

PUBLIC NOTICE

REQUEST FOR QUALIFICATIONS [REDACTED] PROFESSIONAL SERVICES
Sanibel Island Fire & Rescue District

Sanibel Island Fire & Rescue District (SFRD) seeks Proposals from experienced and qualified architects and/or engineers (A&E), to provide full-service A&E evaluations, designs and construction administration services. The scope of the project is more fully described in Section 2, "RFQ Scope of Services" for the Request for Qualifications (RFQ) documents. This RFQ is issued pursuant to Section 287.055 of the Florida Statutes, the "Consultants Competitive Negotiation Act" (CCNA).

All references to Florida Statutes and other laws/regulations will be interpreted to include "as amended from time to time."

Request for Qualifications [REDACTED] documents may be obtained on or after **January 24, 2023** from the SFRD webpage (<https://www.sanibelfire.com/>) and social media.

Completed Proposals must be delivered to SFRD, 2351 Palm Ridge Rd, Sanibel FL 33957 by or no later than 2:00 PM EST, on February 17, 2023, ("Proposal Submission Due Date"). Any Proposals received after the Proposal submission due date or delivered to a different address, department, or location will not be considered.

It is the sole responsibility of Proposers to ensure receipt of all addenda. It is recommended that firms check the SFRD website and social media for updates through the issuance of addenda.

SFRD has scheduled a **Voluntary Pre-Proposal Conference, on February 7, 2023, at 9:00 AM EST, at 2351 Palm Ridge Rd, Sanibel FL 33957.** Attendance is strongly encouraged, but not required. At the discretion of SFRD, attendance may be offered via video conference.

SFRD reserves the right to accept any Proposals deemed to be in the best interest of SFRD to waive any minor irregularities, scrivener's errors, minor omissions, minor deviations, and/or technicalities in any Proposals, or to reject any or all Proposals and to re-advertise for new Proposals, in accordance with the applicable sections of the Florida Statutes and this RFQ. The responsibility for submitting a Proposal before the stated time and date is solely and strictly that of the Proposer. SFRD is not responsible for any delayed, late, lost, misdelivered, or non-delivered Proposals, no matter the cause.

Proposers are advised that proposals submitted with irregularities, deficiencies, and/or technicalities that deviate from the minimum qualifications, experience, and submission requirements of a RFQ shall result in a non-responsive determination. Only minor irregularities, deficiencies, and technicalities may be allowed to be timely cured by Proposers at the sole discretion of SFRD. Material irregularities, deficiencies, and technicalities cannot be cured by the Proposer, and are not waivable by SFRD.

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SECTION 1 INTRODUCTION TO REQUEST FOR QUALIFICATIONS

1.1 INVITATION

Sanibel Fire & Rescue District (SFRD) seeks Proposals from experienced and qualified architects and/or engineers (A&E) to provide full-service A&E evaluation, design and construction administration services as described in Section 2, "RFQ Scope of Services". This Request for Qualifications (RFQ) is issued pursuant to Section 287.055 of the Florida Statutes, the "Consultants Competitive Negotiation Act" (CCNA). All references to Florida Statutes and other laws/ regulations will be interpreted to include "as amended from time to time."

Copies of this solicitation are available on the SFRD webpage: www.sanibelfire.com. For purposes of this RFQ, the words:

1. "Proposal" is defined to mean the completed written and properly signed submission in response to this RFQ by a Proposer.
2. "Proposer" is defined to mean the entity submitting a Proposal in response to this RFQ.
3. "Procurement Manager" is defined to mean the SFRD Fire Chief, or his designee, acting in the scope of authority of the Procurement Manager as defined in Section 1300.2 of the SFRD District Procurement Policy.

Throughout this RFQ, the phrases "must" and "shall" will denote mandatory requirements. Any Proposal that does not meet the mandatory requirements is subject to immediate disqualification.

1.2 SUBMISSION OF PROPOSALS

Sealed written Proposals must be received by SFRD no later than the date, time, and at the location indicated in Section 4.3, "Proposal Submission Date and Location", in order to be considered. Proposals can be hand-delivered or sent by mail, common carrier (e.g. UPS, FedEx), or courier. Faxed documents are not acceptable. Three unbound, tabbed, original hard copies and one copy in digital format (preferably on a USB drive) in .pdf file format of the Proposer's Proposal must be timely received by the Proposal submission due date, or the Proposal will be disqualified. Untimely or misdelivered submittals will not be considered. Untimely or misdelivered submittals will not be considered.

1.3 VOLUNTARY PRE-PROPOSAL CONFERENCE

Voluntary Pre-Proposal Conference, on February 7, 2023, at 9:00 AM EST, at 2351 Palm Ridge Rd, Sanibel FL 33957. Prospective Proposers are strongly encouraged to attend this meeting to obtain information relative to the RFQ.

1.4 CONE OF SILENCE

The Cone of Silence shall be applicable to this Request for Qualifications for Professional Services.

"Cone of Silence" is defined to mean a prohibition on:

- a) communication regarding this Request for Qualifications between a potential Proposer and any lobbyist, attorney, or consultant retained by the Proposer (the "Proposer Team") and the SFRD Board of Commissioners or their respective staff, and any staff member or consultant of the SFRD; ;
- b) any communication regarding this RFQ between the Proposer Team and any member of the

selection/evaluation panel.

Notwithstanding the foregoing, the Cone of Silence shall not apply to:

- a) communication between the Proposer Team and the Procurement Manager and/or SFRD Attorney;
- b) communication between the Proposer Team and the SFRD Procurement Manager and/or Board of Commissioners; provided that such communications are initiated by the SFRD Procurement Manager and/or Board of Commissioners;
- c) oral presentations before selection/evaluation panel and communication occurring on the records during duly noticed public meetings of selection/evaluation panels;
- d) competitive negotiation meetings held by the Procurement Manager;
- e) public presentations made to the SFRD Board of Commissioners and communication occurring on the record during any duly noticed public meeting;
- f) contract negotiation meetings held by the Procurement Manager.

Procedure.

- a) Imposition. A Cone of Silence is hereby imposed when the solicitation is advertised in a newspaper of general circulation.
- b) Termination. Except as otherwise provided herein, the Cone of Silence shall terminate at the time the Procurement Manager provides a written recommendation to the SFRD Board of Commissioners, provided however, that if the SFRD Board of Commissioners refers the recommendation back to the Procurement Manager for further review, the Cone of Silence shall be reimposed until such time as the Procurement Manager's subsequent written recommendation is received by SFRD Board of Commissioners.

Penalties.

Violation of the Cone of Silence may disqualify the Proposer, and the Proposal may be rejected and not considered for award. A violation of this section by a Proposer Team may subject the Proposer to potential debarment from performing future work from SFRD for a period of time; such time period would be determined by the SFRD.

1.5 ADDITIONAL INFORMATION OR CLARIFICATION

Requests for additional information or clarifications must be made in writing. Proposers may e-mail their requests for additional information or clarifications to kbarbot@sanibelfire.com.

Any request for additional information or clarification must be received in writing **no later than 2:00PM on February 6, 2023**. Late or misdelivered requests for additional information or clarification may not receive a response in the subsequent addendum.

SFRD will issue responses to inquiries received and any other corrections or amendments it deems necessary via written addenda, prior to the Proposal submission date. Proposers should not rely on any representations, statements, or explanations, other than those made in this RFQ and in any written addenda to this RFQ. Where there appears to be a conflict between the RFQ and any

addenda issued, the last addendum issued shall prevail.

Addenda will only be made available on SFRD webpage, and it is the Proposer's sole responsibility to assure its review and receipt of all addenda. Prior to submitting the Proposal, the Proposer should check SFRD website and social media for all addenda: www.sanibelfire.com

1.6 AGREEMENT TERMS AND CONDITIONS

The Proposer(s) selected to render the services requested herein (Successful Proposer(s)) shall be required to execute a Professional Services Agreement (Agreement) with SFRD (see Section 6.5 Sample Agreement). Certain provisions of the Agreement are non-negotiable. These include, without limitation, applicability, and compliance with applicable laws (e.g., Federal and State Statutes, County and City Codes), venues, hold harmless, indemnity and insurance, payment and performance bond(s) (if required), professional liability insurance, and cancellation for convenience or due to lack of funding, by SFRD.

1.7 AWARD OF AGREEMENT

The Agreement may be awarded to the Successful Proposer(s) for the Project by the SFRD Board of Commissioners, following a written recommendation by the SFRD Procurement Manager, based upon the qualification requirements reflected herein. The SFRD Board of Commissioners may accept or reject the recommendation by the SFRD Procurement Manager and award the Agreement to the Proposer it deems best qualified and suited for the work herein. SFRD reserves the right to execute or not execute, as applicable, an Agreement with the Successful Proposer, when it is determined to be in SFRD's best interest. SFRD does not warrant any award will be made, or any Agreement will be satisfactorily negotiated to be acceptable to SFRD, and the Proposer. The award and execution of an Agreement shall comply with the CCNA, Section 287.055 of the Florida Statutes, as amended.

1.8 AGREEMENT EXECUTION

By submitting a Proposal, the Proposer agrees to be bound to and execute the Agreement, in the form furnished by SFRD, for the work requested herein. Upon commencement of the Agreement negotiation process, and without diminishing the foregoing, the Proposer may request clarification and submit comments concerning the Agreement for SFRD's consideration. None of the foregoing shall preclude SFRD, at its option, from seeking to negotiate changes to the Agreement during the negotiation process.

SFRD shall require the Successful Proposer to provide for itself and its sub-consultants, if any, all of the following documentation to support the price Proposal, if applicable, as a condition precedent to the execution of an Agreement.

1.8.1 Current financial statement(s), preferably an audited financial statement(s) prepared by a Certified Public Accountant (CPA), for the most recently completed fiscal year clearly showing the costs (not percentage) of direct labor, indirect labor, fringe benefits, general administrative costs and overhead, and a statement of profit and/or operating margin.

1.8.2 Raw labor rates by labor or professional classification certified as accurate by an officer of the company.

1.8.3 Breakdown of the fee by task/labor classification and raw or billable hourly rate/number of hours. Updated information reflecting information resulting from the negotiation of the Agreement.

1.8.4 A copy of a current Notice of Qualification letter from the Florida Department

of Transportation (“FDOT”), *if applicable*.

1.9 UNAUTHORIZED WORK

The Successful Proposer shall not begin work until SFRD issues a written Notice to Proceed (NTP). The NTP shall constitute SFRD’s authorization to begin work. Any unauthorized work performed by the Successful Proposer, prior to receiving the NTP, or during the Agreement term, shall be deemed non-compensable by SFRD and at the Proposer’s sole risk and expense. The Successful Proposer shall not have any recourse against SFRD for prematurely performing unauthorized work.

1.10 SUBMITTAL INSTRUCTIONS

Careful attention must be given to all requested items contained in this RFQ. Proposers are invited to submit Proposals in accordance with the requirements of Section 4, “Instructions for Submitting a Proposal”. Proposers shall make the necessary entries in all blanks on the forms provided for inclusion in the Proposer’s Proposal. Proposals shall be submitted in sealed envelopes or packages, with the RFQ number, title, and opening date clearly noted on the outside of the envelopes or packages.

1.11 CHANGES/MODIFICATIONS/ALTERATIONS

The Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal or withdraw a Proposal at any time prior to the Proposal Submission due date. All modifications or withdrawals shall be made in writing to SFRD, 2351 Palm Ridge Rd, Sanibel FL 33957. Oral submissions or modifications are prohibited, and they will be disregarded. Written modifications will not be accepted after the Proposal Submission due date. SFRD will only consider the latest version of the Proposal.

1.12 SUB-CONSULTANT(S)/SUB-CONTRACTOR(S)

For purposes of this RFQ, the terms “Sub-Consultant” and “Sub-Contractor” are used interchangeably. A Sub-Consultant or Sub-Contractor is defined to mean any individual, firm, entity, or organization, other than the employees of the Proposer, who has or will have a contract with the Proposer to assist in the performance of services required under this RFQ. A Sub-Consultant shall be paid directly by the Proposer and shall not be paid directly by SFRD. The Proposer must clearly identify in its Proposal the Sub-Consultants to be utilized in the performance of required services. SFRD retains the right to accept or reject any Sub-Consultant proposed in accordance with Section 3.5, “Minimum Qualification and Experience Requirements,” and Section 4.1, “Submission Requirements, or proposed prior to execution of the Agreement”. All liabilities regarding the use of a Sub-Consultant shall be borne solely by the Successful Proposer, and insurance for each Sub-Consultant must be approved by SFRD and maintained in good standing throughout the duration of the Agreement. Neither the Successful Proposer nor any of its Sub-Consultants are considered employees, partners, affiliates, or agents of SFRD. Failure to list all Sub-Consultants and provide the required information may disqualify any unidentified Sub-Consultants from performing work under this RFQ. Proposers shall include in their Proposal the requested Sub-Consultant information and all relevant information required of the Proposer.

After Proposal submittal, Proposers are expressly prohibited from substituting any Sub-Consultant or Sub-Contractor contained in their Proposal. Just cause and prior written approval by the SFRD Procurement Manager or authorized designee are required for the substitution of any Sub-Consultants. If approved, SFRD reserves the right to request additional required documentation as specified in the RFQ. If SFRD does not accept the proposed change(s), the Proposal may be rejected and not considered for the award.

1.13 DISCREPANCIES, ERRORS, AND OMISSIONS

Any discrepancies, errors, or ambiguities in the RFQ or addenda should be reported in writing. If applicable, SFRD will issue a written addendum to the RFQ clarifying such conflicts or ambiguities. It is agreed that any such alleged discrepancies, errors, or omissions will not be construed against the drafting party.

1.14 DISQUALIFICATION

This RFQ requires the use and submission of specific forms, additional documents, and information. Failure to use the provided forms may result in the Proposal being deemed non-responsive, and the Proposal may not be further considered for award. Modification of, retyping, or any alterations to the forms may also result in the Proposal being deemed non-responsive. Additional pages, where indicated, may be included without re-use of the original form.

SFRD reserves the right to disqualify Proposers upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer. SFRD also reserves the right to waive any immaterial defect or informality in any Proposal, to reject any or all Proposals in whole or in part, or to reissue this RFQ.

Any Proposer who submits in its Proposal any information that is determined by SFRD, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect, may be disqualified from consideration for award of the Agreement.

Any Proposal submitted by a Proposer who has been debarred by a federal, State of Florida, or local public entity within the past five years, or is on the convicted vendor list per Section 287.133 of the Florida Statutes, may be rejected as non-responsive/non-responsible and may not be considered as eligible for award.

Prior to award of the Agreement, the above requirements must be met, and is a condition that must be maintained during the term of the Agreement.

1.15 PROPOSER'S EXPENDITURES

Proposers understand and agree that any expenditure incurred in the preparation and submittal of Proposals, or in the performance of any services requested by SFRD in connection with the Proposals for this RFQ, are exclusively at the expense of the Proposers. SFRD shall not pay or reimburse any expenditure, or any other expense incurred by any Proposer in preparation of a Proposal, and/or anticipation of Agreement award, and/or to maintain the approved status of the Successful Proposer if an Agreement is awarded, and/or administrative or judicial proceedings resulting from the solicitation process. The Proposer agrees to these terms by submission of a Proposal.

1.16 EXECUTION OF PROPOSAL

The Proposal must be manually and duly signed in legible ink by an authorized corporate officer, principal, or partner, as applicable, with an original signature in full. When a firm is the Proposer, the Proposal shall be signed in the name of the firm by one or more of the partners in legible ink with an original signature in full. When a corporation is the Proposer, the officer signing shall set out the corporate name in full, beneath which he/she shall sign his/her name, give the title of his/her office and affix the corporate seal. Anyone signing the Proposal as an agent must file with it adequate legal evidence of signature authority to act on behalf of and bind the Proposer; otherwise, the Proposal may be rejected as non-responsive. Proposers who are corporations shall furnish their Proposal to SFRD with a copy of their authorization to transact business in the State of Florida. Failure to submit promptly this evidence of qualification to do business in the State of Florida may be a basis for rejection of the Proposal.

The Proposer understands that submitting a Proposal to this RFQ does not constitute an Agreement or contract between SFRD and the Proposer. The Proposer has no contract right or expectation by submitting to SFRD a response to this RFQ.



SECTION 2 RFQ SCOPE OF SERVICES

2.1 PURPOSE

SFRD is seeking to select a minimum of three qualified and experienced architectural and/or engineering firms to provide full-service A&E evaluation as well as design and construction administration services for fire station #172 on Sanibel Island. Selected Proposer(s) will be given an opportunity to bid on both Project Phases as outlined in Section 2.3, "Scope of Services".

2.2 PROJECT DESCRIPTION

In 2022, Hurricane Ian significantly damaged SFRD Fire Station No.172, such that the flood plain manager has determined that the facility is substantially damaged. As such, the facility must be repaired or rebuilt in such a manner to comply with all relevant and current local, state, and federal regulations.

This RFQ is limited to the work described in Section 2.3, "Scope of Services".

2.3 SCOPE OF SERVICES

The Scope of Services will be broken into two phases, each requiring a separate proposal to comply with relevant Federal, State, and Local procurement laws, regulations, policies and procedures. The firm awarded in Phase 1 will not be permitted to submit a bid for Phase 2. Up to three firms, selected through this RFQ, will be invited to bid on both Scope of Services Phases.

Phase 1 – Evaluation Services/Feasibility Study

The Successful Proposer will develop a feasibility study to determine whether Fire Station No. 172 can be repaired and remediated cost-effectively or whether a new facility should be built to comply with all relevant Federal, State, and Local laws, codes and regulations. Once the SFRD Board of Commissioners has evaluated the feasibility study, a decision will be made to repair/remediate or build a new facility.

Phase 2 – Design and Construction Administration Services

After the feasibility study has been reviewed by the Board of Commissioners and a course of action approved, a competitive solicitation will be issued to the Proposer(s) selected through this RFQ, to develop a complete plan in order to repair/remediate or replace the existing structure based on the direction of the Board. The successful Proposer of Phase 2 will be asked to produce a fixed priced proposal/bid that includes the following:

1. Organize and support the overall scoping, planning, design, and construction administration of the new SFRD facility.
2. Provide a detailed project plan including the project team, roles and responsibilities, deliverables list, milestones schedule, and progress reporting.
3. Establish a standing meeting with the Procurement Manager to provide project updates on a reoccurring frequency.
4. Engage with SFRD staff, committee members, and the Board of Commissioners to develop and communicate the facility's conceptual designs.

5. Provide detailed design and documentation of the new facility, including site planning, permitting, building design, documentation, and geotechnical soil evaluations for both the site and building design. This may include incorporating mitigation and innovative energy efficiencies into the design.
6. Create cost estimates throughout the design process resulting in a comprehensive estimate that incorporates hard construction costs, soft costs, contingencies, mitigation, in addition to other potential costs.
7. Provide a written scope of work and prepare bid documentation for the solicitation of a contractor for construction contract in compliance with local, state, and federal regulations. This project may be funded, in part, through FEMA grant funding; compliance is required. This is a “design-bid-build” project.
8. Provide all documents (both hard and digital) including plans, drawings, permits, estimates, graphics, sketches, renderings, and other necessary information for the successful completion of the facility. This includes a final set of original reproducible drawings and specifications, digital files of the drawings and specifications, and five sets of drawings, three of which shall be signed and sealed.
9. All designs must be in accordance with all applicable federal, local, and state standards, and local codes and laws including any specialized requirements for educational facilities.
10. Provide construction administration services necessary to complete the new facility. This includes inspections, review of pay applications, testing, and reporting.

This RFQ is being issued for the development of the design and construction administration phases of the Project.
This RFQ does NOT include the construction phase related to this Project.
The construction phase related to this Project will be procured through a future solicitation process, separate and independent from this RFQ.

2.4 PROPOSED TEAM / KEY PERSONNEL

The Successful Proposer shall serve as the managing agent for all disciplines required for the Project. The Successful Proposer’s work shall be directed by key personnel employed directly by the Successful Proposer/Prime Consultant, as described in this RFQ document, and shall consist at a minimum of the following disciplines:

- Lead Architect/Engineer

In addition to the Key Personnel listed above, the Successful Proposer’s team must have the following required personnel, either through its staff or the staff of any Sub-Consultant/Sub-Contractor:

- Civil, Structural, Mechanical, Electrical, and Plumbing Engineers
- CADD Technician
- Cost Estimator

The Successful Proposer shall designate a primary lead individual, who will be referred to as the “Lead Architect/Engineer”, to lead all design efforts for the Project. The Successful Proposer shall directly employ the Lead Architect/Engineer. All key and required personnel I shall meet the relevant minimum qualification requirements specified in Section 3.5, “Minimum Qualification Requirements.”

Note: As further detailed in the ensuing Agreement, the work may be amended from time to time. SFRD, acting by and through its Fire Chief, is the authorized designee; the Board of Commissioners prior to issuance of any notice to proceed, or at other reasonable intervals decided by SFRD Fire Chief, may elect at SFRD's discretion, to proceed with the work on a phased basis. A detailed scope of work will be developed by SFRD for each work order issued.



SECTION 3 RFQ GENERAL CONDITIONS

3.1 ACCEPTANCE/REJECTION

SFRD reserves the right to accept any or all Proposals that best meet the criteria in the solicitation or reject any or all Proposals and re-advertise. SFRD also reserves the right to reject any Proposer(s) who previously failed to perform properly under the terms and conditions of a SFRD contract, to deliver on time any contracts with SFRD, and/or who does not have the capacity to perform the requirements defined in this RFQ.

PROPOSALS SUBMITTED WITH IRREGULARITIES, DEFICIENCIES, AND/OR TECHNICALITIES THAT DEVIATE FROM THE MINIMUM QUALIFICATIONS AND SUBMISSION REQUIREMENTS OF THIS RFQ SHALL RESULT IN A NON-RESPONSIVE DETERMINATION.

SFRD will not consider the curing of any Proposals that fail to meet the minimum qualifications and submission requirements of this RFQ. Proposer understands that non-responsive Proposals will not be evaluated and, therefore, will be eliminated from the evaluation/selection process.

SFRD, at its sole discretion, may waive minor informalities, technicalities, minor irregularities, or deficiencies, and request additional information/clarification for the services specified in this RFQ, and may withdraw and/or re-advertise the RFQ.

3.2 LEGAL REQUIREMENTS

This RFQ is subject to all applicable federal, state, county, city, and local laws, codes, ordinances, rules, and regulations, loan documents, funding, and grant agreements that in any manner affect any and all of the services covered herein. Lack of knowledge by the Proposer shall not be cause for relief from responsibility for compliance with these requirements. Proposer shall fully comply with all applicable federal, state, county, city, and local laws, codes, ordinances, rules, and regulations, all loan, funding, and grant requirements. The foregoing will be considered as part of the basic duties of performance of the Proposer under the Agreement.

3.3 NON-APPROPRIATION OF FUNDS

In the event insufficient funds are appropriated, and budgeting or funding is otherwise unavailable or not allocated in any fiscal period for the Agreement, SFRD shall have the unqualified right to terminate the work order(s) and/or the Agreement, upon written notice to the Successful Proposer, without any penalty or expense to SFRD or recourse against SFRD. No guarantee, promise, warranty, or representation is made that any work, work order(s), or any project(s) will be assigned to the Successful Proposer.

3.4 LICENSE REQUIREMENT

Proposers shall comply with all applications that federal, state, county and local licensing requirements.

3.5 MINIMUM QUALIFICATIONS AND EXPERIENCE REQUIREMENTS

SFRD is seeking to procure a qualified architectural or engineering firm with experience in completing the scope of work as more fully described in Section 2. The Proposer shall, as of the Proposal submission due date, have the following mandatory minimum qualifications and experience:

- 3.5.1** Have been licensed, registered, and practicing as an architecture and/or engineering firm authorized to conduct business in the State of Florida for the last three years under its current business name; and

3.5.2 Possess a minimum of three years of professional experience with providing similar type services as described in Section 2.3, "RFQ Scope of Services"; and

3.5.3 Employ a team member who has been licensed and practicing as an architect under Title XXXII, Regulation of Professions and Occupations, Florida Statutes, Chapter 481, "Architecture, Interior Design, and Landscape Architecture," or as an engineer under Title XXXII, Regulation of Professions and Occupations, Florida Statutes, Chapter 471, "Engineering," as applicable to the named profession, for a minimum of three years, who shall serve as the Lead Architect/Engineer, who shall be the primary lead for all design efforts of this Project, and who shall be directly employed by the Proposer; and

3.5.4 Have team members who have been licensed and practicing as Civil Engineers, Structural Engineers, and Mechanical, Electrical and Plumbing (MEP) Engineers, under Title XXXII, Regulation of Professions and Occupations, Florida Statutes, Chapter 471, "Engineering", as applicable to the named profession, for a minimum of three years; and

3.5.5 Have a team member who has been practicing as CADD Technician for a minimum of three years; and

3.5.6 Have a team member who has been practicing as a Cost Estimator for a minimum of three years.

Failure to meet the above-stated mandatory minimum requirements may result in the rejection of the Proposer's submittal as non-responsive.

Additionally, Proposers shall provide information on:

3.5.7 Proposer's qualifications and experience, including at least three completed or ongoing projects similar in size, scope, and complexity to the Project described in this RFQ, within the past three years and should show documented experience working with and developing projects for Fire Department and Emergency Medical facilities; and

3.5.8 The Lead Architect/Engineer's qualifications and experience, including at least three completed or ongoing projects similar in size, scope, and complexity to the Project described in this RFQ, currently ongoing or completed within the past three years; and

3.5.9 The Civil Engineer's, Structural Engineer's, and MEP Engineer's resumes that reflect their education, qualifications, and experience including, preferably, at least one completed or ongoing project similar in size, scope, and complexity to the Project described in this RFQ, within the past three years; and

3.5.10 The CADD Technician's resume that reflects their education, qualifications, and experience including, preferably, at least one completed or ongoing project similar in size, scope, and complexity to the Project described in this RFQ, within the past three years; and

3.5.11 The Cost Estimator's resume that reflects their education, qualifications, and experience including, preferably, at least one completed or ongoing project similar in size, scope, and complexity to the Project described in this RFQ, within the past three years.

Proposals that do not completely adhere to all requirements may be considered non-responsive and

disqualified; see Section 4, "Instructions for Submitting a Proposal", for further directions. SFRD may consider a Proposal responsive where a Proposer has less than the stipulated minimum number of years of experience solely, where the Proposer has undergone a name change and such change-of-name has been filed with the State of Florida, or where the Proposer was a subsidiary of a larger firm and the Proposer's firm has been merged into the larger firm. Proposers should include documentation substantiating the above-stated name change and/or merger as part of its Proposal for SFRD to consider crediting the years of experience from the Proposer under its previous name, if applicable. Failure to include such documentation with the Proposal may result in the Proposal being deemed non-responsive.

3.6 COMPLIANCE WITH LAWS, REGULATIONS, AND EXECUTIVE ORDERS

This Project may be funded with federal financial assistance from the Federal Emergency Management Agency (FEMA). The Selected Proposer must comply with all applicable federal laws, regulations, executive orders, and FEMA requirements. Per 2 C.F.R. § 200.326, the Agreement must contain all applicable required contract provisions listed in Section 6.5.1 of this RFQ in accordance with Appendix II to 2 C.F.R. Part 200.

3.7 PUBLIC ENTITY CRIMES

In accordance with Florida Statutes Section 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: a) submit a response on a contract to provide any goods or services to a public entity; b) submit a response on a contract with a public entity for the construction or repair of a public building or public work; c) submit responses on leases of real property to a public entity; d) be awarded or perform work as a contractor, design-builder, supplier, subcontractor, or consultant under a contract with any public entity; and e) transact business with any public entity in excess of the threshold amount of \$35,000.00 provided in Florida Statutes Section 287.017, CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Proposer shall result in rejection of the Proposal, cancellation of the Agreement (if awarded), and may result in Proposer's debarment.

3.8 RESOLUTION OF PROTESTS

Any actual or prospective contractual party who feels aggrieved in connection with the solicitation or award of a contract may submit a notice of intent to protest in writing to the Procurement Manager in accordance with Section 1300.7 of the SFRD Procurement Policy. Notice of Intent to Protest must be made no later than three (3) business days after the award of the contract or after this RFQ is posted on the SFRD website followed by a formal written protest submitted within 10 days of the notice. Failure of a party to timely file a Notice of Intent to Protest and/or the Protest, shall constitute a forfeiture of such party's right to file a protest. THERE WILL BE NO EXCEPTIONS MADE TO THIS REQUIREMENT.

3.9 REVIEW OF PROPOSAL FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if it is responsive to the submission requirements outlined in the RFQ. A "responsive" Proposal meets the requirements of the RFQ, is submitted in the format outlined in Section 4.2, "Proposal Submission Format," is of timely submission, and has appropriate signatures/attachments, as required on each document.

3.10 COLLUSION

The Proposer, by submitting a Proposal, certifies that its Proposal is made without previous understanding, agreement, or connection either with any person, firm, or corporation submitting a Proposal for the same services, or with any SFRD instrumentality, department, or agency. The Proposer certifies that its Proposal is fair, without control, collusion, fraud, or other illegal action.

SFRD will investigate all situations where collusion may have occurred, and SFRD reserves the right to reject all Proposals where collusion may have occurred.

3.11 CLARIFICATIONS

SFRD reserves the right to request clarifications of information submitted, and to request any necessary supporting documentation or information from any Proposer after the Proposal submission due date.

3.12 KEY PERSONNEL

Subsequent to Proposal submission and prior to award of an Agreement, key personnel shall not be changed. Proposers shall not change any member of their key personnel without just cause and prior written approval by SFRD. SFRD reserves the right to request additional documentation, as required by the RFQ prior to making its determination. If SFRD does not accept the proposed change(s), the Proposal may be rejected and not considered for award.

3.13 AUDIT RIGHTS AND RECORDS RETENTION

The Successful Proposer agrees to provide access, at all reasonable times, to SFRD, or to any of its duly authorized representatives, to any books, documents, papers, invoices, receipts, reimbursement information and records of Proposer which are directly pertinent to this RFQ, the Agreement, the loan reimbursement and grant reimbursement (if applicable), for the purpose of audits, examinations, excerpts, and transcriptions. The Successful Proposer shall maintain and retain all books, documents, papers, and records pertinent to the Agreement for five years after SFRD makes final payment and all other pending matters are closed. Proposer's failure or refusal to comply with this condition shall result in the immediate termination of the Agreement (if awarded) by SFRD.

3.14 PUBLIC RECORDS

The Successful Proposer shall additionally comply with the provisions of Florida Statute Section 119.0701, "Contracts; public records; request for contractor records; civil action".

3.15 E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, the Successful Proposer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Successful Proposer during the term of the Agreement and shall expressly require any Sub-consultant performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system.

3.16 CONFLICT OF INTEREST

Proposers, by responding to this RFQ, certify that to the best of their knowledge and belief, no elected/appointed official or employee of SFRD has a financial interest, directly or indirectly, in the ownership of the Proposer except as disclosed herein. Any such interests shall be disclosed in writing to the SFRD.

3.17 DEBARRED/SUSPENDED VENDORS

An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not: a) submit a response on a contract to provide goods or services to a public entity; b) submit a response on a contract with a public entity for the construction or repair of a public building or public work; c) submit a response on leases of real property to a public entity; d) be awarded or perform work as a contractor, design-builder, supplier, subcontractor, or consultant under contract with any public entity; nor transact business with any public entity.

3.18 NONDISCRIMINATION

The Proposer agrees that it shall not discriminate by race, gender, color, age, religion, national origin, marital status, or disability in connection with its performance under this RFQ. Furthermore, the Proposer agrees that no otherwise qualified individual shall solely by reason of his/her race, gender, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity called for or required in connection with services rendered under this Agreement.

3.19 UNETHICAL BUSINESS PRACTICE PROHIBITIONS

Proposer represents and warrants to SFRD that it has not employed or retained any person or company employed by SFRD to secure the award of the Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind, contingent upon the Award of the contract.

3.20 BONDING (Intentionally Omitted - Not applicable to Professional Services)

For construction or facility improvement contracts or subcontracts exceeding \$250,000 funded in whole or in part with federal financial assistance, the following bonding requirements apply pursuant to 2 C.F.R. § 200.325:

3.20.1 A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

3.20.2 A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.

3.20.3 A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payments required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

“Construction work” (as defined by 44 C.F.R. § 60-1.3) means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

3.21 ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the Proposal shall be evaluated or considered, all such additional terms and conditions shall have no force or effect and are inapplicable to this solicitation. If submitted purposely, through either intent or design, or inadvertently, appearing separately in transmittal letters, specifications, literature, price lists, or warranties, it is understood and agreed that the general and special conditions in this solicitation are the only conditions applicable to this solicitation and that the Proposer’s authorized signature affixed to the Proposer’s acknowledgment form, attests to this.

SECTION 4 INSTRUCTIONS FOR SUBMITTING A PROPOSAL

4.1 SUBMISSION REQUIREMENTS

Submit the following information and documents with the Proposal. Failure to do so may cause the Proposal to be deemed non-responsive. Proposals deemed non-responsive will receive no further consideration.

Each Proposal must contain the following documents and forms required by Sections 4.1.1 through 4.1.3, fully completed, and signed as required. Proposers shall prepare their Proposal utilizing the same format outlined below in Section 4.2, Proposal Submission Format. Each item of the Proposal, as stipulated in Section 4.1.1 and 4.1.3, shall be separated by a tabbed divider identifying the corresponding item number. Proposers are not to submit any information in response to this RFQ that has not been requested or which the Proposer considers confidential. Submission of any confidential information will be deemed a waiver of any confidentiality or other such protection, which would otherwise be available to the Proposer, except as specifically permitted under Florida Statute. Proposers shall not include any documents not specifically required or requested. The submission of such documentation may adversely affect the evaluation of the Proposal by the Evaluation Panel.

Hard cover binders shall not be used in the submission of the Proposal. Proposers should also make every effort to utilize recycled paper in preparing its Proposal. Double-sided printing is permitted, provided that the Proposal complies with the format set forth in Section 4.2.

Do not include additional information not requested in this RFQ, unless specified in an Addendum. This RFQ requires the use and submission of specific SFRD forms. SFRD forms shall not be expanded or altered. Additional pages may not be added unless the form specifically states that pages can be added. Failure to utilize SFRD's forms will result in the rejection of the Proposal as non-responsive.

4.1.1 Content of Qualifications and Experience Requirements:

All forms referenced in Sections 4.1.1 through 4.1.3 are required (as applicable).

A. Table of Contents

The Table of Contents should follow in sequential order the sections and documents specified in Section 4.1.1 through 4.1.3, including all documents requested in subsections. All pages of the Proposal must be consecutively numbered and correspond to the Table of Contents.

B. Proposal Letter

Proposer may choose (optional) to complete and submit Form RFQ-PCL-001 for this section of the Proposal. A proposal letter shall be included.

C. Narrative

Proposer may choose (optional) to use Form RFQ-PN-002 for this section of its Proposal. Provide a brief overview of the Proposer's firm and why the Proposer is the most qualified for this Project. A narrative shall be included.

D. Qualifications of the Prime Consultant/Lead Architect/Urban Planner

Proposers shall complete and submit Form RFQ-QPCLAUP-003 for this section of its Proposal. Proposers must possess a minimum of three years of professional experience providing architectural and/or engineering for similar projects. In addition, Proposers must have been practicing as a registered architecture or engineering firm authorized to conduct

business in the United States for the last three consecutive years under its current business name (current business name means the actual official name on file with the State of Florida or other State under which the business is authorized to conduct business, of the business entity or firm submitting the Proposal), as of the Proposal Submission Due Date. Licenses, certificates of authorization, and any other pertinent information shall be submitted to demonstrate the Proposer's ability to satisfy all the minimum qualification requirements identified in Section 3.5, "Minimum Qualifications and Experience Requirements."

Proposer also must disclose, in detail, any and all judgments, assessments, impositions, charges, suits, actions, decrees, orders, claims, arbitrations, and back charges asserted or awarded against the Proposer or any proposed Sub-Consultant in the past seven years, which exceed \$100,000.00. Proposals that do not contain such documentation may be deemed non-responsive. No company brochures are to be included as part of the Proposal.

E. Experience of the Prime Consultant/Lead Architect/Urban Planner

Proposer shall complete and submit Form RFQ-EPCLAUP-004 for this section of its Proposal to provide a comprehensive summary of the Proposer's experience in providing lead architecture or lead engineering services. The Proposer **MUST** have served as the lead/prime consultant on at least three completed or ongoing similar projects similar in size, scope, and complexity to the Project described in this RFQ, within the past three years.

Submitted reference projects shall include: client name, address, phone number, description of work, the year the project was commenced and completed, total amount of fees paid or projected to be paid to the Proposer, the number of full-time personnel assigned to the project, and the total value of the project in terms of the entire cost.

Failure to meet the stipulated experience requirement and submit proof of three completed or ongoing similar projects shall result in a non-responsive determination for the Proposal.

One (1) Form RFQ-EPCLAUP-004 needs to be submitted for each referenced project.

F. Experience of the Project Manager (Key Personnel)

Proposer shall complete and submit, on behalf of the PM, Form RFQ-EPM-005 for this section of its Proposal to provide a comprehensive summary of the Project Manager's experience, including a minimum of three (3) years' project management experience, and having served as a lead project manager on at least three completed or ongoing similar projects, within the last three years, similar in size, scope, and complexity to the Project described in this RFQ. Submitted reference projects shall include: client name, address, phone number, description of work, the year the project was commenced and completed, total amount of fees paid or projected to be paid to the firm, the number of full-time personnel assigned to the project, and the total value of the project in terms of the entire cost. Proposer shall also provide a one-page resume reflecting the Project Manager's education, experience, and qualifications as they relate to this Project.

Failure to meet the stipulated experience requirement and submit proof of three completed or ongoing projects similar to the Scope of Services herein, including resume, shall result in a non-responsive determination for the Proposal. One Form RFQ-EPM-005 needs to be submitted for each referenced project.

G. Experience of the Lead Architect/Engineer (Key Personnel)

Proposer shall complete and submit, on behalf of the LAE, Form RFQ-ELAE-006 for this section of its Proposal to provide a comprehensive summary of the LAE's experience,

including a minimum of three (3) years' architecture and/or engineering design experience, and having served as a lead architect or lead engineer on at least three completed or ongoing similar projects, within the last three years, similar in size, scope, and complexity to the Project described in this RFQ. Submitted reference projects shall include: client name, address, phone number, description of work, the year the project was commenced and completed, total amount of fees paid or projected to be paid to the firm, the number of full-time personnel assigned to the project, and the total value of the project in terms of the entire cost. Proposer shall also provide a one-page resume reflecting the LAE's education, experience, and qualifications as they relate to this Project.

Failure to meet the stipulated experience requirement and submit proof of three completed or ongoing projects similar to the Scope of Services herein, including resume, shall result in a non-responsive determination for the Proposal. One Form RFQ-ELAE-006 needs to be submitted for each referenced project.

H. Experience of the Civil/Environmental Engineer

Proposer shall complete and submit Form RFQ-ECEE-007 for this section of its Proposal for each Engineer. Proposers shall identify the Engineer's number of years of experience in the required professional services.

Licenses and any other pertinent information shall be submitted which demonstrates satisfaction of all the Engineer requirements identified in Section 3.5, "Minimum Qualification and Experience Requirements."

Additionally, a detailed resume is required to be submitted for each Engineer that reflects each of the Engineer's education, qualifications, and experience within the last three years on currently ongoing or completed projects similar in nature to the Project described in this RFQ. Projects referenced in resumes shall, at minimum, include the following information: client name, client address, client contact information, description of work, the year the project was commenced and completed, and the total value of the project in terms of the entire cost.

Failure to meet the stipulated experience requirement and submit proof of one completed or ongoing project, including resume, for each, shall result in a non-responsive determination for the Proposal.

I. Experience of the Adaptation Specialist

Proposer shall complete and submit Form RFQ-EAS-008 for this section of the Proposal for the Adaptation Specialist. Proposer shall identify the Adaptation Specialist's number of years of experience in the required professional services. Licenses and any other pertinent information shall be submitted which demonstrate satisfaction of all the Adaptation Specialist requirements identified in Section 3.5, "Minimum Qualification and Experience Requirements."

Additionally, a detailed resume is required to be submitted for the Adaptation Specialist that reflects the Adaptation Specialist's education, qualifications, and experience within the last three years on currently ongoing or completed projects similar in nature to the Project described in this RFQ. Projects referenced in resumes shall, at minimum, include the following information: client name, client address, client contact information, description of work, the year the project was commenced and completed, and the total value of the project in terms of the entire cost.

Failure to meet the stipulated experience requirement and submit proof of one completed or

ongoing project, including resume, shall result in a non-responsive determination for the Proposal.

J. Qualifications and Experience of Sub-Consultant(s)/Sub-Contractor(s)

Proposers shall complete and submit Form RFQ-QSC-009 and RFQ-ESC-010 for this section of its Proposal. Proposer shall identify the Sub-Consultant/Sub-Contractor's number of years of experience in the required professional services. Licenses and any other pertinent information shall be submitted which demonstrate satisfaction of all the Adaptation Specialist requirements identified in Section 3.5, "Minimum Qualification and Experience Requirements."

Additionally, a detailed resume is required to be submitted for the Sub-Consultant(s)/Sub-Contractor(s) that reflects the Sub-Consultant(s)/Sub-Contractor(s)'s education, qualifications, and experience within the last three years on currently ongoing or completed projects similar in nature to the Project described in this RFQ. Projects referenced in resumes shall, at minimum, include the following information: client name, client address, client contact information, description of work, the year the project was commenced and completed, and the total value of the project in terms of the entire cost.

Failure to meet the stipulated experience requirement and submit proof of one completed or ongoing project, including resume, shall result in a non-responsive determination for the Proposal.

Proposer also must disclose, in detail, any and all judgments, assessments, impositions, charges, suits, actions, decrees, orders, claims, arbitrations, and back charges asserted or awarded against the Sub-Consultant(s)/Sub-Contractor(s) in the past seven years, which exceed \$100,000.00. Proposals that do not contain such documentation may be deemed non-responsive.

K. List of Sub-Consultants/Sub-Contractors

Proposer shall complete and submit Form RFQ-LSC-011 for this section of its Proposal, listing all Sub-Consultant/Sub-Contractor firms. Proposer shall base the Proposal on the anticipated levels of staffing required to deliver the services identified in Section 2.3, Scope of Services. Proposer shall list all proposed Sub-Consultants/Sub-Contractors to be used, regardless of racial or gender grouping, to include names, addresses, phone numbers, type of work (service or commodity) and SBE certification (if applicable).

It is anticipated that the Agreement will be funded in whole or in part by federal financial assistance subject to 2 C.F.R. Part 200 (e.g., FEMA disaster assistance); therefore, with respect to the solicitation of Sub-Consultants/Sub-Contractors, the Proposer must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and

women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

L. Qualifications of Team's Key Personnel

Proposer shall complete and submit Form RFQ-QTKP-012 for this section of its Proposal. Proposer shall include personnel who will play a key role in the Project. Proposer shall include a resume for each of the Key Personnel.

4.1.2 Design Philosophy and Technical Capabilities Statement:

A. Design Philosophy and Process

Proposer shall complete and submit Form RFQ-PDPP-013 for this section of its Proposal. Proposer shall include a brief explanation of its design philosophy, methodology, and process as it relates to this RFQ. This should include an understanding of the Scope of Services; clearly defined issues commonly encountered and methodology for resolution of these project issues; value engineering; and the process and approach to meeting the requirements of the Scope of Services.

B. Technical Capabilities and Approach

Proposer shall complete and submit Form RFQ-PTCM-014 for this section of its Proposal to provide a brief comprehensive explanation of the firm's technical capabilities and approach to architectural and engineering design including the following:

- Manpower planning, including scheduling and allocation of resources; Ensuring timely completion of projects/phases;
- Quality control and assurance procedures, including timely reporting, and reviewing pay applications and change orders;
- Capacity to provide on-call services in a timely manner;
- Computer aided design and drafting capabilities;
- Quality control and assurance, including coordination between design disciplines, compliance with program requirements professional/industry standards, and conformance with all applicable code requirements; and,
- Prior experience with governmental agencies.

4.1.3 RFQ Proposal Forms:

Additionally, the following Forms and documentation are required, as applicable:

- C. RFQ Proposal Forms (Section 6.0) – Proposer shall sign and submit each applicable RFQ Proposal Form found in Section 6.0
- D. Letter of Agreement(s) (LOA) – Form RFQ-LOA-SBE-0015
- E. Occupational License Tax
- F. FDOT Notice of Qualifications (if applicable)

4.2 PROPOSAL SUBMISSION FORMAT

Proposers shall prepare and submit the Proposal in the format below. Failure to comply with this format may result in the Proposal being deemed non-responsive.

Table of Contents

Section A

1. Table of Contents
2. RFQ-PCL-001 Proposal Cover Letter
3. RFQ-PN-002 Proposal Narrative
4. RFQ-QPCLAUP-003 Qualifications of the Prime Consultant/Lead Architect/Urban Planner
5. RFQ-EPCLAUP-004 Experience of the Prime Consultant/Lead Architect/Urban Planner
6. RFQ-EPM-005 Experience of the Project Manager plus Resume
7. RFQ-ELAE-006 Experience of the Lead Architect/Engineer plus Resume
8. RFQ-ECEE-007 Experience of the Civil/Environmental Engineer plus Resume
9. RFQ-EAS-008 Experience of the Adaptation Specialist
10. RFQ-QSC-009 Qualifications of Sub-Consultant(s)/Sub-Contractor(s)
11. RFQ-ESC-010 Experience of Sub-Consultant(s)/Sub-Contractor(s)
12. RFQ-LSC-011 List of Sub-Consultant(s)/Sub-Contractor(s)
13. RFQ-QTKP-012 Qualifications of Team's Key Personnel

Section B

1. RFQ-PDPP-013 Design Philosophy and Process
2. RFQ-PTCM-014 Technical Capabilities and Methodology

Section C

1. RFQ Proposal Forms (Section 6.0)
2. Letter of Agreement(s) – Small Business Enterprise Program
3. Business Tax Receipt(s)/Occupational License
4. FDOT Notice of Qualifications (if applicable)

4.3 PROPOSAL SUBMISSION DATE AND LOCATION

Three unbound, tabbed original hardcopy, and one copy in digital format (preferably on a USB drive) in .pdf file format of your complete Proposal for this RFQ shall be delivered in accordance with the following:

Proposal Submission Due Date: 2:00PM EST, on February 17, 2023

Proposal Delivery Location: 2351 Palm Ridge Rd, Sanibel FL 33957

Proposals must be clearly marked on the outside of the package referencing the following documentation: ***SFRD Multi-Purpose Building***

Proposals received at any other location than the aforementioned, or after the Proposal Submission Due Date and time, shall be deemed non-responsive, and shall not be considered.

Proposals must be signed by an official authorized to bind the Proposer to the provisions given in the RFQ and their Proposal. Proposals are to remain valid for at least 180 days. Upon award of an Agreement, the contents of the Successful Proposer's Proposal shall be incorporated within and included as part of the Agreement. Additional information on submission requirements can be found in Section 4.1, Submission Requirements.

4.4 SUBMITTAL GUIDELINES

4.4.1 General

Only one (1) Proposal from an individual, firm, partnership, corporation, or joint venture will be considered in response to this RFQ. Subconsultants and Subcontractors may be included in more than one Proposal submitted by more than one Proposer. A firm, partnership, corporation, or joint venture that submits a Proposal shall not be a Subconsultant on another Proposal submitted under this RFQ.

Proposer must clearly identify any Subconsultants proposed to be used and provide for the Subconsultant the same information required of the Proposer. SFRD retains the right to accept or reject any proposed Subconsultants.

4.4.2 Selection Process Timetable

A&E SELECTION PROCESS TIMETABLE (subject to change)	
Steps	Expected Completion Date
Issue Advertisement	01/24/2023
Voluntary Pre-Proposal Conference	02/07/2023
Questions Due per RFQ Section 1.5	02/08/2023
Deadline for Issuing Addendum (if necessary)	02/10/2023
Proposal Due Date	02/17/2023
Due Diligence and Responsiveness/Responsibility Review	02/21/2023
Evaluation Panel Review and Evaluation Panel Report	02/24/2023
Interviews (as necessary)	03/02/2023
Recommendation to Fire Chief	03/08/2023
Negotiations with Selected Consultant	03/17/2023
Award Memo Preparation and Review	03/27/2023
Board of Director Approval	04/12/2023

SECTION 5 EVALUATION/SELECTION PROCESS

5.1 EVALUATION PROCEDURES

The procedure for Proposal evaluation and selection is as follows:

1. Request for Qualifications issued.
2. Receipt of Proposals.
3. Opening and listing of all Proposals received.
4. Preliminary review by appointed SFRD staff for compliance with the submission requirements of the RFQ, including verification that each Proposal includes all documents required.
5. Review by professional staff and/or an Evaluation Panel (the "Panel") certifying that the Proposer is qualified to render the required services according to State regulations.
6. The Panel, appointed by the SFRD Fire Chief, will meet to evaluate each responsive Proposal in accordance with the requirements of this RFQ. An appointed SFRD staff will compile preliminary scores for each responsive Proposal, whereby the Panel will establish a shortlist including a minimum of three firms deemed the most highly qualified to perform the required services, unless fewer than three Proposals are received.
7. The Panel may hold oral presentations and interview sessions with the shortlisted firms, to include a visual component, ranging from a collage or sketch to a high-resolution rendering, to convey the shortlisted firms' vision for the Project. Subsequent any oral presentations, the Panel will reevaluate the Proposals, in conjunction with the oral presentations.
8. The Panel will forward its recommendation to the SFRD Fire Chief, listing the Proposers in rank order.
9. After reviewing the Panel's recommendation, the SFRD Fire Chief will:
 - a. Approve the recommendation of the Panel and enter negotiations with the top ranked Proposer or request that the Panel provide additional information as to the ranking of the Proposals; or
 - b. Reject the Panel's recommendation and instruct the Panel to re-evaluate and make further recommendations; or
 - c. Reject all Proposals.
10. Upon successful negotiation, the SFRD Fire Chief will forward both a recommendation and negotiated Agreement to the SFRD Board of Commissioners for approval and award. All Cost-plus- percentage-of-costs contracts are prohibited and will not be awarded.

Time and materials type contracts will only be awarded pursuant to the terms and provision of 2 C.F.R. Section 200.318(j). Where SFRD is not able to successfully negotiate an Agreement with the top ranked Proposer, the SFRD Fire Chief will recommend to the SFRD Board of Commissioners that such negotiations be terminated and enter into negotiations with the next ranked Proposer(s) until an Agreement is negotiated or all Proposals are rejected.

11. After reviewing the SFRD Fire Chief's recommendation, the SFRD Board of Commissioners may:
 - a. Approve the recommendation and authorize award of the Agreement. Upon approval of the recommendation, an award memorandum will be included on the SFRD's website

- and social media, of which written notice shall be provided to all Proposers;
- b. Reject the recommendation to award the Agreement; or
- c. Reject all Proposals and direct the SFRD Procurement Manager to re-open negotiations or to solicit new Proposals.

5.2 EVALUATION CRITERIA

Proposals will be evaluated by considering the following:

Technical Criteria	
Proposer’s Qualifications and Experience	25
Proposer’s Lead Architect/Engineer Qualifications and Experience	25
Proposer’s Team Qualifications and Experience	20
Design Philosophy and Process	15
Technical Capabilities and Approach/Capacity	15
TOTAL	100

SECTION 6 RFQ PROPOSAL FORMS

6.1 RFQ INFORMATION AND ACKNOWLEDGEMENT FORM

The Proposer hereby acknowledges and affirms to the contents of this RFQ, its response there to, including without limitation, all Addenda have been read, understood, and agreed to by assigning and completing the spaces provided below:

1.1. R F Q Addenda Acknowledgement

Addendum No. 1, Dated _____

Addendum No. 2, Dated _____

Addendum No. 3, Dated _____

Addendum No. 4, Dated _____

Addendum No. 5, Dated _____

1.2 RFQ Determination of Responsiveness Acknowledgement

The Proposer hereby acknowledges and understands that SFRD will review each Proposal to determine responsiveness in accordance with the minimum and submission requirements of this RFQ, as identified in Section 3.5, Minimum Qualifications and Experience Requirements and Section 4.1, Submission Requirements. PROPOSALS SUBMITTED WITH IRREGULARITIES, DEFICIENCIES, AND/OR TECHNICALITIES THAT DEVIATE FROM THE MINIMUM QUALIFICATIONS AND SUBMISSION REQUIREMENTS OF THIS RFQ SHALL RESULT IN A NON-RESPONSIVE DETERMINATION. SFRD will not consider the curing of any Proposals that fail to meet the minimum qualifications and submission requirements of this RFQ. Proposer understands that non-responsive Proposals will not be evaluated and, therefore, will be eliminated from the Evaluation/Selection Process. The following list describes most but not all Proposal irregularities, deficiencies, and technicalities that shall result in a non-responsive determination:

- A. Lack of any required documentation/information/form requested in Section 4.1.1 including, but not limited to:
 - i. Proposal Letter
 - ii. Narrative
 - iii. Qualifications and Experience of Proposer
 - iv. Qualifications and Experience of any of the Proposer's Team Members
 - v. Team Organizational Chart
- B. Lack of any required documentation/information/form requested in Section 4.1.2 including, but not limited to:
 - i. Design Philosophy and Process
 - ii. Technical Capabilities and Methodology Approach
- C. Lack of any required documentation/information/form requested in Section 4.1.3 including, but not limited to:
 - i. RFQ Proposal Forms (Section 6.0)
 - ii. Occupational Licenses tax receipt

- iii. Copies of SFRD of Panama City SBE Certification for Proposer or Proposer's team members (if applicable)
 - iv. FDOT Notice of Qualifications (if applicable)
- D. Lack of any other documentation/information/form requested in the RFQ document.

Missing forms, unsigned forms, or forms signed by any individual, other than either the Proposer, Proposer's team members, and/or individuals personally attesting to the portrayed project experience will not be cured and shall cause a Proposal to be deemed non-responsive. SFRD, at its sole discretion, reserves the right to waive minor deviations/irregularities not listed above. Such minor deviations may be cured by the Proposer, at the sole discretion of SFRD. Material deviations/irregularities cannot be waived by SFRD or cured by the Proposer.

RFQ No. ____

I certify that all information contained in response to this RFQ is true. I certify that this RFQ is made without prior understanding, agreement, or connections with any corporation, firm, or person submitting an RFQ for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the RFQ and certify that I am authorized to sign for the Proposer's firm. Please print the following and sign your name:

Firm's Name: _____

Principal Business Address: _____

Telephone: _____

Fax: _____

E-mail address: _____

Name: _____

Title: _____

Authorized Signature: _____

CERTIFICATE OF AUTHORITY (IF CORPORATION)

STATE OF _____)

)

COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Board of Commissioners of the _____ a corporation existing under the laws of the State of _____, held on _____, 2023, the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as President of the Corporation, be and is hereby authorized to execute the Proposal dated, _____, 2023, to SFRD and this Corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have here unto set my hand and affixed the official seal of the corporation this _____, day of _____, 2023.

Secretary: _____

(SEAL)

FAILURE TO COMPLETE, SIGN, AFFIX THE CORPORATE SEAL AND RETURN THIS FORM (AS APPLICABLE) MAY DISQUALIFY PROPOSER'S PROPOSAL

1.2. CERTIFICATE OF AUTHORITY (IF PARTNERSHIP)

STATE OF _____)
)
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Partners of the _____ organized and existing under the laws of the State of _____, held on _____, 2023, the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as _____ of the Partnership, be and is hereby authorized to execute the Proposal dated, _____ 2023, to SFRD of Panama City and this Partnership and that their execution thereof, attested by the shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2023.

Secretary: _____

(SEAL)

FAILURE TO COMPLETE, SIGN, AFFIX THE CORPORATE SEAL AND RETURN THIS FORM (AS APPLICABLE) MAY DISQUALIFY PROPOSER'S PROPOSAL

CERTIFICATE OF AUTHORITY (IF LIMITED LIABILITY CORPORATION)

STATE OF _____)
)
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Principals of the _____ organized and existing under the laws of the State of _____, held on _____, 2023, the following resolution was duly passed and adopted:

"RESOLVED, that, _____ as _____ of the Limited Liability Corporation be and is hereby authorized to execute the Proposal dated, _____ 2023, to SFRD and that their execution thereof shall be the official act and deed of this Limited Liability Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2023.

Secretary: _____

(SEAL)

FAILURE TO COMPLETE, SIGN, AFFIX THE CORPORATE SEAL AND RETURN THIS FORM (AS APPLICABLE) MAY DISQUALIFY PROPOSER'S PROPOSAL

CERTIFICATE OF AUTHORITY (IF INDIVIDUAL)

STATE OF _____)
)
COUNTY OF _____)

I HEREBY CERTIFY that as an individual, I _____
(Name of Individual)
and as a d/b/a (doing business as) _____
(If applicable)

exist under the laws of the State of Florida.

“RESOLVED, that, as an individual and/or d/b/a (if applicable), be and is hereby authorized to execute the Proposal dated, _____, 2023, to SFRD as an individual and/ or d/b/a (if applicable) and that my execution thereof, attested by a Notary Public of the State, shall be the official act and deed of me as an individual d/b/a (doing business as)

"(If applicable)

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of Notary Public this _____, day of _____, 2023.

___ Physical Presence NOTARY PUBLIC: _____
___ Remote Online Commission No.: _____
___ Personally known
___ Produced Identification
___ Type of Identification Produced _____
(SEAL)

FAILURE TO COMPLETE, SIGN, AFFIX THE CORPORATE SEAL AND RETURN THIS FORM (AS APPLICABLE) MAY DISQUALIFY PROPOSER'S PROPOSAL

6.2 LOCAL DEBARMENT AND SUSPENSION

A. Authority and requirement to debar and suspend:

After reasonable notice to an actual or prospective contractual party, and after reasonable opportunity to such party to be heard, the Fire Chief, after consultation with the Board of Commissioners and the SFRD Attorney shall have the authority to debar a contractual party for the causes listed below from consideration for award of SFRD contracts. The debarment shall be for a period of not fewer than three years. The Fire Chief shall also have the authority to suspend a Contractor from consideration for award of SFRD contracts if there is probable cause for debarment. Pending the debarment determination, the authority to debar and suspend Contractors shall be exercised in accordance with regulations, which shall be issued by the Fire Chief after review by the SFRD Attorney, and approval by the Board of Commissioners.

B. Causes for debarment or suspension include the following:

1. Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract.
2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty.
3. Conviction under state or federal antitrust statutes arising out of the submission of bids or Proposals.
4. Violation of contract provisions, which is regarded by SFRD to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a contract or to perform within the time limits provided in a contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension.
5. Debarment or suspension of the contractual party by any federal, state, or other governmental entity.
6. False certification pursuant to paragraph 6.2.3 below.
7. Any other cause judged by the SFRD Fire Chief to be so serious and compelling as to affect the responsibility of the contractual party performing SFRD contracts.

C. Certification:

All contracts for goods and services, sales, and leases by SFRD shall contain a certification that neither the contractual party nor any of its principal owners or personnel has been convicted of any of the violations set forth above, or, debarred or suspended, as set forth in paragraph 6.2.2(E). The undersigned hereby certifies that neither the contractual party nor any of its principal owners or personnel has been convicted of any of the violations set forth above or debarred or suspended as set forth in paragraph 6.2.2(E).

Company Name: _____

Individual Name: _____

Signature: _____

Date: _____

6.3 GOVERNMENTWIDE DEBARMENT AND SUSPENSION CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

INSTRUCTIONS FOR CERTIFICATION

- A. By signing and submitting this proposal, the CONTRACTOR (referred to herein as the “prospective lower tier participant”) is providing the certification set out below.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-Procurement Programs.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The

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

- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CONTRACTOR Company Name

RFQ Number

Name

Title

Signature

Date

AFFIDAVIT

"The undersigned swear or affirm that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venture(r) in the undertaking. Further, the undersigned covenant and agree to provide to SFRD current, complete, and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venture(r) relevant to the joint venture, by authorized representatives of SFRD Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

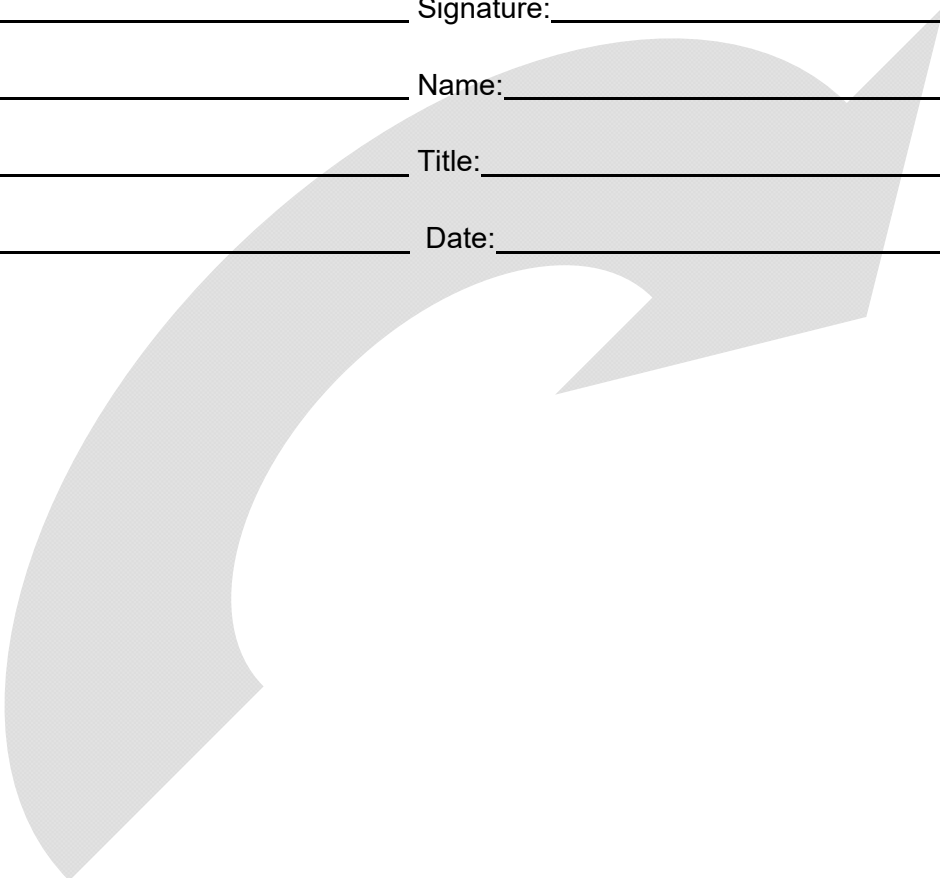
Name of Firm: _____ Name of Firm: _____

Signature: _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____



6.4 CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

CONTRACTOR Name

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

6.5. SAMPLE AGREEMENT FORMAT

Below is the standard agreement format for this Request for Qualifications. This is a sample agreement only and is subject to revisions. PLEASE DO NOT COMPLETE.

AGREEMENT

THIS AGREEMENT is made and entered into by and between the Sanibel Island Fire & Rescue District (SFRD), an Florida independent special district ("SFRD"), whose address is 2351 Palm Ridge Rd, Sanibel FL 33957, and _____, a Florida corporation (hereafter referred to as "Contractor"), whose address is _____ .

WHEREAS, the SFRD desires to retain the services of the Contractor to provide the goods and services in accordance with the SFRD's Request for Qualification No.<Number>, and the Contractor's response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the SFRD agree as follows:

ARTICLE 1. INCORPORATION OF REQUEST FOR QUALIFICATIONS

The terms and conditions of this Agreement shall include and incorporate as though fully set forth herein each and every term, condition, and specification set forth in the SFRD's Request for Qualifications No. <Number>, and the Contractor's response thereto, including all documentation required thereunder.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services in compliance with the Scope of Services attached hereto as Exhibit A, and as further identified in the specifications accompanying the SFRD's Request for Qualifications No. <Number>, which are incorporated herein by reference as though fully set forth herein.

ARTICLE 3. COMPENSATION

The SFRD shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein as Exhibit B, according to the terms and specifications described in Request for Qualifications No. <Number>.

ARTICLE 4. AGREEMENT TERM

This Agreement is in full force and effect upon full execution by the SFRD. The term of the Agreement shall be from the _____ day of _____, 20__ through the _____ day of _____, 20__, unless terminated earlier by the SFRD, with _____, _____-year options to renew.

ARTICLE 5. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the SFRD, 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 Contractor and

other persons employed or utilized by the Contractor in the performance of the contract. The Contractor expressly understands and agrees that any insurance protection required by this agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless, the SFRD or its officers, employees, agents, and instrumentalities as herein provided.

Nothing in this agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the SFRD as set forth in Section 768.28, Florida Statutes. This paragraph shall not be construed to require the Contractor to indemnify the SFRD for SFRD's own negligence, or intentional acts of the SFRD, its agents or employees, when such agents or employees are acting within the course and scope of their agency or employment, as applicable. Each party assumes the risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees and agents.

ARTICLE 6. TERMINATION

- i. **For convenience:** SFRD, by written notice to the Contractor, may terminate this Agreement with or without cause (for convenience), in whole or in part, when the SFRD determines in its sole discretion that it is in the SFRD's best interest to do so. In the event of termination the Contractor will not incur any new obligations for the terminated portion of the Agreement after the Contractor has received notification of termination.
- ii. **For default:** The SFRD reserves the right to terminate this contract, in part or in whole, or place the Contractor on probation in the event the Contractor fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by specifying a reasonable time period within which the Contractor must cure any such failure to perform or default. If the Contractor fails to cure the default within the time specified, the SFRD may then terminate the subject contract by providing written notice to the Contractor. The Contractor will be notified by letter of the SFRD's intent to terminate. In the event of termination for default, the SFRD may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the incumbent Contractor.
- iii. If the Agreement is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount that is the same percentage of the Agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the SFRD and shall be turned over promptly by the Contractor.

ARTICLE 7. PUBLIC RECORDS

Contractor shall comply with Florida public records laws, specifically to:

- i. Keep and maintain public records required by the SFRD to perform the service.
- ii. Upon request from the SFRD's custodian of public records, provide the SFRD with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.

- iii. Ensure that public 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 following completion of the Agreement if the Contractor does not transfer the records to the SFRD.
- iv. Upon completion of the Contract, transfer, at no cost, to the SFRD all public records in possession of the Contractor or keep and maintain public records required by the SFRD to perform the service. If the Contractor transfers all public records to the SFRD upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the SFRD, upon request from the SFRD's custodian of public records, in a format that is compatible with the information technology systems of the SFRD.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE SANIBEL ISLAND FIRE & RESCUE DISTRICT, 2351 PALM RIDGE RD, SANIBEL FL 33957. THE CUSTODIAN OF PUBLIC RECORDS MAY BE CONTACTED BY PHONE AT _____ OR VIA EMAIL AT _____.

ARTICLE 8. MISCELLANEOUS PROVISIONS

- a) Notice. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be via hand delivery, e-mail of not more than 50 mega-bytes (50 MB) in size including attachments, or certified U.S. Mail, (postage prepaid), return receipt requested, or other mail delivery service, such as UPS or Federal Express, to the following addresses:

As to the SFRD:
 Sanibel Island Fire & Rescue District
 2351 Palm Ridge Rd,
 Sanibel FL 33957

Attn: Fire Chief
 Email: _____

As to the Contractor:

Attn.: _____

Email: _____

- b) Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.
- c) Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.
- d) Assignment. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party.
- e) Counterparts and Transmission. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The executed signature page(s) from each original may be joined together and attached to one such original and it shall constitute one and the same instrument. In addition, said counterparts may be transmitted electronically (i.e., via facsimile or .pdf format document sent via electronic mail), which transmitted document shall be deemed an original document for all purposes hereunder.
- f) Severability. If any part of this Agreement shall be declared unlawful or invalid, the remainder of the Agreement will continue to be binding upon the parties.
- g) Venue. This agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation with respect to this Agreement, the parties agree that venue shall be in Lee County, Florida.
- h) Modification. This Agreement may be modified by mutual consent, in writing, through the issuance of a modification to this Agreement, a supplemental agreement, purchase order, or change order, as appropriate.
- i) Incorporation by Reference. The documents listed below are a part of this Agreement and are hereby incorporated by reference, as though fully set forth herein. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:
 - 1. Terms and conditions as contained in this Agreement.
 - 2. Terms and conditions contained in RFQ No. _____.
 - 3. Contractor's response to RFQ No. _____ and any subsequent information submitted by Contractor during the evaluation and negotiation process.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

SANIBEL FIRE RESCUE DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR

By: _____

Name: _____

Title: _____

Date: _____

Approved as to Form and Legal Sufficiency

By: _____

Name: _____

Exhibits to Agreement

Exhibit A: Scope of Services

Exhibit B: Price list

Exhibit C: Insurance Requirements

Exhibit D: RFQ General Conditions

Exhibit E: Federal Supplement



6.5.1 FEDERAL SUPPLEMENT

APPLICABLE PROVISIONS

= Any Contract, if awarded, will be subject to the following federal provisions as selected below:

1. EQUAL EMPLOYMENT OPPORTUNITY
2. MAINTENANCE OF RECORDS
3. DHS SEAL, LOGO, AND FLAGS
4. LOCAL VENDOR PREFERENCE EXCLUSION
5. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, and EXECUTIVE ORDERS
6. NO OBLIGATION BY THE FEDERAL GOVERNMENT
7. FRAUD and FALSE OR FRAUDULENT OR RELATED ACTS
8. SUBCONTRACTS
9. CONFLICT OF INTEREST
10. EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY)
11. ENERGY POLICY AND CONSERVATION ACT
12. SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS
13. DOMESTIC PREFERENCES FOR PROCUREMENT (2 C.F.R. § 200.322)
14. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS OR SERVICES (2 C.F.R. § 200.216)
15. TERMINATION FOR CAUSE AND/OR CONVENIENCE
16. RECOVERED MATERIALS
17. SUSPENSION AND DEBARMENT
18. CONTRACT WORK HOURS & SAFETY STANDARDS (40 U.S.C. 3701-3708)
19. BYRD ANTI-LOBBYING AMENDMENT
20. CLEAN AIR ACT
21. FEDERAL WATER POLLUTION CONTROL ACT
22. REMEDIES
23. OTHER RIGHTS AND REMEDIES
24. DAVIS-BACON REQUIREMENTS
25. COPELAND ANTI-KICKBACK ACT

The following clauses shall apply to any Purchase Orders issued under declaration of emergency and/or where federal funds apply [or may apply].

ANY/ALL THRESHOLD AMOUNTS

1. EQUAL EMPLOYMENT OPPORTUNITY:

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

- A. The CONSULTANT/CONTRACTOR/VENDOR 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/CONTRACTOR/VENDOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT/CONTRACTOR/VENDOR 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.
- B. The CONSULTANT/CONTRACTOR/VENDOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT/CONTRACTOR/VENDOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The CONSULTANT/CONTRACTOR/VENDOR 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/CONTRACTOR/VENDOR's legal duty to furnish information.
- D. The CONSULTANT/CONTRACTOR/VENDOR 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/CONTRACTOR/VENDOR'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.
- E. The CONSULTANT/CONTRACTOR/VENDOR 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.

- F. The CONSULTANT/CONTRACTOR/VENDOR 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.
- G. In the event of the CONSULTANT/CONTRACTOR/VENDOR'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/CONTRACTOR/VENDOR 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.
- H. The CONSULTANT/CONTRACTOR/VENDOR will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-CONSULTANT/CONTRACTOR/VENDOR. The CONSULTANT/CONTRACTOR/VENDOR 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 for noncompliance:

Provided, however, that in the event the CONSULTANT/CONTRACTOR/VENDOR becomes involved in, or is threatened with, litigation with a sub-CONSULTANT/CONTRACTOR/VENDOR as a result of such direction, the CONSULTANT/CONTRACTOR/VENDOR may request the United States to enter into such litigation to protect the interests of the United States.

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

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

The District further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor

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

2. MAINTENANCE OF RECORDS:

- A. The CONSULTANT/CONTRACTOR/VENDOR 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/CONTRACTOR/VENDOR for a minimum of five (5) years from the date of termination of this agreement, or for such period is required by law.
- B. CONSULTANT/CONTRACTOR/VENDOR 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/CONTRACTOR/VENDOR which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- C. CONSULTANT/CONTRACTOR/VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- D. CONSULTANT/CONTRACTOR/VENDOR 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.
- E. CONSULTANT/CONTRACTOR/VENDOR 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.
- F. The District 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 set forth in the paragraphs above; provided, however, such activities shall be conducted only during normal business hours of the CONSULTANT/CONTRACTOR/VENDOR and at the expense of the District.

3. DHS SEAL, LOGO, AND FLAGS

The CONSULTANT/CONTRACTOR/VENDOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific GRANT AGENCY pre-approval.

4. LOCAL VENDOR PREFERENCE EXCLUSION

Local Vendor Preference requirements have been waived for this service/purchase request and any and all references contained herein are non-applicable to this request and subsequent contract and/or purchase order(s).

5. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, and EXECUTIVE ORDERS

This is an acknowledgment that GRANT AGENCY financial assistance will be used only to fund the services requested. The CONSULTANT/CONTRACTOR/VENDOR will comply with all applicable federal law, regulations, executive orders, GRANT AGENCY policies, procedures, and directives.

6. NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this solicitation and is not subject to any obligations or liabilities to the non- Federal entity, CONSULTANT/CONTRACTOR/VENDOR, or any other party pertaining to any matter resulting from the Solicitation.

7. FRAUD and FALSE OR FRAUDULENT OR RELATED ACTS

The CONSULTANT/CONTRACTOR/VENDOR acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the CONSULTANT/CONTRACTOR/VENDORS actions pertaining to this solicitation.

8. SUBCONTRACTS

The selected firm must require compliance with all federal requirements of all sub-CONSULTANT/CONTRACTOR/VENDORS performing work for Prime CONSULTANT/CONTRACTOR/VENDOR under this Agreement, by including these federal requirements in all contracts with sub-CONSULTANT/CONTRACTOR/VENDORS.

9. CONFLICT OF INTEREST

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officers, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from CONSULTANT/CONTRACTOR/VENDORS or parties to subcontracts.

10. EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY)

- A. Statutes and Executive Orders require employers to abide by the Immigration laws of the United States and to employ only individuals who are eligible to work in the United States. The Employment Eligibility Verification System (E-Verify) operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) to provides an internet-based means of verifying employment eligibility of workers in the United States; it is not a substitute for any other employment eligibility verification requirements.
- B. Sub-CONSULTANT/CONTRACTOR/VENDOR requirement: Vendors shall require all subcontracted vendors to flow down the requirement to use E-Verify to sub-CONSULTANT/CONTRACTOR/VENDORS.
- C. It shall be the vendor's responsibility to familiarize themselves with all rules and regulations governing this program.
- D. For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>.

11. ENERGY POLICY AND CONSERVATION ACT

CONSULTANT/CONTRACTOR/VENDOR must follow any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

12. SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

CONSULTANT/CONTRACTOR/VENDOR shall, at a minimum, take the following five "affirmative steps" to assure that minority firms, small businesses, women's business enterprises, and Labor Surplus Area firms are used when possible:

- A. Place qualified small and minority businesses and women's business enterprises on solicitation lists.
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- C. 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.
- D. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- E. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.

13. DOMESTIC PREFERENCES FOR PROCUREMENT (2 C.F.R. § 200.322)

As appropriate and to the greatest extent consistent with law, state and non-state entities should, to the greatest extent practicable under its GRANT AGENCY award, provide a preference for the purchase 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 C.F.R. § 200.322 also provides specific definitions for “Produced in the United States” and “manufactured products” that states should review.

14. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS OR SERVICES (2 C.F.R. § 200.216)

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

(b) Prohibitions.

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

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

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

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

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

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

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

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 28

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

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

(i) Covered telecommunications equipment or services that:

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

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

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

(d) Reporting requirement.

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

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

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

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

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

OVER \$10K ADD THE FOLLOWING TO THE ABOVE

15. TERMINATION FOR CAUSE AND/OR CONVENIENCE:

- A. The District, by written notice to the CONSULTANT/CONTRACTOR/VENDOR, may terminate this Agreement with or without cause (for convenience), in whole or in part, when the District determines in its sole discretion that it is in the District's best interest to do so. In the event of termination the CONSULTANT/CONTRACTOR/VENDOR will not incur any new obligations for the terminated portion of the Agreement after the CONSULTANT/CONTRACTOR/VENDOR has received notification of termination.
- B. If the Agreement is terminated before performance is completed, the CONSULTANT/CONTRACTOR/VENDOR shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount that is the same percentage of the Agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the District and shall be turned over promptly by the CONSULTANT/CONTRACTOR/VENDOR.

16. RECOVERED MATERIALS

- A. In the performance of this contract, the CONSULTANT/CONTRACTOR/VENDOR shall make maximum use of products containing recovered material 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.
- B. Information about this requirement is available EPA'S Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/> The list of EPA- designate items is available at <http://www.epa.gov/cpg/products/htm>

OVER \$25K ADD THE FOLLOWING TO THE ABOVE

17. SUSPENSION AND DEBARMENT

- A. 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/CONTRACTOR/VENDOR is required to verify that none of the CONSULTANT/CONTRACTOR/VENDOR, 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).
- B. The CONSULTANT/CONTRACTOR/VENDOR 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.
- C. This certification is a material representation of fact relied upon by the awarded CONSULTANT/CONTRACTOR/VENDOR. If it is later determined that the CONSULTANT/CONTRACTOR/VENDOR 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 Lee District, the Federal Government may pursue available remedies, including but not limited to suspension and/or

debarment.

- D. The CONSULTANT/CONTRACTOR/VENDOR 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.

OVER \$100K ADD THE FOLLOWING TO THE ABOVE

18. CONTRACT WORK HOURS & SAFETY STANDARDS (40 U.S.C. 3701-3708)

Required contract provision 18 applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work.

- A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$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.
- C. Withholding for unpaid wages and liquidated damages. The State of Florida Division of Emergency Management shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier

subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

19. BYRD ANTI-LOBBYING AMENDMENT

CONSULTANT/CONTRACTOR/VENDORS 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 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

OVER \$150K ADD THE FOLLOWING TO THE ABOVE

20. CLEAN AIR ACT

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

21. FEDERAL WATER POLLUTION CONTROL ACT

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

OVER \$250K/SIMPLIFIED ACQUISITION THRESHOLD

22. REMEDIES

- A. In the event the CONSULTANT/CONTRACTOR/VENDOR fails to satisfactorily perform or has failed to adhere to the terms and conditions under this Agreement, the District may, upon fifteen (15) calendar days written notice to the CONSULTANT/CONTRACTOR/VENDOR and upon the CONSULTANT/CONTRACTOR/VENDOR's failure to cure within those fifteen (15) calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:
1. Withhold or suspend payment of all or any part of a request for payment.
 2. Require that the CONSULTANT/CONTRACTOR/VENDOR refund to the District any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
 3. Exercise any corrective or remedial actions, to include but not be limited to:
 4. Requesting additional information from the CONSULTANT/CONTRACTOR/VENDOR to determine the reasons for or the extent of non-compliance or lack of performance;
 5. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;
 6. Advising the CONSULTANT/CONTRACTOR/VENDOR to suspend, discontinue or refrain from incurring costs for any activities in question; or
 7. Requiring the CONSULTANT/CONTRACTOR/VENDOR to reimburse the District for the amount of costs incurred for any items determined to be ineligible.

23. OTHER REMEDIES AND RIGHTS:

- A. Pursuing any of the above remedies will not keep the District from pursuing any other rights or remedies, which may be otherwise available under law or in equity. If the District waives any right or remedy in this Agreement or fails to insist on strict performance by the CONSULTANT/CONTRACTOR/VENDOR, it will not affect, extend or waive any other right or remedy of the District, or affect the later exercise of the same right or remedy by the District for any other default by the CONSULTANT/CONTRACTOR/VENDOR.
- B. Unless otherwise provided by the Contract, all claims, counter-claims, disputes and other matters in question between the District and the CONSULTANT/CONTRACTOR/VENDOR arising out of or relating to the Agreement between the parties, or the breach of it, that cannot be resolved by and between the parties after conferring in good faith, will be decided by a court of competent jurisdiction pursuant to Florida law. If such dispute is in state court, venue shall be in the Twentieth Judicial Circuit Court in and for Lee County, Florida. If in federal court, venue shall be in the U.S. District Court for the Middle District of Florida, Ft. Myers Division.

REQUIRED PROVISIONS FOR ALL CONSTRUCTION CONTRACTS

24. DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

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

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall

refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

2. Withholding.

The Federal Emergency Management Agency or the sponsor 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 the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Emergency Management Agency may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Emergency Management Agency if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Emergency Management Agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Emergency Management Agency if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Emergency Management Agency, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Emergency Management Agency, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may

be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under

the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Emergency Management Agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001

25. COPELAND "ANTI-KICKBACK" ACT

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the

requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

- B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

