_\_\_\_\_ (List Position or Board)

☐ I am the spouse or child of an employee, public officer or advisory board member of the District  
Name: \_\_\_\_\_

☐ An employee, public officer or advisory board member of the District, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.  
Name: \_\_\_\_\_

☐ Respondent employs or contracts with an employee, public officer or advisory board member of the District  
Name: \_\_\_\_\_

☐ None Of The Above

### PART II:

Are you going to request an advisory board member waiver?

- ☐ I will request an advisory board member waiver under §112.313(12)
- ☐ I will NOT request an advisory board member waiver under §112.313(12)
- ☐ N/A

The District shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any vendors whose conflicts are not waived or exempt.

**COMPANY:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**THIS PAGE MUST BE SUBMITTED WITH THE RESPONSE**

## ATTACHMENT 8 - DISCLOSURE FORM FOR CONSULTANT/ENGINEER/ARCHITECT

Please select (only) one of the following three options:

- ☐ Our firm has no actual, potential, or reasonably perceived, **financial\*** or **other interest\*\*** in the outcome of the project.
- ☐ Our firm has a potential or reasonably perceived **financial\*** or **other interest\*\*** in the outcome of the project as described here:\_\_\_\_\_.

Our firm proposes to mitigate the potential or perceived conflict according to the following plan:

\_\_\_\_\_.

- ☐ Our firm has an actual **financial\*** or **other interest\*\*** in the outcome of the project as described here:

\_\_\_\_\_.

**\*What does “financial interest” mean?**

If your firm, or employee of your firm working on the project (or a member of the employee’s household), will/may be perceived to receive or lose private income depending on the government business choices based on your firm’s findings and recommendations, this must be listed as a financial interest. An example would be ownership in physical assets affected by the government business choices related to this project. The possibility of contracting for further consulting services is not included in this definition and is not prohibited.

**\*\*What does “other interest” mean?**

If your firm, or employee of your firm working on the project (or a member of the employee’s household), will/may be perceived to have political, legal or any other interests that will affect what goes into your firm’s findings and recommendations, or will be/may be perceived to be affected by the government business choices related to this project, this must be listed as another interest.

**BUSINESS NAME:**\_\_\_\_\_

**NAME (PERSON AUTHORIZED TO BIND THE COMPANY):** \_\_\_\_\_

**SIGNATURE:**\_\_\_\_\_ **DATE:**\_\_\_\_\_

**THIS PAGE MUST BE SUBMITTED WITH THE RESPONSE**

## ATTACHMENT 9 – SUSPENSION AND DEBARMENT CERTIFICATION

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000.

The Consultant certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; 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;

(c) is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Consultant certifies that it shall not knowingly enter into any transaction with any subconsultant, subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Englewood Water District.

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

This certification is a material representation of fact relied upon by the Englewood Water District. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Englewood Water District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025

By: \_\_\_\_\_ (Authorized Signature)

\_\_\_\_\_  
Typed Name of Title

\_\_\_\_\_  
Recipient's Firm Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/Zip Code

## ATTACHMENT 10 – SCRUTINIZED COMPANY CERTIFICATION FORM

Consultant Name: \_\_\_\_\_  
Authorized Representative Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with the Englewood Water District for goods or services of any amount if, at the time of bidding on, submitting a Response for, or entering into or renewing such Contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, section 215.4725, or is engaged in a boycott of Israel.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with the Englewood Water District for goods or services of \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statutes, section 215.473, or with companies engaged in business operations in Cuba or Syria.

This bid, proposal, Contract or Contract renewal is for goods or services of \$1 million or more. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes Section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and it does not have business operations in Cuba or Syria.

I understand that pursuant to Florida Statutes, section 287.135, the submission of a false certification may result in the termination of the Contract if one is entered into, and may subject the above-named company to civil penalties, attorney's fees and costs.

NAME OF ENTITY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

## ATTACHMENT 11 - AFFIDAVIT OF COMPLIANCE REGARDING FOREIGN COUNTRY OF CONCERN LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests and declares as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Florida Statutes Section 287.138.
2. The government of a foreign country of concern does not have a controlling interest in Entity.
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Florida Statutes Section 692.201.
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Florida Statutes Section 692.201, or a subsidiary of such entity.
6. Entity is not a foreign principal, as defined in Florida Statutes Section 692.201.
7. Entity complies, if purchasing real property, with all applicable requirements of Florida Statutes Sections 692.202, 692.203, and 692.204.
8. If purchasing real property, Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (1) not a person or entity described in Florida Statutes Section 692.204(1)(a) or (2) authorized under Florida Statutes Section 692.204(2) to purchase the subject property. Entity complies with the requirements of Florida Statutes Section 692.204.
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

**NAME OF ENTITY**

\_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**THIS PAGE MUST BE SUBMITTED WITH THE RESPONSE**

## ATTACHMENT 12 – ANTI HUMAN TRAFFICKING AFFIDAVIT

This form must be completed by an officer or representative of an entity registering as a vendor, entering into, renewing, or extending, a contract with the Englewood Water District.

The undersigned, on behalf of \_\_\_\_\_ (“Entity”), verifies the following:

A. I have read and understand that Florida Statutes Section 787.06(13), prohibits the Englewood Water District (“District”) from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined in Florida Statutes Section 787.06(2) as follows:

- “Coercion” means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

- “Labor” means work of economic or financial value.

- “Services” means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

B. I declare, under penalties of perjury, that Entity does not use coercion for labor or services as defined in Florida Statutes Section 787.06(2).

C. I understand that this affidavit applies to any District contract executed, renewed, or extended for the duration of the contract.

I, the undersigned, understand and affirm that the above statements are based upon personal knowledge; that I am over the age of 18 years and otherwise competent to make the above statements; and am authorized to legally bind the Entity, and make the above statements on behalf of Entity. Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, the Entity, and is ☐ personally known to me or ☐ produced identification. Type of Identification produced \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

My Commission Expires: \_\_\_\_\_

## ATTACHMENT 13 – CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

### Certifications

(Check the appropriate response to items 1 & 2 below.)

1) The applicant represents that:

it is ☐ or is not ☐ a corporation that has 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.

2) The applicant represents that:

it is ☐ or is not ☐ a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

### Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the District has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the federal agency, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

### Term Definitions

**Felony conviction:** Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

**Tax Delinquency:** A tax delinquency is 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.

NAME OF ENTITY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

THIS PAGE MUST BE SUBMITTED WITH THE RESPONSE

## ATTACHMENT 14 – E-VERIFY AFFIDAVIT

The undersigned Vendor/Consultant/Contractor (Vendor), after being duly sworn, states the following:

1. Vendor is a person or entity that has entered into or is attempting to enter into a contract with the Englewood Water District (District) to provide labor, supplies, or services to the District in exchange for salary, wages or other remuneration.
2. Vendor has registered with and will use the E-Verify System of the United States Department of Homeland Security to verify the employment eligibility of:
  - a. All persons newly hired by the Vendor to perform employment duties within Florida during the term of the contract; and
  - b. All persons, including sub-contractors, sub-vendors or sub-consultants, assigned by the Vendor to perform work pursuant to the contract with the District.
3. If the Vendor becomes the successful Consultant who enters into a contract with the District, then the Vendor will comply with the requirements of Section 448.095, Fla. Stat. "Employment Eligibility", as amended from time to time.
4. Vendor will obtain an affidavit from all sub-consultants/sub-contractors attesting that the sub-consultant/sub-contractor does not employ, contract with, or subcontract with, an unauthorized alien as defined in 8 United States Code, Section 1324A(H)(3).
5. Vendor will maintain the original affidavit of all sub-consultants/sub-contractors for the duration of the contract.
6. Vendor affirms that failure to comply with the state law requirements can result in the Vendor's termination of the contract and other penalties as provided by law.
7. Vendor understands that pursuant to Florida Statutes, section 448.095, the submission of a false certification may result in the termination of the contract if one is entered into, and may subject the Vendor named in this certification to civil penalties, attorney's fees and costs.

NAME OF ENTITY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

THIS PAGE MUST BE SUBMITTED WITH THE RESPONSE



## SECTION 6: SAMPLE AGREEMENT

### AGREEMENT NO. 2025-142

#### ENGINEERING SERVICES FOR SOUTH WATER RECLAMATION FACILITY (WRF) EXPANSION AND IMPROVEMENTS

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2025 between ENGLEWOOD WATER DISTRICT, a Special District, in the State of Florida, hereinafter referred to as "DISTRICT" having its principal place of business at 201 Selma Avenue, Englewood, Sarasota, Florida and \_\_\_\_\_, hereinafter referred to as "CONSULTANT" whose address is \_\_\_\_\_.

#### WITNESSETH:

Whereas, the DISTRICT has budgeted funds for the services to be provided hereunder and,

Whereas, the DISTRICT has met the requirements of the Consultant's Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform the services hereunder and,

Whereas, the DISTRICT'S Administrator or his designee shall have full authority to manage and supervise the execution and completion of the Scope of Services and the terms and conditions of this Agreement and,

Whereas, the CONSULTANT acknowledges this is a non-exclusive Agreement and the amount of work and nature of work to be performed under this Agreement is defined in Scope of Services, EXHIBIT "A" made a part hereto to this Agreement.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the DISTRICT and CONSULTANT agree as follows:

#### 1. CONTRACT DOCUMENTS

The following documents and information are incorporated and made part hereof; and shall comprise the Contract Documents.

- A. This Agreement; and
- B. The Request for Qualifications (RFQ) package 2025-142 – Engineering Services for South Water Reclamation Facility (WRF) Expansion and Improvements; and
- C. Any addendum to the RFQ package; and
- D. Exhibit 1 – Scope of Services; and
- E. Exhibit 2 – Schedule of Fees; and
- F. Exhibit 3 – Drug Free Workplace Form; and
- G. Exhibit 4 – Public Entity Crime Form; and
- H. Exhibit 5 – Non-Collusive Affidavit; and
- I. Exhibit 6 – Byrd Anti-Lobbying Amendment Certification; and
- J. Exhibit 7 – Conflict of Interest Form; and
- K. Exhibit 8 – Disclosure Form (Consultant/Engineer/Architect); and
- L. Exhibit 9 – Suspension and Debarment Certification; and
- M. Exhibit 10 – Scrutinized Company Certification Form; and
- N. Exhibit 11 – Affidavit of Compliance Regarding Foreign Entity of Concern Laws; and

- O. Exhibit 12 – Anti Human Trafficking Affidavit; and
- P. Exhibit 13 – Certification of Offeror regarding Tax Delinquency and Felony Convictions; and
- Q. Exhibit 14 – E-Verify Affidavit; and
- R. Exhibit 15 - FEMA Contract Provisions; and
- S. Exhibit 16 – Federal Contracting Clauses; and
- T. CONSULTANTS response to RFQ 2025-142 received on \_\_\_\_\_, 2025

## 2. **CONSULTANT’S SERVICES**

- A. The CONSULTANT agrees to diligently and timely perform services for the DISTRICT relating to Professional Engineering and Consulting Services as identified in RFQ 2025-142.
- B. This Agreement shall commence immediately upon the execution of the Agreement by both the DISTRICT and the CONSULTANT. The term of the Agreement shall begin on the date of execution and continue for a period of five (5) years, with an option to renew for two (2) additional years, at the same terms and conditions, subject to CONSULTANT’S satisfactory performance and mutual agreement of the DISTRICT and CONSULTANT.

## 3. **COMPENSATION AND PAYMENT FOR CONSULTANT’S SERVICES**

### A. COMPENSATION

- i) The DISTRICT shall authorize engineering services through the execution of Task Orders to be negotiated with and performed by the CONSULTANT. No work shall be performed under this Agreement other than through the approval of a Task Order by the DISTRICT’s Administrator or the Board of Supervisors. Fees negotiated in any Task Order shall be based on the hourly fee rate shown schedule in Schedule of Fees, EXHIBIT “B”.
- ii) Compensation to the CONSULTANT shall include the following: all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, and all other costs not indicated as non-reimbursable below.

**No claim** for reimbursement for these expenses shall be made to the District.

- a. All travel related expenses and costs including labor. (Types of travel to be considered during negotiations).
- b. Four (4) sets of 22” x 34,”signed and sealed permitting plans.
- c. Computer usage, telephone expenses, fax, copies, printing, and postage.
- d. Subcontractor mark-up.

A copy of the invoice for each reimbursable expense shall be attached to Consultant’s invoice. The DISTRICT will not allow a Prime Consultant markups on any services provided by a Sub-Consultant.

- iii) **Price Adjustment Clause.** The pricing established under this contract shall remain firm for the first two (2) years of the contract. Thereafter, the Consultant may request a price adjustment in writing, along with supporting ECI data, no less than twelve (12) months after the last price increase and only once per contract year based on changes in the Employment Cost Index (ECI). The industry-specific ECI used will be *‘Compensation (not seasonally adjusted): Employment Cost Index for total compensation, for private industry workers, by occupational group and industry.’* Occupational group and industry are *‘Professional and business services – Professional, scientific, and technical services’* as published by the U.S. Bureau of Labor Statistics (BLS).

a. Calculation Method:

The percentage increase or decrease shall be calculated based on the 12 months, ending in the most recent published ECI data available at the time of the request.

The adjustment formula is as follows:

New Price = Current Price x (1+ ((ECI Current period – ECI Previous Period)/ECI Previous period))

ECI values shall be obtained from the U.S. Bureau of Labor Statistics (BLS) website at <https://www.bls.gov/news.release/eci.t05.htm>.

Maximum Allowable Adjustment: Any price adjustment should not exceed 5% per contract year, regardless of the ECI increase. If the ECI decreases, the District reserves the right to negotiate a price reduction.

- iv) The DISTRICT'S performance and obligation to pay under this Agreement are contingent upon an appropriation by the DISTRICT'S Board of Supervisors. The parties acknowledge and agree that the obligations of the DISTRICT to fulfill financial obligations of any kind pursuant to any and all provisions of this Agreement, or any subsequent agreement entered into pursuant to this Agreement, or referenced herein to which DISTRICT is a party, are and shall remain subject to the provisions of Florida Statutes Section 166.241, regardless of whether a particular obligation has been expressly so conditioned. The DISTRICT agrees to exercise all lawful and available authority to satisfy any financial obligations of DISTRICT that may arise under this Agreement; however, since funds are appropriated annually by the DISTRICT'S Board of Supervisors on a fiscal year basis, the DISTRICT'S legal liability for the payment of any costs shall not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the DISTRICT'S Board of Supervisors (nor shall such liability arise if, a request for such appropriations is excluded from the budget approved by the DISTRICT'S Board of Supervisors). During the term of this Agreement, the Administrator or his designee shall, for each fiscal period, include in the budget application submitted to the DISTRICT'S Board of Supervisors the amount necessary to fund DISTRICT'S obligations hereunder for such fiscal period. Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of DISTRICT shall have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by DISTRICT under this Section. This Agreement shall not constitute an indebtedness of DISTRICT nor shall it constitute an obligation for which the DISTRICT is obligated to levy or pledge any form of taxation or for which the DISTRICT has levied or pledged any form of taxation.

B METHOD OF PAYMENT

- i) The DISTRICT shall pay the CONSULTANT through payment issued in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes. CONSULTANT's invoice shall be accompanied with a project status report to substantiate the percent completeness of the work. The DISTRICT will review the invoice with the report and verify that the services invoiced have been completed in conformity with this agreement prior to approving the invoice for payment.
- ii) For those specific services that were partially completed, progress payments shall be paid, no more than once a month, in proportion to the percentage of completed work on those specific services approved in writing by the DISTRICT, based on the percentage of the amount for those specific services.
- iii) The CONSULTANT's invoices shall be in a form satisfactory to the DISTRICT'S Finance Department, who shall initiate disbursements.

#### 4. **INDEMNIFICATION**

TO THE EXTENT PERMITTED BY FLORIDA LAW, THE CONSULTANT MUST INDEMNIFY AND HOLD HARMLESS THE DISTRICT, AND ITS OFFICERS AND EMPLOYEES, FROM LIABILITIES, DAMAGES, LOSSES, AND COSTS, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, TO THE EXTENT CAUSED BY THE NEGLIGENCE, RECKLESSNESS, OR INTENTIONALLY WRONGFUL CONDUCT OF THE CONSULTANT AND OTHER PERSONS EMPLOYED OR UTILIZED BY THE CONSULTANT IN THE PERFORMANCE OF THE AGREEMENT. THE AGREEMENT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE DISTRICT TO SUIT BY THIRD PARTIES.

THE DISTRICT MUST PROVIDE ALL AVAILABLE INFORMATION AND ASSISTANCE THAT THE CONSULTANT MAY REASONABLY REQUIRE REGARDING ANY CLAIM. IN THE EVENT OF A CLAIM, THE DISTRICT MUST PROMPTLY NOTIFY THE CONSULTANT IN WRITING BY PREPAID CERTIFIED MAIL (RETURN RECEIPT REQUESTED) OR BY DELIVERY THROUGH ANY NATIONALLY RECOGNIZED COURIER SERVICE (SUCH AS FEDERAL EXPRESS OR UPS) WHICH PROVIDES EVIDENCE OF DELIVERY, AT THE ADDRESS PROVIDED FOR RECEIPT OF NOTICES IN THIS AGREEMENT.

THIS AGREEMENT FOR INDEMNIFICATION SHALL SURVIVE TERMINATION OR COMPLETION OF THE AGREEMENT. THE INSURANCE COVERAGE AND LIMITS REQUIRED IN THIS AGREEMENT MAY OR MAY NOT BE ADEQUATE TO PROTECT THE DISTRICT AND SUCH INSURANCE COVERAGE WILL NOT BE DEEMED A LIMITATION ON THE CONSULTANT'S LIABILITY UNDER THE INDEMNITY PROVIDED IN THIS SECTION. IN ANY PROCEEDINGS BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THIS INDEMNITY PROVISION, THE PREVAILING PARTY SHALL BE REIMBURSED ALL COSTS, EXPENSES AND REASONABLE ATTORNEY FEES THROUGH ALL PROCEEDINGS (AT BOTH TRIAL AND APPELLATE LEVELS).

NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO AFFECT THE RIGHTS, PRIVILEGES AND IMMUNITIES OF THE DISTRICT AS SET FORTH IN FLORIDA STATUTES SECTION 768.28. THE TERMS OF THIS SECTION SURVIVE THE TERMINATION OF THIS AGREEMENT.

FURTHER, THE CONSULTANT SHALL FULLY INDEMNIFY AND HOLD HARMLESS THE DISTRICT, FROM ANY SUITS, ACTIONS, DAMAGES, AND COSTS OF EVERY NAME AND DESCRIPTION, INCLUDING ATTORNEYS' FEES, ARISING FROM OR RELATING TO VIOLATION OR INFRINGEMENT OF A TRADEMARK, COPYRIGHT, PATENT, TRADE SECRET OR INTELLECTUAL PROPERTY RIGHT.

#### 5. **CONSULTANT'S INSURANCE**

##### A. INSURANCE

CONSULTANT and all sub-consultants and/or all sub-contractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance at the same levels specified in this agreement, against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontractors.

Before performing any work, CONSULTANT shall procure and maintain, during the life of the Agreement, the insurances listed below, unless otherwise specified. The policies of insurance shall be primary and written on forms acceptable to the DISTRICT and placed with insurance carriers approved and licensed by the Insurance Department of the State of Florida and meet a minimum financial AM Best and Company rating of no less than "Excellent." No changes are to be made to these specifications without the Administrator or designee's prior written approval. The DISTRICT may alter the amounts or types of insurance policies required by this Agreement upon agreement with CONSULTANT.

All policies except for the Workers Compensation and Professional Liability shall name Englewood Water District as Additional Insured.

- i) Workers' Compensation and Employers' Liability Insurance: In accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$100,000 for each accident, not less than \$100,00 for each disease, and not less than \$500,000 aggregate. Coverage is to apply for all employees in the statutory limits in compliance with the applicable state and federal laws. Proof of current Worker's

Compensation coverage or Worker's Compensation exemption (notarized affidavit).

- ii) Professional Liability Insurance: Minimum \$1,000,000 per occurrence for this project, and with a \$1,000,000 policy term general aggregate. Coverage shall be extended beyond the policy year term either by a supplemental extended reporting period (ERP) with as great of duration as available, with no less coverage and reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made. The DISTRICT prefers all Professional Liability Insurance be written on an Occurrence Form; however, in the event that the professional liability insurance required by this Agreement is written on a claims-made basis, CONSULTANT warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained for a period of two (2) years or an extended reporting period (ERP) with tail coverage will be obtained and maintained for a period of two (2) years beginning at the time work under this Agreement is completed.

- iii) Comprehensive Commercial General Liability Insurance: (Occurrence Form CG 00 01): The CONSULTANT shall procure and maintain and require all sub-contractors to procure and maintain during the life of this Agreement, a comprehensive general liability policy, including but not limited to bodily injury, property damage, contractual liability, and Explosion, Collapse and Underground (XCU) coverage. The general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

The policy must include comprehensive general liability with a limit of \$1,000,000 for general aggregate; \$1,000,000 for each occurrence; \$1,000,000 for products and completed ops; \$100,000 for damage to rented premises; and \$100,000 for fire damage.

The policy shall be endorsed to include the following additional insured language: "Englewood Water District and its commissioners, officers, employees, agents, and volunteers shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CONSULTANT."

- iv) Business Automobile Liability: The CONSULTANT shall procure and maintain and require all sub-consultants/sub-contractors to procure and maintain during the life of this Agreement, business automobile liability insurance including on all owned, hired, and non-owned automobiles. Automobile liability insurance must be written on a standard ISO form (CA 00 01) covering any auto (Code 1), or if CONSULTANT has no owned autos, hired (Code 8), and non-owned (Code 9) autos.

The policy must include automobile liability with a limit of \$1,000,000 for Combined Single Limit (CSL) for each accident; \$1,000,000 for bodily Injury (per person); \$1,000,000 for bodily Injury (per accident); and \$1,000,000 for property damage (per accident).

#### B. WAIVER OF SUBROGATION

All required insurance policies are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or through other means, agree to waive all rights of subrogation against the DISTRICT, its officers, officials, employees and volunteers, and the DISTRICT'S insurance carriers, for losses paid under the terms of these policies that arise from the contractual relationship or work performed by CONSULTANT for the DISTRICT. It is CONSULTANT'S responsibility to notify its insurance company of the waiver of subrogation and request written authorization or the proper endorsement. Additionally, CONSULTANT, its officers, officials, agents, employees, volunteers, and any subcontractors, agree to waive all rights of subrogation against the DISTRICT and its insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions for which the CONSULTANT or its agents may be responsible.

C. POLICY FORM

- i) All policies required by this Agreement, with the exception of Professional Liability and Workers' Compensation, are to be written on an occurrence basis and the Comprehensive Commercial General Liability Insurance shall name the Englewood Water District, Florida, and its Commissioners, officers, agents, employees, and volunteers as additional insured as their interest may appear under this Agreement. Claims Made Policies will be accepted for professional liability and hazardous materials and such other risks as are authorized by the DISTRICT. All Claims made policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, CONSULTANT agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
- ii) Insurance requirements itemized in this Agreement, and required of CONSULTANT, shall be provided by or in behalf of all subconsultants to cover their operations performed under this Agreement. CONSULTANT shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subconsultants.
- iii) Each insurance policy required by this Agreement shall:
  - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
  - b. Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with the policy provisions. CONSULTANT is to notify the DISTRICT'S Purchasing Office by written notice via certified mail, return receipt requested.

D. The DISTRICT shall retain the right to review, at any time, coverage, form, and amount of insurance.

E. The procuring of required policies of insurance shall not be construed to limit CONSULTANT'S liability nor to fulfill the indemnification provisions and requirements of this Agreement. The extent of CONSULTANT'S liability for indemnity of the DISTRICT shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between CONSULTANT and its carrier.

F. CONSULTANT shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the DISTRICT is an insured under the policy. CONSULTANT'S insurance is considered primary for any loss, regardless of any insurance maintained by the DISTRICT. CONSULTANT is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.

G. All certificates of insurance must be on file with and approved by the DISTRICT before commencement of any work under this Agreement. All certificates of insurance required herein must be accompanied by a copy of the additionally insured documents/endorsements (CG 20101185 or combination of CG 2010370704 and CG 20370704). Certificates of insurance evidencing claims made or occurrences form coverage and conditions to this Agreement, as well as the Agreement number and description of work, are to be furnished to the DISTRICT'S Purchasing Office prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the DISTRICT'S Purchasing Department before CONSULTANT will be allowed to commence or continue work. The Certificate of insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.

- H. Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to CONSULTANT'S insurer(s) and the DISTRICT'S Purchasing Department as soon as practicable after notice to the Insured.

**6. RESPONSIBILITIES OF THE CONSULTANT**

- A. CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.
- B. If CONSULTANT is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- C. CONSULTANT warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for CONSULTANT), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award of this Agreement.
- D. CONSULTANT shall perform its services in accordance with generally accepted industry standards and practices customarily utilized by competent consultant firms in effect at the time CONSULTANT'S services are rendered. CONSULTANT covenants and agrees that it and its employees shall be bound by the standards of conduct in Florida Statutes, Section 112.313, as it relates to work performed under this Agreement. CONSULTANT agrees to incorporate the provisions of this paragraph into any subcontract into which it might enter with reference to the work performed.
- E. CONSULTANT shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof. The DISTRICT does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its projects, activities or services. CONSULTANT shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.
- F. CONSULTANT shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at CONSULTANT'S offices for inspection, audit, and copying during normal business hours by the DISTRICT, or any of its authorized representatives. Such records shall be retained for a minimum of three (3) years after completion of the services.
- G. The CONSULTANT shall comply with Florida Statutes Section 20.055(5), and must incorporate in all subcontracts the obligation to comply with Florida Statutes Section 20.055(5).
- H. The CONSULTANT shall perform all services in each mutually agreed upon Task Order.

**7. PUBLIC RECORDS LAW**

In accordance with Florida Statutes, Section 119.0701, consultant shall comply with all public records laws, and shall specifically:

- A. Keep and maintain public records required by the DISTRICT to perform the service.

- i) The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.  
(See <http://dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
  - ii) "Public records" means and includes those items specified in Florida Statutes, Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the DISTRICT. CONSULTANT'S records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Agreement.
- B. Upon request from the DISTRICT'S custodian of public records, provide the DISTRICT, at no cost, 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 for by law. All records kept electronically must be provided to the DISTRICT, upon request, in a format compatible with the information technology systems of the DISTRICT.
- C. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, if CONSULTANT does not transfer the records to the DISTRICT following completion of the Agreement, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
- D. Upon completion of the Agreement, transfer, at no cost, to the DISTRICT all public records in CONSULTANT'S possession or keep and maintain public records required by the DISTRICT to perform the service. If CONSULTANT transfers all public records to the DISTRICT upon completion of the Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon the completion of the Agreement, CONSULTANT shall meet all applicable requirements for retaining public records.
- E. Failure of CONSULTANT to comply with these requirements shall be a material breach of this Agreement. Further, CONSULTANT may be subject to penalties under Florida Statutes, Section 119.10.
- F. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, ENGLEWOOD WATER DISTRICT, 201 SELMA AVE, ENGLEWOOD, FL 34223, (941) 460-1003; E-MAIL: [publicrecordrequests@ewdfl.com](mailto:publicrecordrequests@ewdfl.com)**

## 8. OWNERSHIP AND USE OF DOCUMENTS

It is understood and agreed that all the documents, or reproducible copies, developed by CONSULTANT in connection with its services, including but not limited to reports, designs, specifications, and data, shall be delivered to, and shall become the property of the DISTRICT as they are received by the DISTRICT and when CONSULTANT has been fully compensated as set forth herein. CONSULTANT may keep copies of all work products for its records. CONSULTANT hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the DISTRICT. Specific written authority is required from the Administrator for CONSULTANT to use any of the work products of this Agreement on any non-DISTRICT project. Notwithstanding the above, any reuse of the work products by the DISTRICT on other projects will be at the risk of the DISTRICT.



**9. TIMELY PERFORMANCE OF CONSULTANT'S PERSONNEL**

The timely performance and completion of the required services is vitally important to the interest of the DISTRICT. CONSULTANT shall assign a Project Manager, together with such other personnel as are necessary, to assure faithful prosecution and timely delivery of services pursuant to the requirements of this Agreement. CONSULTANT'S personnel assigned to perform the services of this Agreement shall comply with the information presented in the professional services response proposal made a part hereof by reference. CONSULTANT shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to CONSULTANT'S key personnel must be sent to the DISTRICT'S Administrator, written approval before said changes or substitution can become effective.

- A. The services to be rendered by CONSULTANT shall commence within one (1) calendar week of CONSULTANT'S receipt of written Notice to Proceed/Purchase Order from the DISTRICT.
- B. CONSULTANT specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth, subject only to delays caused through no fault of CONSULTANT or the DISTRICT. Time is of the essence in the performance of this Agreement.
- C. CONSULTANT agrees to provide to the DISTRICT'S Project Manager, monthly written progress reports concerning the status of the work. The DISTRICT'S Project Manager may determine the format for this progress report. The DISTRICT shall be entitled at all times to be advised at its request, and in writing, as to the status of work to be performed by CONSULTANT.
- D. In the event unreasonable delays occur on the part of the DISTRICT or regulatory agencies as to the approval of any plans, permits, reports or other documents submitted by CONSULTANT which delay any Project Schedule completion date, the DISTRICT shall not unreasonably withhold the granting of an extension of the Project Schedule time limitation equal to the aforementioned delay.

**10. RESPONSIBILITIES OF THE DISTRICT**

- A. The DISTRICT'S Project Manager is designated to serve as project coordinator and to do all things necessary to properly administer the terms and conditions of this Agreement. If necessary, the DISTRICT may authorize a specific program manager to perform the responsibilities of the DISTRICT'S Project Manager. The DISTRICT shall designate any specific program manager in the Notice to Proceed. The responsibility of the DISTRICT'S Project Manager shall include:
  - i) Examination of all reports, sketches, drawings, estimates, proposals, and other documents presented by CONSULTANT, and render in writing, decisions pertaining thereto within a reasonable time.
  - ii) Transmission of instructions, receipt of information, interpretation and definition of the DISTRICT'S policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.
  - iii) Review for approval or rejection all CONSULTANT'S documents and payment requests.
- B. The DISTRICT shall, upon request, furnish CONSULTANT with all existing data, plans, studies and other information in the DISTRICT'S possession which may be useful in connection with the work of this Project, all of which shall be and remain the property of the DISTRICT and shall be returned to the DISTRICT'S Project Manager upon completion of the services to be performed by CONSULTANT.
- C. The DISTRICT'S Project Manager shall conduct periodic reviews of the work of CONSULTANT necessary for the completion of CONSULTANT'S services during the period of this Agreement, and may make other DISTRICT personnel available, where required and necessary to assist CONSULTANT. The availability and necessity of said personnel to

assist CONSULTANT shall be determined solely within the discretion of the DISTRICT.

- D. The DISTRICT shall not provide any services to CONSULTANT in connection with any claim brought on behalf of or against CONSULTANT.

**11. TERMINATION**

- A. **TERMINATION WITH OR WITHOUT CAUSE:** The performance of work under this Agreement may be terminated with or without cause by the Administrator or designee in whole or in part or whenever the Administrator or his designee determines that termination is in the DISTRICT'S best interest. Any such termination shall be effected by the delivery to the CONSULTANT of a written notice of termination at least thirty (30) days before the date of termination, specifying the extent to which performance of the work under the Agreement is terminated and the date upon which such termination becomes effective. Except as otherwise directed, the CONSULTANT shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-contracts for material, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and sub-contracts; and settle all outstanding liabilities and claims. CONSULTANT will be paid only for such work performed and materials supplied up to the termination. Under no circumstances shall the DISTRICT make any payment to CONSULTANT for services that have not been performed or that are performed subsequent to the termination date.
- B. Upon termination CONSULTANT shall deliver to the DISTRICT all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by CONSULTANT in connection with its services. The DISTRICT shall, upon receipt of the aforesaid documents, pay to CONSULTANT and CONSULTANT shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in subsequent Task Orders issued, plus (2) the percentage of the work completed in any commenced but uncompleted task, less (3) all previous payments made to CONSULTANT in accordance with Section 2 of this Agreement and any amounts withheld by the DISTRICT to settle claims against or to pay indebtedness of CONSULTANT in accordance with the provisions of this Agreement.
- C. **FUNDING IN SUBSEQUENT FISCAL YEARS:** It is expressly understood by the DISTRICT and CONSULTANT that funding for any subsequent fiscal year of the Agreement is contingent upon appropriation of monies by the DISTRICT'S Board of Supervisors, and the continuing receipt of state or federal grant funding, if applicable. In the event that funds are not available or appropriated, the DISTRICT reserves the right to terminate Task Orders issued, in connection with this Agreement. The DISTRICT will be responsible for payment of any outstanding invoices and work completed by CONSULTANT prior to such termination.
- D. In the event that CONSULTANT has abandoned performance under this Agreement, then the Administrator or designee may terminate this Agreement upon three (3) calendar days' written notice to CONSULTANT indicating its intention to do so. The written notice shall state the evidence indicating CONSULTANT'S abandonment.
- E. CONSULTANT shall have the right to terminate services only in the event of the DISTRICT failing to pay CONSULTANT'S properly documented and submitted invoice within ninety (90) calendar days of the approval by the DISTRICT'S Project Manager, or if the project associated with an issued Task Order is suspended by the DISTRICT for a period greater than ninety (90) calendar days.
- F. The Administrator or designee reserves the right to terminate and cancel this Agreement in the event CONSULTANT is placed in either voluntary or involuntary bankruptcy, a receiver is appointed for CONSULTANT or an assignment is made for the benefit of creditors.
- G. In the event CONSULTANT breaches this Agreement, the DISTRICT shall provide written notice of the breach and CONSULTANT shall have ten (10) calendar days from the date the notice is received to cure. If CONSULTANT fails

to cure to the DISTRICT'S satisfaction within the ten (10) calendar days, the Administrator or designee shall have the right to immediately terminate the Agreement and/or refuse to make any additional payment, in whole or in part, and, if necessary, may demand the return of a portion or the entire amount previously paid to CONSULTANT due to:

- i) The quality of a portion or all of CONSULTANT'S work not being in accordance with the requirements of Task Orders issued in connection to this Agreement;
- ii) The quantity of CONSULTANT'S work not being as represented in CONSULTANT'S Payment Request, or otherwise;
- iii) CONSULTANT'S rate of progress being such that, in the DISTRICT'S opinion, substantial or final completion, or both, may be inexcusably delayed;
- iv) CONSULTANT'S failure to use Agreement funds, previously paid to CONSULTANT by the DISTRICT, to pay CONSULTANT'S project related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;
- v) Claims made, or likely to be made, against the DISTRICT or its property;
- vi) Loss caused by CONSULTANT; or
- vii) CONSULTANT'S failure or refusal to perform any of the obligations to the DISTRICT, after written notice and a reasonable opportunity to cure as set forth above.

## **12. CHANGES IN SCOPE OF SERVICE**

Services beyond the Scope of Services which would increase or decrease compensation, time of performance or which are otherwise outside the level of effort contemplated by the Task Order, must have prior written approval of the Administrator or approval by the DISTRICT'S Board of Supervisors ("BOARD") as provided by this Agreement. All terms for the performance of such services must be agreed upon in a written document prior to any deviation from the terms herein, and when properly authorized and executed shall, become an Amendment to the Agreement.

In the event of a dispute between the Administrator and CONSULTANT arise over whether requested services constitute additional services and such dispute cannot be resolved by the Administrator and CONSULTANT, such dispute shall be promptly presented to the BOARD for resolution. The BOARD's decision shall be final and binding on the parties. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

## **13. INDEPENDENT CONSULTANT**

CONSULTANT is and shall be, in the performance of all work services and activities under this Agreement, an independent Consultant and not an employee, agent or servant of the DISTRICT. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to CONSULTANT'S sole direction, supervision, and control. CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects CONSULTANT'S relationship and the relationship of its employees to the DISTRICT shall be that of an independent Consultant and not as employees or agents of the DISTRICT. CONSULTANT does not have the power or authority to bind the DISTRICT in any promise, agreement or representation other than as specifically provided for in this Agreement. CONSULTANT shall not pledge the DISTRICT'S credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

## **14. WAIVER**

The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

**15. NO HIRE**

CONSULTANT shall not hire any DISTRICT employee associated with this project throughout the duration of the Agreement and for a period of one (1) year after completion.

**16. NOTICES**

Any notices, invoices, reports, or any other type of documentation required by this Agreement shall be sent by certified mail, return receipt requested, or via a recognized national courier service in a manner that provides for written or electronic record of delivery, to the addresses listed below:

CONSULTANT'S REPRESENTATIVE:

Contact name  
Company  
name Street  
address City,  
ST, Zip TEL:  
EMAIL:

DISTRICT'S REPRESENTATIVE:

Keith Ledford, Jr., P.E., Administrator  
Englewood Water District  
201 Selma Ave  
Englewood, FL 34223  
TEL: 941.429.3217  
Email: [kledford@englewoodwater.com](mailto:kledford@englewoodwater.com)

**17. ATTORNEY'S FEES**

In any proceedings between the parties arising out of or related to this Agreement, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).

**18. CONFLICTS**

In the event of any conflict between the provisions of this Agreement and RFQ No. 2025-142 or CONSULTANT'S response, which are made a part hereof by reference, the Agreement shall control.

**19. AMENDMENT**

No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. For any increase in the compensation for the services, the Administrator and the duly authorized representative for CONSULTANT shall agree in writing to this change. For all other changes, except as provided herein, the DISTRICT'S Administrator and CONSULTANT'S representative shall agree in writing to the change.

**20. ASSIGNMENT**

CONSULTANT shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the Administrator or designee, except that claims for the money due or to become due to CONSULTANT from the DISTRICT under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the DISTRICT. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the DISTRICT.

**21. CONSULTANT'S STAFF**

CONSULTANT will provide the key staff identified in their Response for the District's Project as long as said key staff are in CONSULTANT's employment. If Administrator or his designee desires to request removal of any of CONSULTANT's staff from a Project or Task Order, Administrator or his designee shall first meet with CONSULTANT and provide reasonable justification for said request.

**22. E-VERIFY COMPLIANCE NOTICE**

In accordance with Section 448.095, Florida Statutes, firms providing engineering services under this solicitation are hereby notified of the following requirements:

- A. E-Verify Registration: Prior to entering into a contract, the awarded firm must be registered with the E-Verify system operated by the U.S. Department of Homeland Security.
- B. Verification of Employment Eligibility: The firm must use E-Verify to confirm the employment eligibility of all newly hired employees assigned to perform work under the contract.
- C. Affidavit Requirement: The awarded firm must submit an affidavit affirming that it does not employ, contract with, or subcontract with unauthorized aliens.
- D. Subconsultant Compliance: Any subconsultants engaged by the awarded firm must also comply with E-Verify requirements and provide similar affidavits.
- E. Documentation and Retention: The firm must retain documentation of E-Verify verification for each new hire for a minimum of three years and make such records available upon request.
- F. Noncompliance Penalties: Failure to comply with these requirements may result in contract termination, ineligibility for future public contracts, and financial penalties as provided by law.

By submitting qualifications, the firm acknowledges awareness of and intent to comply with these statutory obligations upon award.

**23. SCRUTINIZED COMPANIES**

- A. As required by Florida Statutes, Section 287.135(5), for contracts of \$1,000,000 or less, the CONSULTANT shall certify on a form provide by the DISTRICT, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, Section 215.4725, and that it is not engaged in a boycott of Israel.
- B. As required by Florida Statutes, Section 287.135(5), for contracts of \$1,000,000.00 or more, the CONSULTANT shall certify on a form provided by the DISTRICT, that all of the following are true:
  - i) It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, Section 215.4725, and that it is not engaged in a boycott of Israel; and
  - ii) It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to Florida Statutes, Section 215.473; and
  - iii) It is not engaged in business operations in Cuba or Syria.
- C. If the CONSULTANT provides a false certification, has been placed on one of the above-noted Lists of Scrutinized Companies, or has engaged in business operations in Cuba or Syria, the CONSULTANT will be in breach of this Agreement and the DISTRICT may terminate the Agreement.

D. PENALTY:

- i) A CONSULTANT that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of the Agreement, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and
- ii) Shall be ineligible to bid on any contract with the DISTRICT for three (3) years after the date the DISTRICT determined that the CONSULTANT submitted a false certification.

24. **FORCE MAJEURE**

A. Should performance of any obligation created under this Agreement become illegal or impossible by reason of:

- i) A strike or work stoppage, unless caused by a negligent act or omission of either Party;
- ii) An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;
- iii) An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;
- iv) A declared emergency of the federal, state, or local government; or
- v) Any other like event that is beyond the reasonable control of the non-performing party;

Then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided that:

- vi) The non-performing party provides written notice within five (5) days of the event of *force majeure*, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has precluded the non-performing party from performing, and the means and methods for correcting the delay; and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Agreement;
- vii) The excuse of performance is no greater in scope or duration than required by the event of *force majeure*;
- viii) No obligations of either party that arose before the *force majeure* are excused as a result of the event of

6. force majeure; and

- ix) The non-performing party uses all reasonable diligence to remedy its inability to perform.

B. Economic hardship of a party does not constitute an event of *force majeure*. A party will not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence.

C. The non-performing party's affected obligations under this Agreement will be temporarily suspended during, but not longer than, the continuance of the event of *force majeure* and a reasonable time thereafter as may be required to commence or resume performance of its obligations. Notwithstanding the above, performance shall not be excused under this Section for a period exceeding two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term.

D. The term of the Agreement will be extended by a period equal to that during which the non-performing party's performance is suspended under this Section.

## 25. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement. The CONSULTANT further certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the contract or agreement are accurate, complete, and current as of the date of the Agreement. For the breach or violation of this provision, DISTRICT shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

## 26. MISCELLANEOUS

- A. Authority to Execute Agreement. The signature by any person to this Agreement shall be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.
- B. Binding Effect/Counterparts. By the signatures affixed hereto, the Parties intend to be bound by the terms and conditions hereof. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts.
- C. Governing Law and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Charlotte County or Sarasota County, Florida and the United States District Court for the Middle District of Florida.
- D. No Agency. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the Parties, it being understood and agreed that no provision contained herein, or any acts of the Parties shall be deemed to create any relationship between them other than that as detailed herein.
- E. Severability. In the event any court shall hold any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach by the other party.
- F. Complete Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. This Agreement supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter.
- G. Non-Discrimination. The DISTRICT does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities, or services. The CONSULTANT shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date stated in the preamble of the Agreement:

ATTEST:	CONSULTANT
By: _____	By: _____
Name: _____	Name: _____
	Title: _____

ATTEST:	ENGLEWOOD WATER DISTRICT
By: _____	By: _____
Secretary to the Board	Chair, Board of Supervisors

Approved as to Form and Legality

By: \_\_\_\_\_  
Robert Berntsson, District’s Attorney



## SECTION 7: FEMA PROVISIONS

### 1. DISPUTE RESOLUTION:

1.1 In the event of a dispute or claim arising out of this Contract, the parties may agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Sarasota County, Florida, with the parties sharing equally in the cost of such mediation.

1.2 In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

1.3 The venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Contract shall be in the state courts of Sarasota County, Florida, which shall have subject matter jurisdiction and personal jurisdiction over each of the parties to the Contract.

1.4 The parties agree to waive all rights to trial by jury for any litigation undertaken concerning this Contract.

1.5 This Contract and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

1.6 Unless otherwise agreed in writing, the CONSULTANT shall be required to continue its services and all other obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

### 2. EQUAL EMPLOYMENT OPPORTUNITY

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

2.1 The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONSULTANT 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, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

2.3 The CONSULTANT 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 CONSULTANT's legal duty to furnish information.

2.4 The CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONSULTANT's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

2.5 The CONSULTANT 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.

2.6 The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

2.7 In the event of the CONSULTANT's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONSULTANT may be declared ineligible for further Government 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.

2.8 The CONSULTANT will include paragraph 1 and the provisions of paragraphs 1.1 through 1.8 in every subcontract or purchase order unless exempted by rules, regulations, or order 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 CONSULTANT will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions of noncompliance: Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor as a result of such direction, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

### **3. MAINTENANCE OF RECORDS**

3.1 The CONSULTANT will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices, and materials provided and performed pursuant to the requirements of this agreement. Said records and documentation will be retained by the CONSULTANT for a minimum of five (5) years from the date of termination of this agreement, or for such period is required by law.

3.2 The CONSULTANT shall provide when requested, access by the District, Federal granting agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

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

3.4 The CONSULTANT agrees to provide the grant agency Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

3.5 The CONSULTANT shall retain all records associated with this solicitation and any agreements that are created in response to the solicitation for a period of no less than five (5) years after final payments and all other pending matters are closed.

3.6 The CONSULTANT and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the District deems necessary during the period of this agreement, and during the period as outlined in the paragraphs above; provided, however, such activities shall be conducted only during normal business hours of the CONSULTANT and at the expense of the District.

**4. CONTRACT WORK HOURS & SAFETY STANDARDS ACT (29 C.F.R. § 5.5 (b)(1)-(5)):**

4.1 Overtime requirements. No CONSULTANT 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.

4.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause outlined in paragraph (b)(1) of this section the CONSULTANT and any subcontractor responsible therefore shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such CONSULTANT and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or territory, to such District or 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 outlined in paragraph (b)(1) of this section, in the sum of \$32 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 outlined in paragraph (b)(1) of this section.

4.3 Withholding for unpaid wages and liquidated damages.

4.3.1 Withholding Process. The District 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 CONSULTANT so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime CONSULTANT or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph 2.2 of this contract, any other Federal contract with the same prime CONSULTANT, 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 CONSULTANT (as defined in § 5.2). The necessary funds may be withheld from the CONSULTANT under this contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime CONSULTANT, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the CONSULTANT liability for which the funds were withheld.

4.3.2 Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

- (A) A CONSULTANT's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its procurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a CONSULTANT, or a CONSULTANT's bankruptcy estate;
- (D) A CONSULTANT's assignee(s);

(E) A CONSULTANT's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4.4 Subcontracts. The CONSULTANT or Subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)1 through (5) of this section and clause requiring subcontractors to include these clauses in any lower tier subcontracts. The prime CONSULTANT is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)1 through (5). In the event of any violations of these clauses, the prime CONSULTANT, 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.

4.5 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:

4.5.1 Notifying any CONSULTANT 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;

4.5.2 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;

4.5.3 Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

4.5.4 Informing any other person about their rights under CWHSSA or this part.

**5. HOMELAND SECURITY ACQUISITION REGULATION CLASS DEVIATION 15-01 CLAUSES**

"Safeguarding of Sensitive Information" and "Information Technology Security and Privacy Training" for existing and new contracts and solicitations that have a high risk of unauthorized access to or disclosure of sensitive information. [HSAR Deviation 15-01 Rev 1 Safeguarding of CUI](#)

**6. CLEAN AIR ACT**

6.1 The CONSULTANT agrees to comply with all applicable standards, orders, or regulations issued under the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6.2 The CONSULTANT agrees to report each violation to the District and the Regional Office of the Environmental Protection Agency and understands and agrees that the District and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure notification to FEMA.

6.3 The CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**7. FEDERAL WATER POLLUTION CONTROL ACT**

7.1 The CONSULTANT 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.

7.2 The CONSULTANT agrees to report each violation to the District and the Regional Office of the

Environmental Protection Agency and understands and agrees that the District and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure notification to FEMA.

7.3 The CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## **8. SUSPENSION AND DEBARMENT**

8.1 This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONSULTANT is required to verify that none of the CONSULTANT, its 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).

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

8.3 This certification (see ATTACHMENT 9) is a material representation of fact relied upon by the awarded CONSULTANT. If it is later determined that the CONSULTANT did not comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

8.4 The CONSULTANT agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

8.5 If, at any point during the term of this contract, the CONSULTANT or any principals thereof are found to be on a federal or state debarment list, or if federal or state debarment action is initiated against the CONSULTANT or their principals during this time period, this contract shall be immediately rendered null and void.

8.6 If debarment action has been taken against any subcontractor, the CONSULTANT shall provide an alternative subcontractor within 10 days of notification. The debarred subcontractor may not work on the project.

## **9. BYRD ANTI-LOBBYING AMENDMENT**

CONSULTANTS who apply or bid for an award of \$100,000 or more shall file the required certification found at 44 C.F.R. Part 18, Appendix A. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

## **10. PROCUREMENT OF RECOVERED MATERIALS**

10.1 In the performance of this contract, the CONSULTANT 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.

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

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

#### **11. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

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

#### **12. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216 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, the District, as well as their CONSULTANTS and subcontractors, may not obligate or expend any federal award funds to:

12.1 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;

12.2 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

12.3 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.

#### **13. DOMESTIC PREFERENCES FOR PROCUREMENTS**

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

For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

#### **14. ACCESS TO RECORDS**

The CONSULTANT agrees to provide the District, 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 CONSULTANT which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

The CONSULTANT 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 recipient or subrecipient) and the CONSULTANT 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.

**15. DEPARTMENT OF HOMELAND (DHS) SECURITY SEAL, LOGO AND FLAGS**

The District and CONSULTANT must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

**16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS**

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

**17. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the recipient or subrecipient, CONSULTANT, or any other party pertaining to any matter resulting from the contract.

**18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

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

**19. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISE, AND LABOR SURPLUS AREA FIRMS:**

The CONSULTANT, if subcontracts are to be let, is required to take all necessary affirmative steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

19.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists.

19.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

19.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities or quantities to permit maximum participation by small and minority business, and women's business enterprises.

19.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

19.5 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.

19.6 Requiring the prime CONSULTANT, if subcontracts are to be let, to take the affirmative steps listed in Section 22.

## **20. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT**

The CONSULTANT grants to the DISTRICT, 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 CONSULTANT will identify such data and grant to the DISTRICT 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 CONSULTANT will deliver to the DISTRICT 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 DISTRICT.

## **21. BUILD AMERICA, BUY AMERICA ACT (BABAA) FOR ARCHITECTURAL AND/OR ENGINEERING CONTRACTS**

The CONSULTANT, subconsultants, and subcontractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117- 58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States.

## **22. PROVIDING GOOD, SAFE JOBS TO WORKERS**

Pursuant to FEMA Information Bulletin No. 520, the CONSULTANT will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, the CONSULTANT commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. The CONSULTANT acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements and will incorporate Good Jobs Principles wherever appropriate and to the greatest extent practicable.

## **23. BUY CLEAN**

The DISTRICT encourages the use of environmentally friendly construction practices in the performance of this Agreement. In particular, the DISTRICT encourages that the performance of this agreement includes considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration.

## **24. CHANGES**

Changes to any FEMA grant or federally funded cooperative agreement shall be in writing, executed by change order and the costs of any change, modification, change order or constructive change must be allowable, allocable and within the original scope of the FEMA grant or federal cooperative agreement. Changes should be reasonable and necessary for the completion of original project scope. Any changes must be permissible under state, local and federal laws. Any change recommended and accepted by both parties, in writing, will not be considered a contract breach. Modifications to alter the method, price, or schedule of the work for any reason shall be completed following the terms and provisions



of the associated contract documents. No changes to the contract documents or the performance provided shall be made unless the same are in writing and signed by both the CONSULTANT and the DISTRICT.

**25. SUBCONTRACTS**

The CONSULTANT must require compliance with all federal requirements of all subconsultants and subcontractors performing work under this Agreement, by including these federal requirements in all contracts with subconsultants and subcontractors.

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## **SECTION 8: FEDERAL CONTRACTING CLAUSES (2 CFR 200 APPENDIX II)**

### **STANDARD FEDERAL TERMS AND CONDITIONS FOR ALL CONTRACTS WITH FEDERAL FUNDS**

*The following Federal Contracting Clauses will be fully incorporated by reference into this RFQ and any contract(s) awarded as a result of this RFQ, which are supported by federal funds, in whole or in part, during the life of the contract(s).*

#### **ACCESS TO RECORDS**

1. Consultant agrees to provide the contracting entity, the grantor federal agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Consultant that are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. Consultant agrees to provide the foregoing parties or any of their authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

#### **BUY USA - DOMESTIC PREFERENCE FOR PROCUREMENTS**

1. Consultant should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this award.
2. For the 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.

#### **BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)**

1. 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 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 31U.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.
2. Consultant language used for the Byrd Anti-Lobbying Certification [can be found here](#).

#### **GENERAL CIVIL RIGHTS PROVISIONS**

In all its activities within the scope of its airport program, the Consultant agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

**Title VI Solicitation Notice:**

The District, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

**Compliance with Nondiscrimination Requirements:**

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

1. **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the District or the Federal agency to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the District or the Federal agency, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with the non-discrimination provisions of this contract, the District will impose such contract sanctions as it or the Federal agency may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the District or the Federal agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant

becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the District to enter into any litigation to protect the interests of the District. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

**Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The federal agency’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).

**CLEAN AIR ACT AND WATER POLLUTIONS CONTROL ACT PROVISIONS**

1. Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the federal Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. Consultant agrees to report each violation to the contracting entity and understands and agrees that the contracting entity will, in turn, report each violation as required to assure notification to the grantor federal agency and the appropriate Environmental Protection Agency Regional Office.
3. Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.
4. Consultant 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.
5. Consultant agrees to report each violation to the contracting entity and understands and agrees that the contracting entity will, in turn, report each violation as required to assure notification to the grantor federal agency and the appropriate Environmental Protection Agency Regional Office.
6. Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (FOR ANY CONTRACTS IN EXCESS OF \$100,000 WHEN LABORERS OR MECHANICS ARE USED)**

1. *Overtime requirements:* No Consultant 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 a 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 a workweek.
2. *Violation: liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph 1 of this section, Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. *Withholding for unpaid wages and liquidated damages.* The contracting entity 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 Consultant or subcontractor under any such contract or any other federal contract with the same prime Consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. *Subcontracts.* Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime Consultant shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

**COPYRIGHT AND DATA RIGHTS (IF APPLICABLE)**

1. 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.

2. Consultant grants to the contracting 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.
3. For data required by the contract but not first produced in the performance of this contract, Consultant will identify such data and grant to the contracting entity or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract.
4. Upon or before the completion of this contract, Consultant will deliver to the contracting 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 contracting entity.

#### **DISTRACTED DRIVING**

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

#### **FEDERAL COMPLIANCE**

Consultant acknowledges that federal funds will be used to fund all or a portion of the contract. Consultant will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives. This specifically includes, *but is not limited to*, all 2 CFR 200 requirements, and any American Rescue Plan Act (ARPA) requirements and guidance established by the United States Department of the Treasury for ARPA funding. It also includes any legal requirements applicable to the Bipartisan Infrastructure Law and Urban Area Security Initiative (UASI) funding.

#### **FEDERAL FAIR LABOR STANDARDS ACT**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

#### **FOREIGN TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror

—

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
  - 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR;
- and

- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Consultant must provide immediate written notice to the Owner if the Offeror/Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subcontractors provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

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 provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the federal agency may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the Federal Government.

#### **CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

#### **Certifications**

- 3) The applicant represents that it is ( ☐ ) is not ( ☐ ) a corporation that has 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.

- 4) The applicant represents that it is ( ☐ ) is not ( ☐ ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

#### Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the District has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the federal agency, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

#### Term Definitions

**Felony conviction:** Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

**Tax Delinquency:** A tax delinquency is 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.

#### **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (HUAWEI AND ZTE) (IF APPLICABLE)**

Consultant is 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.

#### **PROCUREMENT OF RECOVERABLE MATERIALS**

1. In the performance of this contract, Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  - a. Competitively within a timeframe providing for compliance with the contract performance schedule;



- b. Meeting contract performance requirements; or
  - c. At a reasonable price.
- 2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
- 3. Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**PUBLICATIONS CLAUSE (FOR AMERICAN RESCUE PLAN ACT "ARPA" FUNDS)**

Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

**RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (IF APPLICABLE)**

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

**SUSPENSION OR DEBARMENT**

- 1. No contract will be awarded to a Consultant or any party that is debarred from working on federally funded projects, as listed on the government-wide exclusions list in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov), in accordance with the OMB guidelines at 2 C.F.R. Part 180.
- 2. This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, Consultant is required to verify that none of Consultant'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).
- 3. Consultant must comply with 2 C.F.R. Part 180, subpart C and 2 C.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.
- 4. This certification is a material representation of fact relied upon the contracting entity. If it is later determined that Consultant 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 the contracting entity, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
- 5. 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.