

REQUEST FOR QUALIFICATIONS

CONSTRUCTION MANAGER AT RISK SERVICES

RFQ #2023-03

WILDWOOD WRF EXPANSION AND BNR IMPROVEMENTS



**City of Wildwood
100 North Main Street
Wildwood, FL 34785**

**(352) 330-1330 (Phone)
(352) 330-1339 (FAX)**

LEGAL NOTICE

Notice is hereby given that the City of Wildwood, Florida is accepting sealed qualifications, under RFQ # 2023-03, **CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES - WILDWOOD WRF EXPANSION AND BNR IMPROVEMENTS**. Qualifications will be accepted **until 2:00 pm (EDT) on January 11, 2023**, by the City Clerk, City Hall, 100 North Main Street, Wildwood, FL 34785.

A pre-proposal conference **will not be conducted** in association with this RFQ solicitation.

All qualifications are solicited and shall be made pursuant to the Code of Ordinances, City of Wildwood, and all qualifications will be evaluated in accordance with the provisions thereof and those listed herein. The City of Wildwood Code of Ordinances is on file in the Office of the City Clerk, City Hall, 100 North Main Street, Wildwood, FL, 34785.

Solicitation documents related to this request may be obtained from the City's website (www.wildwood-fl.gov) and www.demanstar.com. Any addenda to these documents will be posted on the City website and www.demandstar.com. It is the sole responsibility of the Proposer to monitor the City's website for any and all solicitation documents and confirm that all addenda have been received prior to submitting an RFQ response. All questions should be directed in writing, via e-mail, to Jason McHugh, City Manager, at jmchugh@wildwood-fl.gov. Proposer questions must be submitted to the City Manager no later than December 22, 2022 at 5:00 pm (EDT). Questions will not be answered over the phone or by e-mail.

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

This Public Notice is posted in the City of Wildwood City Hall and on the following websites: (www.wildwood-fl.gov) and www.demandstar.com.

No responses shall be withdrawn for a period of one hundred twenty (120) days subsequent to the RFQ submittal opening without the consent of the City of Wildwood, Florida.

Upon completion of Task Order No. 1 - Preconstruction Services for the Phase I Improvements, development of an "open book" Project GMP, and award of Task Order No. 2 - Construction Services for the Proposed Phase I Improvements, the successful Proposer will be required to furnish and pay for a Security Bond, one hundred percent (100%) Performance, Payment, and Material and Workmanship Bonds that are to be recorded by the Proposer, with the Clerk of the Court, Sumter County, Florida. The successful Proposer will be required to follow the same sequence above for Task Orders No. 3 and No. 4 associated with the Phase II Improvements. All Proposers are required to complete and submit the Forms included in Appendix B of this RFQ. No responses received after the time and date specified for the RFQ submittal will be considered. The City of Wildwood, Florida reserves the right to reject any and all proposals, to waive any and all non-substantial irregularities in RFQ submittals received, whenever such waiver or rejection is in the best interest of the City. RFQ submittals shall be addressed to the City Manager, City of Wildwood, 100 North Main Street, Wildwood, FL 34785, in a sealed envelope plainly marked on the outside: **RFQ #2023-03 "CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES - WILDWOOD WRF EXPANSION AND BNR IMPROVEMENTS"**.

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APPENDICES

A Overview of Existing Wildwood WRF and Proposed Improvements

B Required Forms to be Submitted



CITY OF WILDWOOD, FL
REQUEST FOR QUALIFICATIONS (RFQ)
CONSTRUCTION MANAGEMENT AT RISK SERVICES (CMAR) -
WILDWOOD WRF EXPANSION AND BNR IMPROVEMENTS

1. INTENT AND GENERAL INFORMATION

1.1 Request for Qualifications

Sealed qualifications will be received by the City of Wildwood at City Hall located at 100 North Main Street, Wildwood, Florida, **until 2 pm (EDT) on January 11, 2023**. Proposers shall take careful notice of the following conditions of this RFQ:

- Submissions by fax, e-mail, or other electronic media will not be accepted under any circumstances. Late RFQ submissions will not be accepted under any circumstances.
- Proposers may withdraw and/or replace qualifications at any time until the deadline for submission of qualifications.
- **All Proposer questions received by 5 pm (EDT) on December 22, 2022 will be considered.** Questions will not be answered over the phone. Questions regarding the RFQ process must be made, in writing, and submitted via e-mail, to Jason McHugh, City Manager, at jmchugh@wildwood-fl.gov.
- Do not attempt to contact any Evaluation Committee member, City Commissioner, City staff member, or any person other than Jason McHugh, City Manager, for questions relating to this project and RFQ. Anyone attempting to lobby City of Wildwood representatives shall be disqualified.
- Any Proposer affected adversely by an intended decision with respect to the award of a contract related to this RFQ and project, shall file with the City Clerk's Office for the City of Wildwood, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays, and legal holidays), after the posting of the rankings. Protest procedures may be obtained in the City Clerk's Office, City Hall, 100 North Main Street, Wildwood, Florida, 34785 between 8 am - 5 pm, Monday through Friday.
- ***It is the sole responsibility of each Proposer to monitor the City's website (www.wildwood-fl.gov) and DemandStar (www.demandstar.com) for any and all documents, including addendums.***

1.2 Qualifications Documents

Each Proposer shall carefully examine the RFQ, Scope of Work and other applicable documents and inform himself/herself thoroughly regarding any and all conditions and requirements that may in any manner affect their submittal, project cost, progress or performance to be performed under a CMAR Contract with the City. Ignorance on the part of the Proposer will in no way relieve him/her of the obligations and responsibilities assumed under the RFQ and any potential CMAR Contract with the City.

Proposers shall deliver a complete RFQ submittal to the City by the required deadline, meet the RFQ submittal requirements, and include all required forms (Appendix B) as detailed herein.

2. PURPOSE

The City of Wildwood (herein after, "City") has issued this Request for Qualifications (hereinafter, "RFQ") with the sole purpose and intent of obtaining qualifications from interested and qualified individuals or firms offering to provide **Construction Management at Risk (CMAR) Services for the Wildwood WRF Expansion and BNR improvements**. A Proposer may be referred to herein as the Contractor, Proposer or Respondent either with capitalization or without.

A detailed summary of the existing Wildwood WRF and project description of the proposed BNR improvements (Phase I and II) is contained herein in this RFQ document (Appendix A). An award, if made, will be made to the best overall Proposer whose RFQ qualifications submittal is most advantageous to the City, taking into consideration the evaluation criteria set forth in this RFQ. The Project Engineer (CPH, LLC) has already been selected by the City, has generated a Conceptual Design Report (CDR) for the required facility improvements that was previously approved by City Staff and the City Commission, and is currently working on the Phase I and II design improvements under a separate contract.

3. PROJECT BACKGROUND

The existing Wildwood WRF is classified as a Wastewater Treatment plus Filtration Facility (Category III, Class B) utilizing the oxidation ditch modification of the activated sludge process to treat the raw wastewater from the service area and is operating under FDEP Operations Permit No. FLA013497. The Wildwood WRF has undergone numerous upgrades since the installation of the first package treatment plant in the 1970's. However, a significant portion of the facility infrastructure is aging, corroding, outdated and failing. In addition, there are hydraulic and operational issues that are currently limiting the treatment capacity of the facility to approximately 2.80 MGD AADF.

The existing facility processes include mechanical screening, flow equalization, secondary treatment through two (2) pair of oxidation ditches operating in a “series” configuration, secondary clarification, tertiary (disc) filtration, high-level disinfection using sodium hypochlorite, two lined reject/reuse water storage ponds and high service pumping to the reclaimed water distribution system, North Sumter Utilities (NSU) and the City’s R-12 site. The sludge treatment system consists of aerobic digestion and dewatering (belt filter press) prior to final disposal.

In 2022, the City contracted with CPH, LLC to provide engineering services for evaluation of the existing treatment facility, development of a Conceptual Design Report (CDR) for the proposed improvements, and engineering design and construction administration services associated the capacity expansion and BNR treatment process improvements to the WRF to meet the projected service area demands/capacity. The proposed project will include the following improvements: (1) short-term improvements to the existing Wildwood WRF (Phase I); and (2) construction of the first phase of a new 6.0 MGD WRF, on City property located adjacent to the existing Wildwood WRF, capable of producing an advanced wastewater treatment (AWT) effluent (Phase II). CPH, LLC is the Engineer of Record (EOR) for the project and will work with City management/staff and the CMAR Contractor during design, pre-construction activities, and construction of the proposed WRF expansion and BNR improvements.

With the limited treatment capacity of the existing Wildwood WRF, supply chain issues, and the inflationary economy that currently exists, the City and CPH, LLC have determined that it is in the City’s best interest to engage a Construction Manager at Risk (CMAR). The intent is to utilize the CMAR project delivery method to provide value engineering services during design that will result in schedule, supply, and cost savings. In addition, the CMAR Contractor shall ensure that the construction costs will be transparent through the open-book Guaranteed Maximum Price (GMP) process.

The Wildwood WRF Expansion and BNR Improvements project will be funded by City resources and potentially a State Revolving Fund (SRF) Loan from the Florida Department of Environmental Protection (FDEP). Neither the State of Florida nor any of its departments, agencies or employees is or will be a party to this RFQ or any resulting Contract. The Contractor shall be required to abide by the FDEP Supplementary Conditions (Construction and Materials/Equipment), Davis-Bacon wage rates and submittal of weekly certified payrolls and the American Iron and Steel (AIS) requirements should the City execute an SRF Loan with the FDEP.

4. INQUIRIES

Direct any and all questions related to this RFQ for the Wildwood WRF Expansion and BNR Improvements project to Jason McHugh, City Manager, and submit such questions in writing, via e-mail, to him at jmchugh@wildwood-fl.gov. Please include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly. Questions shall be submitted no later than December 22, 2022 at 5:00 pm (EDT). Questions will not be answered over the phone or by e-mail.

The only official answer or position of the City will be stated in writing from the City. No oral interpretations will be made to any Proposer as to the meaning of the RFQ Questions asked, along with the answers rendered will be electronically posted on the City website (www.wildwood-fl.gov) and on DemandStar (www.demandstar.com) in the form of an addendum. It is the sole responsibility of each Proposer to monitor the City's website (www.wildwood-fl.gov) and DemandStar (www.demandstar.com) for any and all addendums. In case any Proposer fails to acknowledge receipt of such addenda or addendum, their offer will nevertheless be construed as though it had been received and acknowledged and the submission of his RFQ submittal will constitute acknowledgment of the receipt of same.

5. METHOD OF SOURCE SELECTION

The City is using the competitive sealed qualifications method of source selection for this procurement. Each submittal will be reviewed to determine if it is responsive to this RFQ. Submittals deemed to be non-responsive may be rejected without being evaluated by the Evaluation Committee. The Evaluation Committee, appointed by the City Manager, shall be comprised of a minimum of three (3) City employees and will make a recommendation to the City Commission who will make the final CMAR Contractor selection. An RFQ submittal which has been signed, submitted and contains all the required information and filled-out forms will be deemed responsive. Poor formatting, poor documentation, incomplete or unclear information may be considered as a substandard submission and may adversely impact the evaluation of the Proposer's submittal. Proposers who fail to comply with the required and/or desired elements of this RFQ do so at their own risk.

The City may, as it deems necessary, conduct discussions with Proposers for the purpose of clarification to assure full understanding of, and responsiveness to, the RFQ requirements.

Selection will be based on the criteria as defined within this RFQ. **The City has the absolute ability to select the Proposer strictly based on the written RFQ submittals only** due to the time sensitive nature of this project. A Proposer's submittal shall be complete and provide evidence of their ability to provide complete, thorough, and comprehensive responses and information to each of the components of this RFQ. Proposers should not withhold any information from their written RFQ submittal to the City as oral presentations/interviews may not be conducted. However, if after review of the RFQ submittals have been review by the Evaluation Committee, the City decides to conduct in-person interviews (City's sole discretion), a short-list of Proposers will be developed, short-listed Proposers notified, and in-person interviews conducted at City Hall, within one-week of the short-listing and Proposer notification.

6. PRE-SUBMITTAL CONFERENCE

A pre-submittal conference **will not be conducted** as part of this RFQ solicitation.

7. RFQ TIMETABLE

Listed below are the important dates and times, associated with this RFQ, by which the actions noted must be completed. All dates are subject to change at the sole discretion of the City. If the City finds it necessary to change any of these dates or times prior to the RFQ submittal due date, the change(s) will be accomplished by addendum and will be posted to the City's website (www.wildwood-fl.gov) and DemandStar (www.demandstar.com). It is the sole responsibility of the Proposer to monitor the City's website (www.wildwood-fl.gov) and DemandStar (www.demandstar.com) for all RFQ-related documents and addendums.

RFQ Event/Action	Completion Date
Issue RFQ Solicitation	December 9, 2022
Last Date for Receipt of Written Questions from Proposers	December 22, 2022 (5 pm, EDT)
Addendums Issued (as necessary)	December 27, 2022
RFQ Submittal Date	January 11, 2023 (2 pm, EDT)
Evaluation Committee Meeting to Review Submittals	January 17, 2023
Respondent Presentations (If Necessary)	January 24, 2023
Notice of CMAR Contractor Recommendation	February 6, 2023
City Commission Hearing Date for CMAR Contractor Award	February 13, 2023

8. GENERAL DESCRIPTION/SCOPE OF WORK

8.1 General

The City of Wildwood is soliciting responses to this RFQ from qualified individuals or firms to provide professional Construction Management at Risk (CMAR) services for the City's WRF Expansion and BNR Improvements. The WRF is located at 1290 Industrial Drive, Wildwood, FL. An overview of the existing Wildwood WRF and a detailed description of the proposed BNR improvements (Phase I and II) is presented in Appendix A of this RFQ.

The CMAR Contractor will serve as the City's representative and work with the City's Project Engineer (CPH, LLC) which is providing services under a separate contract with the City. The City will require the CMAR Contractor to provide pre-construction services such as production of cost estimating, project scheduling, value engineering, analysis of the design documents for constructability, coordination, detailing, materials and systems (electrical, mechanical, life safety, communications etc.), and development of a Guaranteed Maximum Price (GMP) proposal (open-book approach), based on the 90% complete Construction Documents.

The cost of the work will include all costs related to complete the project work, including a proposed percentage fee for overhead and profit, which will be negotiated within the not-to-exceed percentage for the project. The CMAR Contractor will be required to seek competitive bids for all subcontracted work and materials, which will be included as part of the GMP. The City Clerk and City Manager will work closely with the CMAR Contractor to establish a procedure to be used for soliciting and selecting subcontractors as well as material suppliers. The CMAR Contractor may self-perform work associated with the project; however, they will be required to submit their bid for the proposed work and two additional bids from other subcontractors/firms to the City Clerk/City Manager and Project Engineer to review (lowest price will be selected to perform the work).

The City shall exercise its right, as a tax-exempt entity, to recover sales tax through the Owner Direct Purchase (ODP) process.

Proposer's shall be capable of obtaining and providing Security, Performance, Payment, and Material and Workmanship bonds for the Project. Upon reaching an agreement on the initial terms of the Contract (Task Order No. 1/Task Order No. 3), the successful Contractor shall provide a Security Bond to the City, in the amount of 5% of the Initial GMP (developed by the Contractor). The Security Bond will ensure that the all required project bonds and insurance will be acquired by the CMAR Contractor once the final GMP is mutually agreed upon by both parties (Task Order No. 2/Task Order No. 4).

8.2 General Services to be Provided

A. Preconstruction Work Scope

1. Progress Meetings

The CMAR Contractor shall attend project meetings with City Staff and the Project Engineer (CPH, LLC) at regularly scheduled intervals throughout the Preconstruction Phase. Frequent (weekly/bi-weekly) Project Team meetings are anticipated prior to the City's acceptance of the mutually agreed upon "open book" Guaranteed Maximum Price (GMP).

2. Timeline

The CMAR Contractor shall prepare an estimating and permitting timeline outlining the tasks required during the Preconstruction phase.

3. Estimates/Estimating - Design Development

The CMAR Contractor shall prepare an updated cost estimate based on the Contract Drawings and Technical Specifications within (30) calendar days of receipt of the Contract drawings and technical specifications (60%). The CMAR

Contractor will prepare an updated estimate after the Value Engineering and Constructability Workshop, based on the seventy-five percent (75%) Contract drawings and technical specifications within thirty (30) calendar days of receipt of the drawings and technical specifications. Any significant deviations from the previous cost estimate relative to quantities, costs and schedule will be identified along with a suggested action plan to realign the project with the budget. The estimate will be a detailed and comprehensive exercise further narrowing the scope of assumptions and qualifications.

4. Guaranteed Maximum Price (GMP) Estimate

90% Construction Documents: At ninety percent (90%) completion of the Construction Documents, the CMAR Contractor shall submit the Guaranteed Maximum Price (GMP) Estimate within forty-five (45) calendar days of receipt of the ninety percent (90%) contract drawings and technical specifications for the proposed facility expansion and BNR improvements. The cost estimate will be a summary of general conditions, general requirements, insurance, bonds, fees, costs of the work and actual subcontractor proposals tabulated with detailed scope completeness and accuracy, along with assumptions and qualifications.

5. Value Engineering and Constructability

The CMAR Contractor shall thoroughly review the Contract Documents and then meet with City Staff and the Project Engineer for a Value Engineering and Constructability Workshop. Concurrent with each estimate, the CMAR Contractor shall submit a detailed list of value engineering options, complete with estimated costs and schedule impacts. The CMAR Contractor shall also provide the City and Project Engineer with continual input addressing constructability, availability of materials, supply chain issues, qualified trades for specialized systems, comparative cost/benefit analyses for various project systems, construction means and methods and budget/schedule impact as specific phases of the overall design are developed to ensure the development and completion of Contract Documents within the budget and schedule limitations.

6. Subcontractor Bid Package and Procurement

The CMAR Contractor shall develop comprehensive and competitively bid packages for each construction trade during the GMP subcontractor bidding. The City Clerk and FDEP SRF Loan Manager (if loan is used) shall approve the process used by the CMAR Contractor for noticing, accepting and awarding subcontracts for each of the trades. The CMAR Contractor shall select at least three (3) qualified subcontractor bidders (or self-performed work plus two subcontractor bids); shall diligently work to include local area businesses; identify long-lead delivery materials and equipment; work with the City to identify qualified vendors and complete subcontractor and vendor negotiations after GMP approval

and the construction services agreement is finalized. The successful CMAR Contractor agrees that prior to issuance of any construction bidding, the FDEP SRF program managers will be provided general draft bid documents for review.

B. Construction Work Scope

Following negotiation of a Guaranteed Maximum Price (GMP) and execution of a Construction Services Agreement with a mutually agreed upon GMP, the CMAR Contractor shall become the General Contractor and manage all facets of construction as agreed to in the Construction Services Agreement. For more detailed information regarding the General Contractor's Scope of Work, refer to Article 14, Contract and Task Order Approval.

9. GENERAL TERMS AND CONDITIONS

9.1 Licenses

The successful CMAR Contractor is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Laws, Statutes, Ordinances, and rules and regulations of any kind.

Copies of the required licenses must be submitted with the Proposer's RFQ submittal indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work required to construct the City of Wildwood WRF Expansion and BNR Improvements project.

9.2 Principals/Collusion

By submission of a response to this RFQ, the undersigned, as Proposer, does declare that the only person or persons interested in this Proposal, as principal or principals, is/are named in the RFQ submittal and that no other person has any interest in this Submittal or in the Contract to be entered into; that this Submittal is made without connection to any other person, company or parties, and that this Submittal is, in all respects, fair and submitted in good faith without collusion or fraud.

9.3 Taxes

The City is a governmental agency under Florida Law and exempt from Federal Excise and State of Florida Sales Tax and anticipates utilizing the Owner Direct Purchase (ODP) method to recover sales tax on materials and equipment.

9.4 Relation of City

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

9.5 Funding Availability

Any Contract executed for the services set forth in this RFQ shall be subject to funding availability. The City anticipates the use of Utility Funds, Impact Fees, and potentially an FDEP SRF Loan to fund this project. By submission of a response to this RFQ, the successful CMAR Contractor acknowledges and agrees to incorporate all FDEP State Revolving Fund (SRF) Supplementary Conditions for Construction and Materials/Equipment Procurement requirements as needed. The CMAR Contractor shall also meet all requirements associated with the Davis Bacon Wage Rates and American Iron & Steel (AIS) requirements if an FDEP SRF Loan is executed by the City for this project.

Unless otherwise provided by law, a Contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the Contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the fiscal period at the time of the Contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by the City thereafter. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the Contract shall be cancelled and the Proposer shall be entitled to reimbursement for the reasonable value of any non-recurring cost incurred but not advertised in the price of the supplied or services delivered under the Contract or otherwise recoverable.

9.6 Restricted Discussions (Lobbying)

From the date of issuance of the RFQ until final City Commission action, the Proposer shall not discuss the RFQ or any part thereof with any employee, agent, or representative of the City except as expressly authorized by the City's point of contact identified in this RFQ (Jason McHugh, City Manager - jmchugh@wildwood-fl.gov). Violation of this restriction will result in **rejection** of the Proposer's RFQ submittal.

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any City employee. Only those communications that are in writing, from the authorized City point of contact, Jason McHugh, City Manager, via an

addendum, shall be considered pertinent to this RFQ. Only communications from the Proposer that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the Proposer.

Proposers are not to contact members of the City Commission for such purposes as meetings or introductions, luncheons, dinners, etc. During the process, from RFQ announcement to final City Commission approval, no firm or their agent shall contact any employee of the City in reference to this RFQ, with the exception of the City Manager for questions related to the solicitation or the process. Failure to abide by this provision may serve as grounds for disqualification under this RFQ.

9.7 Key CMAR Personnel

In delivering an RFQ submittal to the City, the Proposer is representing that each person listed or referenced in the RFQ submittal shall be available to perform the services described for the City, barring illness, accident, or other unforeseeable events of a similar nature in which case the Proposer must be able to promptly provide a qualified replacement. In the event the Proposer wishes to substitute personnel, the Proposer shall propose personnel with equal or higher qualifications and each replacement person is subject to prior written City approval. In the event the requested substitute person is not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the CMAR Contract for cause.

9.8 Single Proposal Submittal

Each Proposer must submit, with their RFQ Submittal, all required filled out and signed forms included in this RFQ (Appendix B). Only one (1) RFQ Submittal from a legal entity as a primary will be considered. A legal entity that submits an RFQ Submittal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a subconsultant to any other firm submitting under the same RFQ.

9.9 Signature of the Proposer

The Proposer must sign the RFQ forms, included in Appendix B, in the space provided for the signature. If the Proposer is an individual, the words "Doing Business As _____," must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the Proposer's name and the words, "Member of the Firm" should be written beneath such signature. If the Proposer is a corporation, the title of the officer signing the RFQ on behalf of the corporation must be stated and evidence of his/her authority to sign the RFQ forms must be submitted. The Proposer shall state in the Qualification Forms the name and address of each person interested therein.

9.10 Protest Procedures

Any Proposer affected adversely by an intended decision with respect to the award of a contract related to this RFQ and project, shall file with the City Clerk's Office for the City of Wildwood, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays, and legal holidays), after the posting of the rankings. Protest procedures may be obtained in the City Clerk's Office, City Hall, 100 North Main Street, Wildwood, Florida, 34785 between 8 am - 5 pm, Monday through Friday. Any appeal or protest to the Request for Qualifications shall be governed by the City of Wildwood's Purchasing Policies and Procedures.

9.11 Governing Laws and Regulations

The Proposer is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

9.12 Public Entity Crimes

Pursuant to Section 287.132 and 287.133 Florida Statutes, a person, firm or affiliate who has been placed on the Convicted Vendor list following a conviction for a public entity crime may not submit a proposal/submittal to provide any goods or services to a public entity; may not submit a proposal/submittal to a public entity for the construction or repair of a public building or public work; may not be awarded or perform work as a Contractor, Supplier, Consultant, Subcontractor, or Subconsultant under a Contract with any public entity; and may not transact business with any public entity for a period of thirty-six (36) months following the date of being placed on the Convicted Vendor list.

Therefore, and pursuant to Section 287.132 and 287.133 Florida Statutes, the City, as a public entity, may not consider an RFQ submittal from, award any Contract to, or transact any business in excess of the threshold amount set forth in Section 287.017, Florida Statutes, with any person or affiliate on the convicted Contractor list for the time periods specified unless such person has been removed from the list pursuant to law.

9.13 Conflict of Interest

The Proposer shall complete the Conflict of Interest Disclosure Form included as an attachment to this RFQ document (Form 8, Appendix B). Disclosure of any potential or actual Conflict of Interest (due to ownership, contracts, interest associated with this project, etc.) is subject to City staff review and does not in and of itself disqualify a Proposer from consideration. These disclosures are intended to identify and or preclude Conflict of Interest situations during the selection, award and Contract execution processes.

If any officer, director, or agent of the Proposer is also an employee of the City, then the Proposer shall clearly identify in their RFQ submittal the name of the individual(s) and the position he or she holds. Further, Proposer's shall disclose the name(s) of any City employee(s) who owns, directly or indirectly, any interest in the organization or any of its branches. This does not include stock in a publicly traded organization unless the individual holds more than a ten percent (10%) stake.

If there is a Conflict of Interest, as defined above, and by Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, then the Proposer cannot be considered for project award.

9.14 Prohibition of Gifts to City Employees

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

- Prohibition by the individual, Proposer, and/or any employee of the Proposer from contact with City Commission members or City staff for a specified period of time
- Prohibition by the individual and/or Proposer from doing business with the City for a specified period of time, including but not limited to: submitting bids/proposals, responses, and/or quotes
- Immediate termination of any Contract held by the individual and/or Proposer for cause

9.15 Immigration Reform and Control Act (IRCA) and Immigration and Nationality ACT (INA)

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

The City also actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and non-discrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to

be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Proposer shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The Proposer must be able to verify an employee's eligibility to work in the U.S. upon demand by the City, State, or Federal Government throughout the duration of the CMAR Contract.

9.16 Scrutinized Company List

Florida Statutes, Sections 287.135, prohibits Florida municipalities from contracting with companies, for goods or services over \$1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, engaged in any Business operations with Cuba or Syria, or which are on the list of Scrutinized Companies that Boycott Israel. The list of Scrutinized Companies is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of Scrutinized Companies can be found at the following link:

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

9.17 Confidentiality of Documents

Upon receipt of RFQ submittals by the City, the RFQ submittals shall become the property of the City without compensation to the Proposer, for disposition or usage by the City at its discretion. The details of the RFQ submittals shall remain confidential until final award of the project.

9.18 Equal Employment Opportunity

During the performance of any Contract with the City, the Proposer agrees to the following:

The Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, place of birth, or physical handicap.

9.19 Truth in Negotiations

The Proposer certifies to Truth-in-Negotiations and the wage rates and other factual unit costs supporting the compensation, during the open-book GMP process, are accurate, complete, and current at the time of contracting. Further, the mutually agreed upon GMP

and any additions thereto shall be adjusted to exclude any significant sums where the City determines the GMP price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustment must be made within one (1) year following the end of the Contract.

9.20 Right to Audit Records

The City shall be entitled to audit the books and records of the Proposer or any subconsultant to the extent that such books and records relate to the performance of the Contract. Such books and records shall be maintained by the Proposer for a period of three (3) years from the date of final project payment under the Contract and by any subconsultant for a period of three (3) years from the date of final project payment under a subcontract unless a shorter period is otherwise authorized in writing.

9.21 Project Award

It is understood that the City is not obligated to make an award under or as a result of this RFQ process or to award such Contract. The City reserves the right to award such Contract, if any, to the best qualified Proposer(s).

The City has the sole discretion and reserves the right to cancel this RFQ, and to reject any and all RFQ submittals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised requirements, if it is deemed to be in the City's best interests to do so.

10. STANDARD INSURANCE REQUIREMENTS

10.1 General

The Proposer shall maintain, on a primary basis and at its sole expense, at all times while performing work for the City, the "Standard Insurance Requirements" described herein. **Proposers responding to this RFQ shall provide with their submittal, a Certificate of Insurance (COI) or a letter from the insurance company stating required coverage is obtainable.** Prior to commencement of any work being done for the City, a COI will be required. Work is defined as any service provided to the City by a Vendor/Consultant/Proposer who must access City property in order to provide the service(s). The requirements contained herein, as well as the City's review or acknowledgment, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Proposer under this Contract.

10.2 Financial Rating of Insurance Companies

All insurance companies must have a financial rating of A or higher by A.M. Best Company, Inc., except for self-insured insurance companies.

10.3 Commercial General Liability Insurance

The Proposer shall maintain Commercial General Liability Insurance at a limit of liability not less than **\$1,000,000** each occurrence and **\$2,000,000** annual aggregate. Due to the nature of the work involved, Consultants performing program and/or contract management services are required to maintain **\$1,000,000** each occurrence and **\$1,000,000** annual aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability. The self-insured retention or deductible shall not exceed **\$25,000**.

10.4 Business Automobile Liability Insurance

The Proposer shall maintain Business Automobile Liability Insurance at a limit of liability not less than **\$500,000** each occurrence. Coverage shall include liability for owned, non-owned and hired automobiles. In the event the Proposer does not own automobiles, the Proposer shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

10.5 Worker's Compensation Insurance and Employers Liability Insurance

The Proposer shall maintain its own Worker's Compensation Insurance and Employers Liability in accordance with Florida Statute Chapter 440. **NOTE - Elective exemptions or coverage through an employee leasing arrangement will be on a case by case basis.**

10.6 Umbrella or Excess Liability Insurance (Required for Large Contracts)

The Proposer shall maintain either a Commercial Umbrella or Excess Liability Insurance at a limit of liability not less than **\$2,000,000** each occurrence and **\$2,000,000** aggregate. The Proposer shall endorse the City as an "Additional Insured" on the Umbrella or Excess Liability Insurance, unless the Commercial Umbrella/Excess Liability Insurance provides coverage on a pure "True Follow-Form" basis, or the City is automatically defined as an additional protected person. Any self-insured retention or deductible shall not exceed **\$25,000**.

10.7 Professional or Errors and Omissions Liability Insurance (When Applicable)

The Proposer shall maintain a Professional Liability or Errors & Omissions policy at a limit of liability no less than **\$2,000,000**. The Proposer shall endorse the City as an "Additional Insured" on the Professional and/or Errors & Omissions Liability Insurance.

10.8 Additional Insured

The Proposer shall endorse the City as an "Additional Insured" on the Commercial General Liability Insurance with a CG 2010 Additional Insured - City's, Lessees, or Contractors, or CG2026 Additional Insured - City's, Lessees, or Contractors - Scheduled Person or Organization endorsement, or similar endorsement providing equal or broader Additional Insured coverage.

In addition, the Proposer shall endorse the City as an Additional Insured under the Proposer's Commercial Umbrella/Excess Liability as required herein.

10.9 Indemnification

The Proposer shall indemnify and hold harmless the City and their elected officials, employees, agents, representatives, and volunteers from and against any and all claims, damages, losses and expenses, (including legal costs), or liabilities based on third-party claims of injury to persons or damage to property arising out of or resulting, in whole or in part, from a negligent act or omission or willful misconduct of consultant or its employees, subcontractors, agents or representatives.

10.10 Deductibles, Coinsurance Penalties, and Self-Insured Retention

The Proposer shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to the City, the Proposer shall, when requested by the City, maintain a Commercial Surety Bond in an amount equal to said deductible amount.

10.11 Waiver of Subrogation

The Proposer shall provide a Waiver of Subrogation in favor of the City, subconsultant, architects, or engineers for each required policy providing coverage

during the life of this Contract. When required by the insurer, or should a policy condition not permit the Proposer to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Proposer shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should the Proposer enter into such an agreement on a pre-loss basis.

10.12 Right to Revise or Reject

The City reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, the City reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due to its poor financial condition or failure to operate legally. In such events, the City shall provide the Proposer written notice of such revisions or rejections.

10.13 No Representation of Coverage Adequacy

The coverages, limits or endorsements required herein protect the primary interests of the City, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Proposer against any loss exposures, whether as a result of the Project or otherwise.

10.14 Certificate(s) of Insurance (COI)

The Proposer shall provide the City with a COI clearly evidencing that all coverage, limits and endorsements required herein are maintained and in full force and effect. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate of Insurance. In the event the City is notified that a required insurance coverage will cancel or expire during the period of this Contract, the Proposer agrees to furnish the City prior to the expiration of such insurance, a new Certificate of Insurance (COI) evidencing replacement coverage. When notified by the City, the Proposer agrees not to continue work pursuant to this Contract, unless all required insurance remains in effect.

The City shall have the right, but not the obligation, of prohibiting the Proposer from entering the WRF Project site until a new COI is provided to the City evidencing the

replacement coverage. The Proposer agrees the City reserves the right to withhold payment to the Proposer until evidence of reinstated or replacement coverage is provided to the City. If the Proposer fails to maintain the insurance as set forth herein, the Proposer agrees the City shall have the right, but not the obligation, to purchase replacement insurance, and the Proposer agrees to reimburse any premiums or expenses incurred by the City.

The Proposer agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the City has been endorsed on the Commercial General Liability Insurance with a CG 2010 Additional Insured - City's, Lessees, or Consultants, or CG 2026 Additional Insured - City's, Lessees, or Contractors - Scheduled Person or Organization endorsement, or similar endorsement providing equal or greater Additional Insured coverage.
2. Clearly indicate the City is endorsed as an Additional Insured, or Loss Payee, on the Builder's Risk Insurance, and when applicable, Additional Insured on the Commercial Umbrella/Excess Liability Insurance as required herein.
3. Clearly identify each policy's limits, flat and percentage deductibles, sub-limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
4. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
5. Forward original to and clearly indicate Certificate Holder and Additional Insured as follows:

City of Wildwood
100 North Main Street
Wildwood, FL 34785

The Proposer shall be responsible for all sub-consultants and their insurance.

All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the City. At the option of the City, the insurer shall reduce or eliminate such deductible or self-insured retention; or the Proposer shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

All insurance companies must be authorized to transact business in the State of Florida.

The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Proposer and/or subconsultant providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the City of any insurance supplied by the Proposer, nor a failure to disapprove that insurance, shall relieve the Proposer of full responsibility of liability, damages and accidents as set forth herein.

11. RFQ SUBMITTAL INFORMATION

11.1 Compliance with the RFQ

RFQ Submittals must be in strict compliance with this Request For Qualifications. Failure to comply with all provisions of this RFQ may result in disqualification.

11.2 Acknowledgment of Insurance Requirements

By signing and submitting its RFQ submittal, the Proposer acknowledges that it has read and understands the insurance requirements for this solicitation.

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

The Proposer's insurance obligations shall not be limited in any way by the agreed upon Contract price, or the Proposer's limit of, or lack of, sufficient insurance protection. The Proposer also understands that the evidence of required insurance may be required within ten (10) days after receipt of the Notice of Selection for Award for Task Order No. 2/Task Order No. 4; otherwise, the City may rescind its acceptance of the Proposer's RFQ Submittal.

11.3 Acknowledgment of Bonding Requirements

By signing and submitting its RFQ submittal, the Proposer acknowledges that it has read and understands the bonding requirements for this solicitation.

Upon completion of Task Order No. 1 - Preconstruction Services for the proposed Phase I Improvements, development of an "open book" Project GMP, and Notice of Award of Task Order No. 2 - Construction Services for the proposed Phase I Improvements, the successful Proposer shall be required to furnish and pay for a Security Bond, and one hundred percent (100%) Performance, Payment, and Material and Workmanship Bonds. The bonds are to be recorded by the Proposer, with the Clerk of the Court, Sumter County, Florida. The successful Proposer will be required to follow the same sequence above for Task Orders No. 3 and No. 4 associated with the Phase II Improvements.

The Security Bond shall be retained by the City to ensure that if the successful Proposer fails to execute the unaltered, mutually agreed upon final GMP (Task Order No. 2/Task Order No. 4), or fails to deliver any required Performance, Material and Workmanship, Payment Bonds or Certificates of Insurance (COI), all within ten (10) calendar days after receipt of the Notice of Selection for Award for Task Order No. 2/Task Order No. 4, then the City will enforce the Security Bond. The Security Bond shall provide the City with assurances that once a mutually agreed upon GMP, that the Proposer will provide the remaining bonds. The Security Bond shall be executed by a corporate Surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the Surety will, upon demand, forthwith make payment to the City upon said bond.

Performance, Material and Workmanship, and Payment Bonds: Performance, Material and Workmanship, and Payment Bonds shall be submitted to the City Clerk within ten (10) days of receipt of the City's accepted GMP cost proposal and written for 100% of the total GMP cost. The cost shall be borne by the Proposer receiving the Award (Task Order No. 2/Task Order No. 4).

The Performance, Payment, and Material and Workmanship Bonds shall be underwritten by a Surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the Surety shall be rated as A or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

11.4 Delivery of Submittals

All RFQ submittals shall be delivered, in accordance with the RFQ requirements herein, before 2:00 p.m. (EDT) on January 11, 2023 and in accordance with Article 12, RFQ Submittal Requirements and Organization.

The City shall not bear the responsibility for RFQ submittals delivered after the stated date and/or time indicated.

11.5 Ambiguity, Conflict, or Other Errors in the RFQ

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFQ, the Proposer shall immediately notify the City of such error, in writing, by contacting Jason McHugh, City Manager, via e-mail, at jmchugh@wildwood-fl.gov. The City will make modifications by issuing a written addendum, if necessary, to the City website (www.wildwood-fl.gov) and on DemandStar (www.demandstar.com). It is the sole responsibility of each Proposer to monitor the City's website and DemandStar for any and all RFQ-related documents, including addendums.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the RFQ prior to delivering an RFQ submittal to the City or such ambiguity, conflict, discrepancy, omission or other error shall be waived as determined by the City in its sole discretion.

11.6 Qualification, Presentation, and Protest Costs

The City shall not be liable in any way for any costs incurred by any Proposer in the preparation of its RFQ Submittal, nor for the presentation of its submittal (if required) and/or participation in any discussions, presentations, negotiations or, if applicable, any protest procedures.

11.7 Acceptance or Rejection of Qualifications

The City is a unit of local government and as such reserves the right to cancel this RFQ and to reject any and/or all RFQ submittals, reserves the right to waive any and all informalities or irregularities in the RFQ or examination process, to re-advertise with either the identical or revised RFQ requirements/qualifications, and reserves the right to accept the RFQ submittal which in the judgment of the City is deemed the most advantageous for the public and the City.

Any Response which is incomplete, conditional, obscured or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful Proposer, or refusal to enter into the City Contract, the City reserves the right to accept the RFQ submittal of any other Proposer or to re-advertise/re-solicit using the same or revised documentation, in its sole discretion.

11.8 Interpretations and Clarifications

No oral interpretations will be made to any Proposer as to the meaning of the RFQ Documents. Any questions or request for interpretation received, in writing, by the City

before the stated deadline for questions, will be given consideration. All such changes or interpretations will be made, in writing, in the form of an addendum and, if issued, will be distributed in accordance with the RFQ timetable presented in Section 7 herein. Each Proposer shall acknowledge receipt of such addenda in the space provided in Form 2 - Proposer's Certification (in Appendix B).

In case any Proposer fails to acknowledge receipt of such addenda or addendum, his/her RFQ package will nevertheless be construed as though it had been received and acknowledged and the submission of his/her RFQ will constitute acknowledgment of the receipt of same. All addenda are a part of the RFQ Documents and each Proposer shall be bound by such addenda, whether or not received by him/her.

It is the responsibility of each Proposer to verify that he/she has received all addenda issued before the established RFQ scheduled deadline.

11.9 Validity of RFQ Submittal

No RFQ Submittal may be withdrawn after it is filed unless the Proposer makes such a request, in writing, to the City prior to the time set for the closing of the RFQ.

All RFQ Submittals shall be valid for a period of one hundred twenty (120) days from the submission date to accommodate the evaluation and selection process.

12. RFQ SUBMITTAL REQUIREMENTS AND ORGANIZATION

12.1 General

The RFQ Submittal shall be deemed an offer to provide services to the City of Wildwood. In submitting a RFQ submittal, the Proposer declares that he understands and agrees to abide by all specifications, provisions, terms and conditions of the same, and all ordinances and policies of the City of Wildwood. The Proposer agrees that if the Contract is awarded to him, he will perform the work in accordance with the provisions, terms and conditions of the Contract.

To facilitate the fair evaluation and comparison of RFQ submittals, all submittals must conform to the guidelines set forth in this RFQ. Any portion of a submittal that does not comply with these guidelines must be so noted; however, any submittal that contains such variances may be considered non-responsive.

RFQ submittals shall be prepared simply and economically, providing a straightforward concise description of the Proposer's approach and capabilities to satisfy the conditions and requirements of this RFQ. Each section should be clearly labeled, with pages numbered and separated by a tab or tab page. Failure by a Proposer to include all required RFQ items may result in the rejection of its submittal.

Emphasis in each RFQ submittal must be on completeness and clarity of content. To expedite the evaluation of RFQ submittals, it is mandatory that Proposers follow the format and instructions contained herein. The City is not liable or responsible for any costs incurred by any Proposer in responding to this RFQ including, without limitation, costs for the RFQ submittal, presentations and/or demonstrations, if requested.

To facilitate analysis of its RFQ submittal, the Proposer shall prepare its RFQ submittal in accordance with the requirements outlined in this Article. If the Proposer's RFQ submittal deviates from these requirements, such RFQ submittals may, in the City's sole discretion, be rejected.

The City emphasizes that the Proposer concentrate on accuracy, completeness, and clarity of content.

12.2 Submittal Page Limitation

The page limit for the Proposer's RFQ Submittal is ninety (90) pages. It should be noted that double-sided pages shall count as two (2) pages. Covers, table of contents, divider tabs and the required signed forms (included in Appendix B) will not count against the ninety (90) page limit. All pages shall be numbered sequentially by section.

The RFQ submittal shall include individual tabs for each section of the submittal as described below. The font face and size for the RFQ submittal shall be Arial, 11-point only.

12.3 Submission Requirements

Proposers shall submit six (6) hard color copies, including one (1) original of the submittal and one (1) electronic copy (searchable PDF) to the City of Wildwood by the RFQ submission deadline (date and time).

The electronic copy of the RFQ submittal shall be in a PDF format and shall be submitted on a USB flash drive. **The PDF file shall be bookmarked with major and minor sections, and appendices (searchable)** and shall not be password protected.

The RFQ submittal package shall be sealed and clearly labeled on the outside of the package with the following label:

Request For Qualifications - RFQ #2023-03
Construction Management at Risk (CMAR) Services -
City of Wildwood WRF Expansion and BNR Improvements

**Attention: Jason McHugh, City Manager
City of Wildwood
100 North Main Street
Wildwood, FL 34785**

Submittals by FAX, e-mail or other electronic media will not be accepted under any circumstances. Late submissions will not be accepted under any circumstances.

12.4 Page Size and Format

Proposals shall be submitted on 8½-x-11-inch paper. Tri-folded 11x17-inch paper shall only be used as necessary (organizational chart, schedules, etc.).

12.5 Cover Page

The cover page shall include the title of the RFQ proposal, followed by Proposer's name, logo, date of submittal and contact information.

12.6 RFQ Cover Page

The next page of the RFQ submittal shall be fully a completed RFQ Cover Page provided and signed by an authorized officer of the Proposer (Form 1 in Appendix B).

12.7 Table of Contents

Provide a Table of Contents (TOC) for the Proposer's RFQ Submittal.

12.8 Tab 1 - Statement of Interest/Introduction

Provide a cover letter, on corporate letterhead, of no more than two (2) pages in length, signed by an authorized representative of the Proposer. The Statement of Interest/Introduction shall include:

- A brief statement describing the services to be provided with the Submittal
- Provide the name, address, telephone number and e-mail address of one person to whom all of the correspondence should be directed
- Highlight BNR construction qualifications and the ability to provide the CMAR services requested in the RFQ Submittal

- Highlight or summarize whatever information the Proposer deems appropriate
- Acknowledgment of receipt of addendum (and number), if any

12.9 Tab 2 - Business Organization and Firm History

A brief narrative, not exceeding two (2) pages, of the corporate organization and history of the firm, length of time in business under the current corporate name, and the firm's capabilities. The RFQ submittal should clearly identify the firm's general and local Florida government experience in providing the construction services requested. Be specific as to the number of years providing the specific services requested. The Proposer shall also include the following in this Tab:

- Provide the Proposer's Federal Employer Identification Number (FEIN). In the case of a sole proprietorship or partnership, provide the Social Security Numbers for all owners/partners.
- Identify the corporate office location where the majority of the services will be provided, project management will be supported through, or work will be performed.

12.10 Tab 3 - Qualifications, Relevant Experience and the Project Team

- A. Proposers shall provide a list and detailed description of their work on WRF projects that are the same as or similar to this project for the City. The information shall be presented in summary form and then can be followed as appropriate by a narrative.
1. List five (5) projects for which the Proposer provided CMAR/construction management services which are similar to this project for the City. In determining which projects are most similar, the Proposer shall consider the following: related size and complexity; construction type; BNR improvements; equipment installed that is similar to this project; how many members of the proposed Project Team worked on the listed project; and how recently the project was completed.
 2. For each of the listed projects, provide the following information: size, GMP (negotiated GMP and final project cost) or construction cost (original estimate, construction cost and final construction cost), current phase of development, estimated (or past) completion date, type of delivery method (lump sum, design/build, construction management at risk, etc.), scope of services, name of Project Team members within the Proposers firm and titles, name of Owner's contact person, telephone number and e-mail address, and the name, telephone number and e-mail address of the Project Engineer.

B. Project Team

1. Provide a description of the proposed Project Team. This description should provide the names, titles, firm names (if subcontractors are involved), and clearly identify the proposed role in the Project Team for each person.
2. Provide a detailed organizational chart of the key personnel who will be professionally associated with the engagement.
3. List total number of your firm's key personnel by skill group (i.e., cost control, estimating, scheduling, superintendents, project engineers/managers, etc.).
4. Name all key personnel which will be part of the CMAR Team (Project Manager, Project Engineer, Superintendent, Lead Estimator, Lead Scheduler, etc.) for the proposed City of Wildwood project and provide their cities of residence. For each person, provide a description of qualifications which will include at a minimum, the professional qualifications for each person, education, certifications, professional affiliations, number of years at their present position, number of years employed by the firm, and a summary of experience on projects similar to that described by this RFQ. This summary of experience will describe the services provided and the dates of such experience. Include experience with local governments and other public entities. Also, identify the role the aforementioned individuals will assume in the Contract with the City. Describe in detail the experience and expertise of each team member, specifically those of the Project Manager and Project Superintendent.

NOTE - Key personnel must be committed to the City of Wildwood WRF Expansion and BNR Improvements Project for its duration unless excused by the Owner. **This requirement is non-negotiable.**

5. For each project listed above in Article 12.10(A), list the members of the proposed Project Team who worked on the project and describe their roles.
6. If the Project Team as a whole provided CMAR/construction management services for any of the projects listed in Article 12.10(A), so indicate.
7. Provide a summary demonstrating the Project Team experience working together. This should include the projects submitted, team member roles on projects and a summary showing the relevance to the Wildwood WRF project scope and proposed improvements.
8. Name any consultants which are included as part of the Proposer's Project Team. Describe each consultant's proposed role in the project and its related experience. List any projects on which your firm has worked with the consultant in the past.

12.11 Tab 4 - Approach to the Engagement

- A. This Section shall include a description of the firm's understanding of the project goals, objectives and the CMAR/construction services required; approach to the project work associated with the Phase I and II improvements; identification of potential problems or concerns associated with the project work; potential issues with equipment supply chains; and a discussion of how to minimize the impacts on the Maintenance of Plant Operations (MOPO) during construction.
- B. Discuss experience in identifying and successfully meeting the requirements of the FDEP SRF Loan program, Davis-Bacon Act, and the American Iron and Steel (AIS) program. Avoid presenting duplication of information from other sections of the RFQ submittal.
- C. Also provide a statement of the Proposer's capacity to perform the work within the proposed project schedule (540 calendar days from NTP). This should take the form of either a narrative or chart which describes the available time for the proposed Project Team throughout the expected time frame for the project and which represents a commitment by the responding firms to allocate the necessary resources to the project.

12.12 Tab 5 - Value Engineering, Design Support, Project Scheduling, Project Estimating, Cost Control, and Project Communication

- A. Describe the Proposer's approach to partnering with the City of Wildwood and the Project Engineer (CPH, LLC). Provide examples of previous opportunities and experience providing value engineering on previous projects that may reduce project cost and provide added value, throughout all phases of a project.
- B. Discuss recommended protocols for meshing value engineering with budget, schedule, estimating, and potential redesign. Describe the benefits and the challenges associated with CMAR involvement in design activities (no points will be provided if the Proposer believes that there are no challenges).
 1. Cost Control: For two (2) of the Projects listed in response to Article 12.10(A), describe cost control methods for the design and construction phases. How did your firm develop cost estimates and how often were they updated? Provide examples of how these techniques were used and what degree of accuracy was achieved. Include examples of successful value engineering to maintain project budgets without sacrificing quality.
- C. Describe the firm's experience in expediting a project schedule and the anticipated opportunities to do so on this project. Provide your firm's ideal scenario for maintaining open communication between the City, Project Engineer, and CMAR Contractor throughout preconstruction and construction activities.

1. Scheduling: For two (2) of the Projects listed in response to Article 12.10(A), describe the way in which your firm developed and maintained design and construction project schedules. How did you develop schedules and how often were they updated? Provide examples of how these techniques were used. Include specific examples of scheduling challenges, and how your firm helped solve them.
- D. Information Management. For two (2) of the Projects listed in response to Article 12.10(A), describe the types of records, field records, logs, meeting minutes, monthly reports, monitoring systems and information management systems that your firm used in the management of those projects.

12.13 Tab 6 - Quality Control, Sanctions and Adverse Litigation

A. Quality Assurance/Quality Control (QA/QC)

1. In this section of the RFQ Submittal, the Proposer shall include the following:
 - (a) A descriptive statement, of the Proposer's quality control/quality assurance procedures, including the qualifications of the person(s) responsible for quality assurance.
 - (b) For two (2) of the Projects listed in response to Article 12.10(A), describe the way your firm maintained quality control during the preconstruction, construction and warranty phases. Provide specific examples of how these techniques were used.

B. Conflict Resolution

1. For two (2) of the Projects listed in response to Article 12.10(A), describe conflicts or potential conflicts with the Owner, Architect, Engineer, or trade contractors, and describe the methods used to prevent and/or resolve those conflicts.

C. Provide a list of any regulatory or license agency sanctions.

- #### D. Provide a summary of any and all litigation, claim(s) or contract dispute(s) filed by, or against, the Proposer in the past ten (10) years that are related to the services that Proposer provides in the regular course of business. The summary shall separate litigation filed by the Proposer from litigation filed against the Proposer and for each will include the Court, case style, case number, the nature of the litigation, the outcome or projected outcome and the monetary amounts involved for all such lawsuits. The summary will also include a separate list of any claim or contract dispute which has been asserted against the Proposer but which has not been filed

in a court of law. The list shall include the names of the parties making the claim or asserting the contract dispute, a brief description of such claim or contract dispute, the outcome or projected outcome, and the monetary amounts involved.

12.14 Tab 7 - Safety Record

- A. Describe your firm's approach to safety and how your firm ensures a safe workplace at the construction site.
- B. Provide a brief summary of the firm's standard safety plan and enforcement methods. Describe how the firm handles site visits from outside vendors and engineers. Provide a list of OSHA citations levied during the past five (5) years. Describe the infractions and indicate whether there was a warning or fine imposed and the dollar amount of each. Include details from your organization's OSHA 300A log for the past five (5) years including number of lost workday cases, restricted workday cases, cases requiring medical attention, and number of fatalities.

12.15 Tab 8 - Proposer's Availability

- A. Describe the Proposer's current workload and also provide the information in a tabular format. List the size of the projects, construction costs, client's name, scheduled substantial completion date of projects, and scheduled final completion date of the projects. The project with the nearest substantial completion date should be listed first, with other projects listed in order of substantial completion dates. Projects that have been awarded but are not yet under contract should appear at the end of the table.
- B. Discuss resources available to dedicate to this project and your approach to maintaining the project schedule.
- C. Attach a letter of intent from a Surety indicating the Proposer's bondability for this project. The Surety shall acknowledge that the firm may be bonded for each phase of the project. The Surety must be licensed to do business in the State of Florida, and must have a Best Rating of "A" and a financial size of "V" or higher.

12.16 Tab 9 - Existing Relationships

Identify any existing relationships that might affect either positively or negatively, the Proposer's ability to perform the CMAR/construction services requested.

12.17 Tab 10 - Reference Letters

Attach reference letters for three (3) similar WRF projects of similar scope and services.

12.18 Tab 11 - Required Forms

All forms, provided in Appendix B of this RFQ, shall be filled out in their entirety and signed, where required. Failure to complete, sign and include all forms may lead to the Proposer's RFQ Submittal being deemed non-responsive.

13. RFQ SELECTION CRITERIA AND SCORING

13.1 General

- A. The City's intent is to minimize the cost to Proposers who are responding to this request for qualifications, therefore Proposers are encouraged to be brief and succinct. Thick volumes of background and general marketing material will not be appreciated and will not carry favor with the Evaluation Committee Members. The City is seeking thoughtful, tightly-focused qualifications that document the Proposer's suitability for this Project and understanding of the Project and City. Experience must be described by each Proposer in the case that there are multiple firms proposed as one team.

The services being sought under this RFQ are professional in nature. Consequently, the evaluation of qualifications will be based upon the capabilities of the Proposers and will result in an award, if made, that is in the best interest of the City. Factors to be considered in the evaluation include, but are not limited to, the following:

- Capability of the Proposer to deliver the proposed CMAR/construction services using an open-book GMP process. Relevant experience and qualifications of the proposed Project Manager and key personnel.
- Proven experience as demonstrated with recent projects (either completed or underway) of similar project type, size, scope, and complexity for local government agencies within the State of Florida.
- Responses from a minimum of three (3) references.
- Composition, qualifications, and diversity of the skill-set of the Project Team for the services required by this RFQ.
- Capability of the Proposer to provide an efficient and constructive value engineering evaluation of the proposed project improvements
- Ability of the Proposer to have the staff available immediately to begin project work with City staff and the Project Engineer and to meet the fast-track deadlines anticipated for this project.

- B. All RFQ Submittals will be subject to a review and evaluation process. It is the intent of the City that all Proposers responding to this RFQ, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible RFQ submittals received in its evaluation and award process. For evaluation purposes, the term "responsible" means a business entity or individual who is fully capable of meeting all of the requirements of the solicitation and subsequent Contract. A Proposer must possess the full capability, including financial and technical, to perform as contractually required and be able to fully document the ability to provide good faith performance.
- C. A Proposer's RFQ submittal shall include all of the information required in this RFQ. Proposers should not withhold any information from their written RFQ submittal as oral presentations or demonstrations may not be conducted. The City has the absolute ability to select the Proposer strictly based on the written RFQ submittals only.
- D. During the evaluation process, and at the sole discretion of the City, written requests for clarification of one or more Proposer submittals may be conducted. Failure to respond may result in the Proposer being deemed non-responsive and serve as just cause to reject the Proposer's response to this solicitation.
- E. The City's anticipated procedure for selecting a CMAR Contractor, includes, but is not limited to, the following:
 - 1. The City Manager shall appoint an Evaluation Committee to review all RFQ Submittals received by the City prior to the required RFQ time and date. There will be a minimum of three (3) members on the Evaluation Committee, but always an odd number so as to avoid any ties or draws.
 - 2. Subsequent to the closing of the RFQ, the City Manager, or his designee(s), shall review the RFQ submittals received and verify whether each submittal appears to be minimally responsive to the requirements of the published RFQ.
 - 3. All Evaluation Committee members shall thoroughly review the Request for Qualifications (RFQ) document issued as part of this solicitation.
 - 4. All Evaluation Committee members shall review each RFQ Submittal, independently, and generate a preliminarily score based on the evaluation criteria and scoring stated herein.
 - 5. The Evaluation Committee will meet, in accordance with the proposed RFQ schedule, and the following shall be conducted:
 - (a) Discussion of the Wildwood WRF Expansion and BNR Improvements project and the individual RFQ submittals received.

- (b) Committee members will each generate a final scoring and ranking of each RFQ submittal.
- (c) The Evaluation Committee will then compile the individual scores and rankings, based on the evaluation criteria as stated herein, for each RFQ Submittal. They will then produce the final ranking of the RFQ submittals and identify the Proposer that, in the City’s sole opinion, is best suited for the project.

In general, the City wishes to avoid the expense and loss of time to the City and Proposers of unnecessary oral interviews/presentations. Therefore, the Evaluation Committee may make recommendations based on the scoring of the RFQ submittals alone, without requiring formal in-person oral presentations, at their sole discretion.

13.2 RFQ Submittal Evaluation Criteria and Scoring

It is the intent of the City to award a Contract to the Proposer who, in the sole opinion of the City, is most qualified to perform the scope of services required. The following evaluation criteria, will be used to score the RFQ submittals. A maximum of 100 points will be allocated per RFQ submittal. The following criteria, and allocated points, will be used in the RFQ submittal evaluation process:

Tab	Evaluation Criteria	Points
3	Qualifications and Experience of the Project Team	30
4	Approach to the Engagement and Project Management	25
5	Value Engineering, Project Scheduling, Estimating and Communication	20
6	Quality Control, Sanctions and Adverse Litigation	5
8	Proposer’s Availability	5
---	References	5
---	Quality of RFQ Submittal	5
---	Minority Business Enterprise	5
Total Proposal Points Allocation (Per Evaluation Committee Member):		100

The Proposer with the highest combined score, based on the scoring of all Evaluation Committee members, will be the selected as the CMAR Contractor for the Wildwood WRF Expansion and BNR Improvements project. The Evaluation Committee may make recommendations based on the scoring of the RFQ submittals alone, without requiring formal in-person oral presentations, at their sole discretion.



Per the City's Purchasing Policy, in the event of a tie, those Proposers who meet the requirements of the Florida Veterans Business Enterprise Opportunity Act (Florida Statute 295.187), Drug-Free Workplace Program (F.S. 287.087), or Minority Business Enterprises (F.S. 255.102) will be awarded preference points to break the tie.

13.3 Proposer In-Person Presentation Evaluation Criteria and Scoring (If Necessary)

If the Evaluation Committee determines that Proposer presentations are necessary, in-person oral presentations of the top three (3) Proposers, based on the rankings from the RFQ submittal scoring, will be limited to no more than thirty (30) minutes. Each Proposer will have up to twenty (20) minutes for their presentation and ten (10) minutes for questions and answers with the Evaluation Committee. Presentations will be timed and may be terminated if they extend beyond thirty (30) minutes. The Proposer in-person oral presentations will not be open to the public, per F.S. 119.071, relating to House Bill 7223.

The City will provide a projector screen. All other equipment must be provided by the presenting Proposer. If a Proposer brings handouts or written materials, a total of six (6) color copies are required.

The following evaluation criteria, and allocated points, will be used in the evaluation of the oral presentations, if they are deemed necessary by the Evaluation Committee:

Evaluation Criteria	Points
Qualifications and Experience of the Project Team	40
Approach to the Engagement and Project Management	35
Value Engineering, Project Scheduling, Estimating and Communication	20
Quality of Presentation and Response to Questions during the Q/A Session	5
Total Proposal Points Allocation (Per Evaluation Committee Member):	100

Once the Evaluation Committee has scored the Proposers, following the in-person oral presentations, the score sheets will be tallied and the highest-ranking Proposer, based solely on the Proposer's oral presentations, will be recommended for project award by the City Commission and to proceed with contract negotiations for the proposed CMAR/construction services work.

Any Proposer attempting to lobby an Evaluation Committee Member, the City Manager, Mayor, City Commissioners or any City employee **shall be disqualified**.

13.4 Additional Conditions

The following additional conditions apply to this RFQ Solicitation:

- The City reserves the right to request additional information or to extend the deadline for RFQ submittals.
- Costs to Prepare Responses: The City assumes no responsibility or obligation to the Proposers and will make no payment for any costs associated with the preparation, submission or presentations associated with the RFQ submittals.
- The City is a unit of local government and as such reserves the right to cancel this RFQ and to reject any and/or all RFQ packages, reserves the right to waive any and all informalities or irregularities in the RFQ or examination process, to re-advertise with either the identical or revised requirements, and reserves the right to award the RFQ and/or contracts in the best interest of the City.

14. CONTRACT AND TASK ORDER APPROVAL

14.1 General

CMAR services for the Wildwood WRF Expansion and BNR Improvements project will be separated into the following Task Orders:

Task Order No.	Work Summary
1	Pre-Construction Services associated with the Phase I Improvements
2	Construction Phase Services - Phase I Improvements
3	Pre-Construction Services associated with the Phase II Improvements
4	Construction Phase Services - Phase II Improvements

Additional Task Orders may be required for “early out” construction packages. The City may choose, for sales tax recovery purposes, to purchase equipment that has been selected through the CMAR Contractor’s bidding and contracting processes.

The highest-ranked Proposer will be required to negotiate, within four (4) weeks after the Notice of Award, a Master Contract and Task Order No. 1 as a condition of award. If an agreement cannot be negotiated within four (4) weeks after the Notice of Award, the City reserves the right to discard the initial RFQ award and award the RFQ to the second-ranked Proposer. The City Manager will present the Master Contract to the City Commission for approval to negotiate the Task Order No. 1 CMAR Services. The

highest-ranked Proposer shall be prepared to meet with City Staff and the Project Engineer (CPH, LLC) within five (5) working days after the Notice of Award to prepare a cost for the Task Order No. 1 Services. The highest-ranked Proposer shall submit a draft fee within seven (7) days of finalizing the scope for Task Order No. 1.

14.2 Task Order No. 1: Preconstruction Services for the Proposed Phase I Improvements

Pre-Construction Services will begin with the discussion and review of the engineering design for the proposed Phase I improvements and continue with the CMAR Contractor working with City Staff and the Project Engineer (CPH, LLC) to develop a project construction cost, construction schedule, and construction documents suitable for construction and appropriate for preparing a Guaranteed Maximum Price (GMP) Construction Cost Proposal. The CMAR Contractor will propose a GMP no later than the ninety percent (90%) project design level for the Phase I improvements. ***The City requires that the GMP Contract be based upon an open-book approach.*** CMAR activities associated with Task Order No. 1 include, but are not limited to, the tasks listed below.

- Participate in design team meetings and progress meetings. Maintain a rolling list of action items. During the monthly progress meetings with City and the Project Engineer, the CMAR Contractor shall provide updates on construction market pricing trends, supply chain issues, and updates on the anticipated project construction costs and schedule.
- Provide a cost estimate of the Project Engineer's preliminary engineering design of the proposed Phase I Improvements.
- Participate in a Value Engineering and Constructability Workshop and review and provide value engineering alternatives, including alternative costs and impacts on the project schedule, associated with the preliminary engineering design and project goals and objectives.
- Coordinate with the Project Engineer on equipment selection and facility layout during the Phase I improvements design process and Value Engineering and Constructability Workshop. Provide informal progressive value engineering of the design documents to reduce changes and errors in the construction documents and to gain efficiencies in project delivery. Document design recommendations and associated design decisions. Provide review of the submittal packages.
- Assist with preconstruction permitting activities. Communicate any permitting requirements to the City and Project Engineer. Verify construction management requirements for regulatory permitting.
- Create and manage a master schedule for the design, procurement, and construction phase(s).

- Recommend construction phasing and potential early-out construction packages that will reduce the project schedule and/or minimize interruption to City operations during construction (MOPO). Assist in the creation of the associated design packages.
- Monitor market availability of major mechanical and electrical equipment associated with the Phase I improvements. Provide recommendations on long-lead items for early procurement. Coordinate with City Staff and the Project Engineer on purchase, delivery, and storage options for pre-purchased equipment (ODP).
- Propose a GMP (open book approach) no later than the ninety percent (90%) project design level for the Phase I improvements. Develop a bid list, setup and facilitate site visits, as necessary, and create and distribute bid packages. Work with the Project Engineer to address Requests for Information (RFI) and develop addenda, as necessary.
- Provide a recommended list of cost allowances to be included in the GMP (open book approach). Fully describe each allowance item including a summary description of the allowance item, an itemized list of scope items included within the allowance item, and any specific and applicable exclusions to the allowance item.

14.3 Task Order No. 2: Construction Services for the Proposed Phase I Improvements

If the City accepts the CMAR Contractor's GMP Proposal for the Phase I Improvements at the Wildwood WRF, Task Order No. 2 will be executed. Activities associated with Task Order No. 2 include, but are not limited to, the tasks listed below.

- Administer a formal construction management software package for use by the CMAR Contractor, Project Engineer, and City Staff for management of construction documents, including submittals, progress reports, schedule reports, cost controls, Requests for Information (RFIs), Field Orders, Change Orders, Operations and Maintenance (O&M) Manual(s), construction photographs and videos, and other construction-related documentation.
- Manage and maintain the **required open-book GMP**.
- Obtain all permits. Secure all necessary construction permits, including dewatering, as necessary. Coordinate all compliance inspections.
- Coordinate inspection activities associated with all permits. Close out permits at final completion of the proposed Phase I improvements and provide a copy of the closed permits to the City.

- Conduct monthly project meetings during the construction phase(s). The CMAR Contractor shall prepare and distribute meeting agendas, record the project meetings, and provide the City and Project Engineer with written summaries/minutes (PDF) of the meetings.
- Create a Schedule of Values (SOV) and distribute for the City and Project Engineer's review and comment. Manage and maintain the Schedule of Values (SOV) throughout construction.
- Prepare detailed Safety, Hurricane Preparation, and MOPO Plans for the Contractor's staff, City's Staff, and the Project Engineering Team.
- Prepare and maintain a detailed construction schedule. Develop and implement phased construction packages to maintain treatment facility operations (MOPO) and minimize the overall construction schedule. The schedule shall include all major sequences of the preconstruction and construction work, material supplies, long-lead procurement, Engineer's approval of shop drawings, temporary bypass activities, and performance testing requirements.
- Manage the distribution of submittals, RFIs, project changes, and other construction related documents. Proactively look for options for reducing project costs associated with change orders through value engineering and/or schedule reductions.
- Determine the composition of and prepare final construction packages. Conduct preconstruction meeting(s) with subcontractors prior to beginning work. Supervise all subcontractors. Conduct bidding of specialized commodity materials (stainless steel pipe, etc.).
- Manage all aspects of construction, including but not limited to, project administration, invoicing, start-up services, performance testing, training activities, health and safety requirements, subcontractor management, etc.
- The CMAR Contractor shall be in charge of performing the equipment and process check-outs, start-ups, performance testing and facility commissioning, in accordance with the Contract Documents.
- Ensure the quality of the construction work and the performance of the constructed facility improvements meets its design intent in relation to quantity and quality of wastewater treatment and the required effluent quality.
- Maintain As-Built Drawings throughout construction process. Provide As-Built Drawings in AutoCAD (latest version) to the City and Project Engineer at the completion of construction. Coordinate with the Project Engineer on the completeness and accuracy of the final As-Built Drawings.

- Organize and distribute one (1) electronic file (PDF) and one (1) paper copy containing all approved Operations and Maintenance (O&M) Manuals. The O&M Manuals shall be in accordance with the requirements of the technical specifications. The electronic file shall be organized and bookmarked for each piece of equipment with subsections bookmarked (searchable PDF) per the Table of Contents in each equipment O&M Manual. The CMAR Contractor shall coordinate with the Project Engineer on the completeness and accuracy of final facility O&M Manual for the Phase I Improvements.

14.4 Task Order No. 3: Preconstruction Services for the Proposed Phase II Improvements

Pre-Construction Services will begin with the discussion and review of the engineering design for the proposed Phase II improvements and continue with the CMAR Contractor working with City Staff and the Project Engineer (CPH, LLC) to develop a project construction cost, construction schedule, and construction documents suitable for construction and appropriate for preparing a Guaranteed Maximum Price (GMP) Construction Cost Proposal. The CMAR Contractor will propose a GMP no later than the ninety percent (90%) project design level for the Phase II improvements. ***The City requires that the GMP Contract be based upon an open-book approach.*** CMAR activities associated with Task Order No. 3 include, but are not limited to, the tasks listed below.

- Participate in design team meetings and progress meetings. Maintain a rolling list of action items. During the monthly progress meetings with City and the Project Engineer, the CMAR Contractor shall provide updates on construction market pricing trends, supply chain issues, and updates on the anticipated project construction costs and schedule.
- Provide a cost estimate of the Project Engineer's preliminary engineering design of the proposed Phase II Improvements.
- Participate in a Value Engineering and Constructability Workshop and review and provide value engineering alternatives, including alternative costs and impacts on the project schedule, associated with the preliminary engineering design and project goals and objectives.
- Coordinate with the Project Engineer on equipment selection and facility layout during the Phase II improvements design process and Value Engineering and Constructability Workshop. Provide informal progressive value engineering of the design documents to reduce changes and errors in the construction documents and to gain efficiencies in project delivery. Document design recommendations and associated design decisions. Provide review of the submittal packages.

- Assist with preconstruction permitting activities. Communicate any permitting requirements to the City and Project Engineer. Verify construction management requirements for regulatory permitting.
- Create and manage a master schedule for the design, procurement, and construction phase(s).
- Recommend construction phasing and potential early-out construction packages that will reduce the project schedule and/or minimize interruption to City operations during construction (MOPO). Assist in the creation of the associated design packages.
- Monitor market availability of major mechanical and electrical equipment associated with the Phase II improvements. Provide recommendations on long-lead items for early procurement. Coordinate with City Staff and the Project Engineer on purchase, delivery, and storage options for pre-purchased equipment (ODP).
- Propose a GMP (open book approach) no later than the ninety percent (90%) project design level for the Phase II improvements. Develop a bid list, setup and facilitate site visits, as necessary, and create and distribute bid packages. Work with the Project Engineer to address Requests for Information (RFI) and develop addenda, as necessary.
- Provide a recommended list of cost allowances to be included in the GMP (open book approach). Fully describe each allowance item including a summary description of the allowance item, an itemized list of scope items included within the allowance item, and any specific and applicable exclusions to the allowance item.

14.5 Task Order No. 4: Construction Services for the Proposed Phase II Improvements

If the City accepts the CMAR Contractor's GMP Proposal for the Phase II Improvements at the Wildwood WRF, Task Order No. 4 will be executed. Activities associated with Task Order No. 4 include, but are not limited to, the tasks listed below.

- Administer a formal construction management software package for use by the CMAR Contractor, Project Engineer, and City Staff for management of construction documents, including submittals, progress reports, schedule reports, cost controls, Requests for Information (RFIs), Field Orders, Change Orders, Operations and Maintenance (O&M) Manual(s), construction photographs and videos, and other construction-related documentation.
- Manage and maintain the **required open-book GMP**.

- Obtain all permits. Secure all necessary construction permits, including dewatering, as necessary. Coordinate all compliance inspections.
- Coordinate inspection activities associated with all permits. Close out permits at final completion of the proposed Phase II improvements and provide a copy of the closed permits to the City.
- Conduct monthly project meetings during the construction phase(s). The CMAR Contractor shall prepare and distribute meeting agendas, record the project meetings, and provide the City and Project Engineer with written summaries/minutes (PDF) of the meetings.
- Create a Schedule of Values (SOV) and distribute for the City and Project Engineer's review and comment. Manage and maintain the Schedule of Values (SOV) throughout construction.
- Prepare detailed Safety, Hurricane Preparation, and MOPO Plans for the Contractor's staff, City's Staff, and the Project Engineering Team.
- Prepare and maintain a detailed construction schedule. Develop and implement phased construction packages to maintain treatment facility operations (MOPO) and minimize the overall construction schedule. The schedule shall include all major sequences of the preconstruction and construction work, material supplies, long-lead procurement, Engineer's approval of shop drawings, temporary bypass activities, and performance testing requirements.
- Manage the distribution of submittals, RFIs, project changes, and other construction related documents. Proactively look for options for reducing project costs associated with change orders through value engineering and/or schedule reductions.
- Determine the composition of and prepare final construction packages. Conduct preconstruction meeting(s) with subcontractors prior to beginning work. Supervise all subcontractors. Conduct bidding of specialized commodity materials (stainless steel pipe, etc.).
- Manage all aspects of construction, including but not limited to, project administration, invoicing, start-up services, performance testing, training activities, health and safety requirements, subcontractor management, etc.
- The CMAR Contractor shall be in charge of performing the equipment and process check-outs, start-ups, performance testing and facility commissioning, in accordance with the Contract Documents.

- Ensure the quality of the construction work and the performance of the constructed facility improvements meets its design intent in relation to quantity and quality of wastewater treatment and the required effluent quality.
- Maintain As-Built Drawings throughout construction process. Provide As-Built Drawings in AutoCAD (latest version) to the City and Project Engineer at the completion of construction. Coordinate with the Project Engineer on the completeness and accuracy of the final As-Built Drawings.
- Organize and distribute one (1) electronic file (PDF) and one (1) paper copy containing all approved Operations and Maintenance (O&M) Manuals. The O&M Manuals shall be in accordance with the requirements of the technical specifications. The electronic file shall be organized and bookmarked for each piece of equipment with subsections bookmarked (searchable PDF) per the Table of Contents in each equipment O&M Manual. The CMAR Contractor shall coordinate with the Project Engineer on the completeness and accuracy of final facility O&M Manual for the Phase II Improvements.

**WILDWOOD WRF
EXPANSION AND BNR IMPROVEMENTS**

WILDWOOD, FLORIDA



APPENDIX A

**OVERVIEW OF THE EXISTING WILDWOOD
WRF AND PROPOSED IMPROVEMENTS**

OVERVIEW OF THE EXISTING WILDWOOD WRF AND PROPOSED FACILITY BNR IMPROVEMENTS

A. WILDWOOD WRF HISTORY

The Wildwood WRF has undergone numerous upgrades since the installation of the first package treatment plant in the 1970's. However, a significant portion of the existing treatment facility infrastructure is aging, corroding, outdated and failing. In addition, there are hydraulic and operational issues that are limiting the treatment capacity of the facility to approximately 2.80 MGD AADF. Therefore, improvements to the facility are required at this time.

The existing treatment facility unit operations and processes include mechanical screening, flow equalization, secondary treatment through two pair of oxidation ditches operating in a "series" configuration, secondary clarification, tertiary (disc) filtration, high-level disinfection using sodium hypochlorite, two lined reject/reuse water storage ponds and high service pumping to the reclaimed water distribution system. The biosolids treatment system consists of aerobic digestion and dewatering (belt filter press) prior to final disposal.

B. PROJECT BACKGROUND

In 2022, the City contracted with CPH, LLC to provide engineering services for evaluation of the existing Wildwood treatment facility, development of a conceptual design report outlining the proposed improvements, and engineering design and construction administration services associated the capacity expansion and BNR treatment process improvements. The project will include the following improvements:

- Short-term improvements to the existing Wildwood WRF
- The construction of the first phase of a new Wildwood 6.0 MGD BNR WRF, on City property located adjacent to the existing WRF, capable of producing an advanced wastewater treatment (AWT) effluent

CPH, LLC is the Engineer of Record (EOR) for the project and will work with City management/staff and the CMAR Contractor during design, pre-construction activities, and construction of the proposed improvements.

With the limited treatment capacity of the existing Wildwood WRF, supply chain issues, and the inflationary economy that currently exists, the City has determined that it is in their best interest to engage a Construction Manager at Risk (CMAR). The intent is to utilize the CMAR project delivery method to provide value engineering services during design that will result in schedule, supply, and cost savings. In addition, the CMAR shall ensure that the construction costs will be transparent through the open-book GMP process during construction.

C. EXISTING WILDWOOD WATER RECLAMATION FACILITY

1. The Wildwood WRF is classified as a Wastewater Treatment plus Filtration Facility (Category III, Class B), utilizing the oxidation ditch modification of the activated sludge process to treat the raw wastewater from the service area. The biological treatment process consists of four (4) oxidation ditches operating in a series configuration as follows:
 - Two (2) Kruger BIODENITRO® oxidation ditches which initially treat the raw wastewater, with the effluent then conveyed to the Lakeside oxidation ditches.
 - Two (2) Lakeside oxidation ditches which further treat the MLSS from the Kruger oxidation ditches prior to discharge to a system of four (4) secondary clarifiers.

2. The oxidation ditch treatment system is currently processing the incoming raw wastewater from the service area and is generating a secondary effluent meeting all current FDEP requirements. The City of Wildwood Wastewater Management System, Reclaimed Water System and the Wildwood WRF are currently permitted under FDEP Operations Permit No. FLA013497 (expires January 22, 2027). An aerial view, process flow diagram and site plan of the Wildwood WRF are presented in Figures 1 through 3, respectively.

3. Effluent disposal is accomplished through the following FDEP permitted disposal systems:
 - R-001: A reuse system consisting of 1.30 MGD of reclaimed water used for irrigation within the Reuse Service Area, and 2.0 MGD AADF to the North Sumter Utility Reuse Service area through an approved interconnection.
 - R-002: An existing 1.06 MGD AADF RIB reuse system consisting of nine (9) RIBs and serve as back-up for the public access reuse system (wet-weather/reject flow).

4. The unit operations and processes currently employed at the Wildwood WRF (2022) are divided into the following elements/categories:

Treatment	Description
Primary Treatment	One (1) automatic, continuous, self-cleaning, mechanical drum screen, screenings compacting/dewatering screw system, and a manual headworks bypass. The screened wastewater is conveyed to a flow equalization basin system consisting of two EQ basins that are hydraulically connected. A common EQ pump station, with three pumps conveys the raw wastewater to the oxidation ditches for treatment.
Secondary Treatment	Biological oxidation of the organic wastes utilizing four (4) Oxidation Ditches (two Kruger ditches; two Lakeside Ditches). The oxidation ditch system is operated in a “series” configuration. MLSS from the oxidation ditch system is conveyed to a system of four secondary clarifiers for settling of MLSS. Each pair of clarifiers has a dedicated RAS/WAS pumping station.
Tertiary Treatment	Tertiary filtration of the secondary effluent through the use of two (2) HydroTech disc filters (total filtration capacity of 5.069 MGD) and an automatic backwashing system.
Disinfection	High-level disinfection of the effluent is accomplished through the use of bulk liquid NaOCl (chemical feed and storage systems) and a system of chlorine contact chambers.
Biosolids Treatment	Biosolids treatment consisting of a single aerobic digester; air compression system with coarse bubble diffusers; sludge pumping system; and a sludge dewatering system (belt filter press).



FIGURE 1

WILDWOOD WRF - AERIAL VIEW

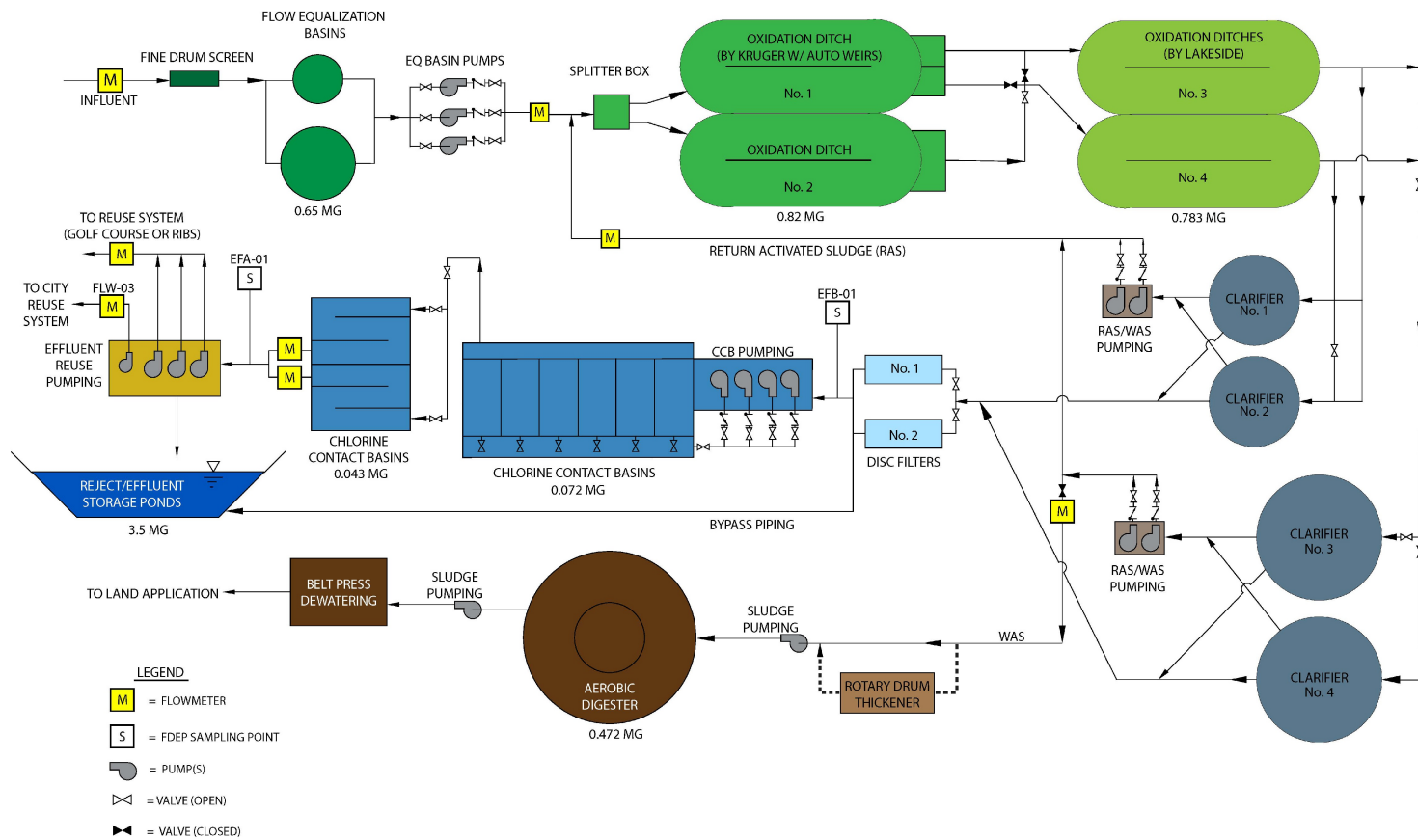


FIGURE 2

WILDWOOD WRF - SCHEMATIC FLOW DIAGRAM (EXISTING)

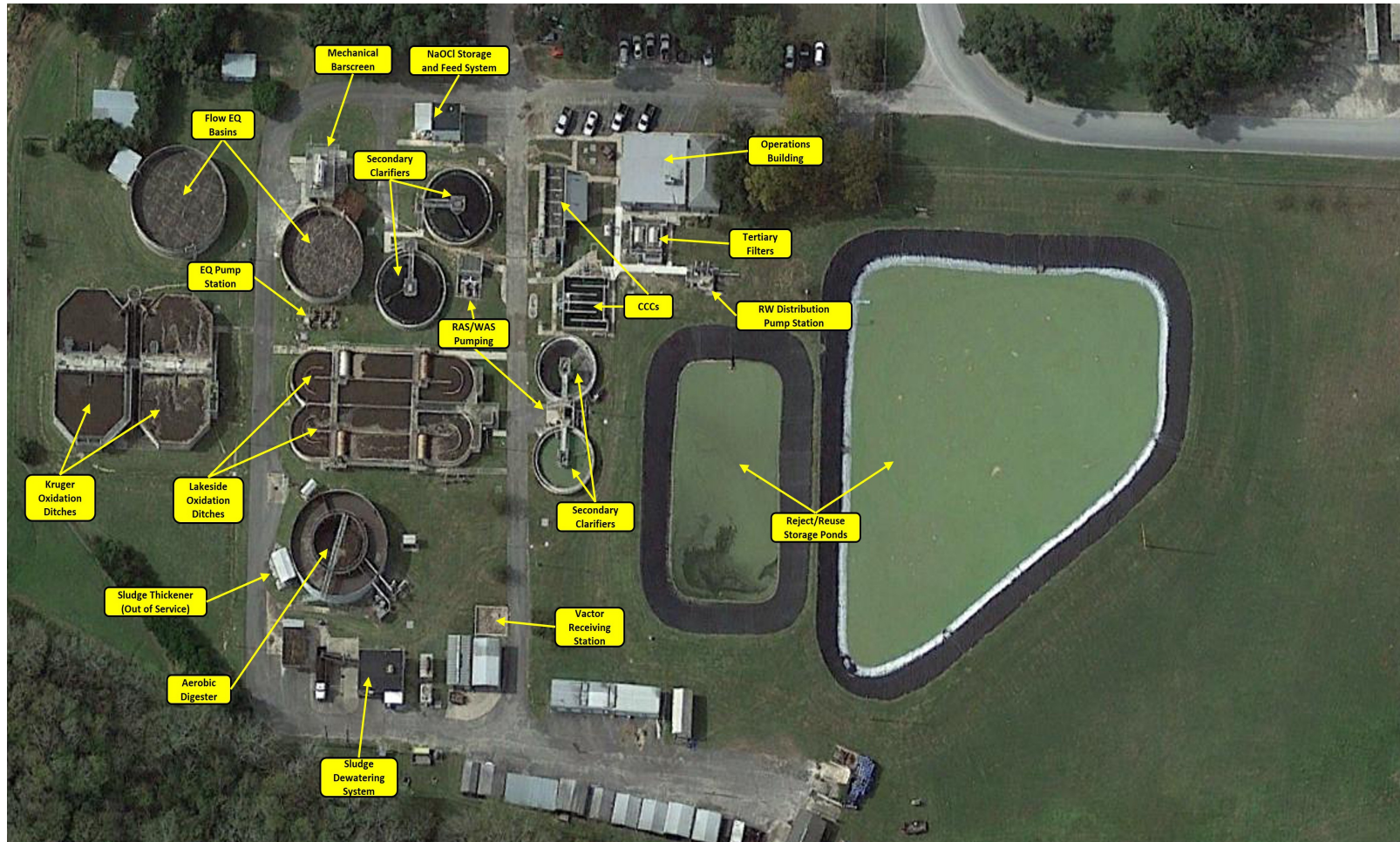


FIGURE 3

WILDWOOD WRF - SITE PLAN (EXISTING)

5. Design and current wastewater flows at the Wildwood WRF are as follows:

Table 2: Wildwood WRF - Design and Current Wastewater Flows		
Flow Condition	Wastewater Flow Rate (MGD)	
	Design	Actual Operation*
Annual Average Daily Flow (AADF)	3.55	1.714
Maximum Month Average Daily Flow (MMADF)	3.91	2.567
Peak Hourly Flow, prior/after to EQ Basin (PHF)	10.00 / 5.33	

* Actual flow conditions from November 2021 - October 2022.

6. Primary Treatment

Raw wastewater flows from the City of Wildwood Wastewater Management System Service Area enter the Headworks Structure on the west-central side of the treatment facility. The Headworks Structure consists of a cast-in-place concrete structure and one (1) automatic, continuous, self-cleaning drum barscreen. The system also consists of a by-pass channel to direct flow around the drum screen and directly to the flow equalization basins, if the unit is out of service. Screenings from the drum screen are conveyed to a washer/compacter system for dewatering prior to discharge into a municipal dumpster at grade (landfill disposal).



The screened wastewater exiting the drum screen is discharged, by gravity, to the in-line flow equalization (EQ) basins. The two EQ basins are hydraulically interconnected by a 16-inch pipe, where flow and constituent attenuation are provided. The wastewater in each EQ Basin is mixed and aerated through the use of a dedicated PD blower system and coarse bubble diffusers. The EQ Basin pump station conveys the raw wastewater to the flow splitter structure located immediately upstream of the Kruger oxidation ditch system through the use of three (3) VFD-driven, non-clog pumps.



7. Secondary Treatment

Secondary treatment of the raw, screened wastewater at the Wildwood WRF is provided by two (2) pairs of oxidation ditch systems that are operating in a series configuration. The splitter structure is used to convey a mixture of raw wastewater and RAS, equally through the use of knife gate valves, to the two (2) Kruger oxidation ditches. The Kruger oxidation ditches, which operate in a parallel configuration, provide the initial biological treatment of the organic wastes. The flow is then discharged from each Kruger oxidation ditch, independently, and is conveyed in a piping network system to the Lakeside oxidation ditches for final treatment.



Aeration in each oxidation ditch is provided by two (2) mechanical rotors and mixing is provided by a submersible mixer on a guide rail. The rotors operate to maintain a DO or ORP set-point in the oxidation ditch(es) as measured by DO and ORP probes. When the DO or ORP set-point has been reached, the rotors turn off and the submersible mixing system moves the MLSS around the ditch system until the DO or ORP reaches the minimum set-point level and then the rotors are automatically turned back on. This alternating series with the rotors "on" and "off" generate aerobic and anoxic conditions within the oxidation ditches. The effluent from each of the Kruger oxidation ditches overflows a weir gate system and is conveyed to the two Lakeside oxidation ditches.



The two (2) Lakeside oxidation ditches operate in a parallel configuration and act as polishing biological treatment units. Aeration in each oxidation ditch is provided by two (2) mechanical rotors and mixing is provided by a submersible mixer on a guide rail. The rotors operate to maintain a DO or ORP set-point in the oxidation ditch as measured by DO and ORP probes. When the DO or ORP set-point has been reached, the rotors turn off and the submersible mixing system moves the MLSS around the ditch system until the DO or ORP reaches the minimum set-point level and then the rotors are automatically restarted. This alternating process allows simultaneous nitrification-denitrification (SNdN) to occur within the oxidation ditch system. The effluent from each of the Lakeside oxidation ditches overflows weir gates/discharge boxes and is conveyed to the four (4) secondary clarifiers.



- Two (2) identical 50-foot diameter, 12-foot sidewater depth, cast-in-place concrete clarifiers with full-surface skimmers
- Two (2) identical 40-foot diameter, 12-foot sidewater depth, cast-in-place concrete clarifiers with full-surface skimmers



Settled sludge is plowed to a collection sump/hopper located at the center of each secondary clarifier where it is conveyed by the RAS/WAS pumping systems as follows:

- RAS - settled sludge is returned to the Kruger oxidation ditch flow splitter structure
- WAS - settled sludge is conveyed to the aerobic digester for further treatment

8. Tertiary Treatment

The effluent from the secondary clarification flows, by gravity, to the tertiary filtration system common influent channel. A sluice gate system is used to control the flow to the tertiary filtration units. Tertiary filtration is accomplished through the use of two (2) HydroTech disc filtration units, each consisting of eleven (11) discs mounted on a center feed drum, housed in a cast-in-place concrete structure.



From the tertiary filters, the treated effluent flows, by gravity, to an elevated, cast-in-place concrete Chlorine Contact Chamber (CCC) sump where it is pumped up to CCC No. 1. The CCC pumping system consists of four (4) submersible pumps. Chemical feeds skids deliver sodium hypochlorite solution to the head end of the contact basin. As the effluent leaves CCC No. 1, the chlorine residual is measured and a second dose of NaOCl is added at the entrance to CCC No. 2. If the TRC concentration drops below 1.5 mg/L, the reclaimed water distribution pump station will shut down and flow will be diverted to the on-site, lined reject water ponds.



After high-level disinfection, the effluent flows by gravity to the Reclaimed Water Distribution Pump Station on the north side of the facility site. The Reclaimed Water Distribution Pump Station (enclosed concrete wetwell and four pumps) conveys the reclaimed water to the reclaimed water distribution system, North Sumter Utilities (NSU), and the City's R-12 site.



9. Reject Water Storage

Any reclaimed water that does not meet the Public Access Criteria will not be pumped to the reclaimed water distribution system. This event will cause an alarm condition and the substandard water will be automatically conveyed to the reject water storage ponds (3.5 MG capacity). The reject water pump station consists of two (2) submersible pumps that convey the substandard water back through the treatment facility during periods of low flow for re-treatment.



10. Biosolids Management

The biosolids management system at the Wildwood WRF consists of an aerobic digestion system, sludge pumping system, belt filter press (dewatering) and a load-out conveyor. The aerobic digester system is used to biologically stabilize waste activated sludge (WAS) and scum from the treatment process. The sludge pumping system conveys the digested sludge to the belt filter press which is used to dewater the aerobically digested biosolids prior to final disposal. Dewatered biosolids are conveyed into a load-out vehicle are hauled off-site for ultimate disposal.



D. WILDWOOD WRF EXPANSION AND BNR IMPROVEMENTS

1. The Wildwood WRF treatment capacity will be expanded and the first phase of a new BNR treatment system will be constructed to meet the following AWT effluent criteria:

- $BOD_5 \leq 5 \text{ mg/L}$
- $TN \leq 3 \text{ mg/L}$
- $TSS \leq 5 \text{ mg/L}$
- $TP \leq 1 \text{ mg/L}$

To more closely follow the current and future growth within the Wildwood Wastewater Management System Service Area, and to continue to use the existing facility infrastructure while constructing the first phase of the new 6.0 MGD AWT WRF, a construction improvements program was developed by the City and CPH, LLC, consisting of five (5) overall phases. This CMAR project involves the construction of Phases I and II of the overall program which will provide the City with an overall wastewater treatment capacity of 4.30 MGD AADF. The proposed improvements are presented in the articles below.

2. Phase I Improvements (To the Existing Wildwood WRF)

- a. EQ Basin Pumping and Piping System Modifications

The existing EQ pump station will be modified through the reconfiguration of the existing three (3) EQ pumps and the EQ discharge piping and conveyance system. Upon completion of the EQ pump station modifications, one EQ pump will convey wastewater to the Lakeside oxidation ditches; one will convey wastewater to the Kruger oxidation ditches; and the third pump will act as the back-up pump. These pumping system modifications will convert the operation of the oxidation ditches from a “series” to “parallel” configuration. New piping systems (pipe, valves, fittings) will be installed between the EQ pumping station and the oxidation ditches.

- b. RAS Pumping and Piping System Modifications

Two (2) new RAS pumps will be installed on the 40-foot secondary clarification system to better control RAS flow back to the Lakeside Oxidation Ditches. RAS piping system modifications (pipe, valves, fittings) will be installed to convey the following:

- RAS from the two 40-foot diameter secondary clarifiers to the Lakeside Oxidation Ditches
- RAS from the two 50-foot diameter secondary clarifiers to the Kruger Oxidation Ditches

- c. Reconfiguration of Kruger Oxidation Ditch Effluent Piping System

Piping system modifications will be installed to collect the effluent from both Kruger oxidation ditches and convey it to the influent line to the two 50-foot diameter secondary clarifiers. The reconfiguration will cause the MLSS from the Kruger oxidation ditches to flow to the 50-foot diameter secondary clarifiers and the MLSS from the Lakeside oxidation ditches to flow to the 40-foot diameter secondary clarifiers for sedimentation.

d. Instrumentation Improvements to the Two Oxidation Ditch Systems

The following instrumentation system improvements will be made to each of the existing oxidation ditch systems: (1) DO probes; (2) ORP probes; (3) ammonia analyzer; and (4) nitrate analyzers. The instrumentation will allow for the automatic and efficient operation of the oxidation ditch systems.

e. New Biosolids Dewatering System

A new biosolids dewatering system will be installed (volute dewatering screw press) to replace the existing belt filter press. The skid-mounted screw press system will consist of a control panel, flow meters, influent piping, flocculation tank, and screw press (2 or 3 drum unit). Demolition of the existing dewatering system will be required as part of the dewatering system upgrade. Mobile dewatering of the WAS may be required during the construction/installation period for the new dewatering system.

f. New Influent Structure with Mechanical Screening System (Part of new 6.0 MGD WRF)

A new dual channel, cast-in-place concrete Influent Structure will be constructed, at grade, to the west of the existing large EQ basin. The structure will incorporate two perforated plate screens (3 mm), each with a capacity of 7.0 MGD AADF, a screenings dewatering system, CoPlastix slide gates, and a RAS bleed system. The existing headworks may be demolished once the new screening system and master lift station are complete and operational (dependent upon funding). The Influent Structure and mechanical screening system will be one of the first infrastructure improvements associated with the new 6.0 MGD AWT WRF.

g. New Master Lift Station No. 1 (Part of new 6.0 MGD WRF)

A new precast concrete Master Lift Station will be constructed to the southwest of the existing large EQ basin. The lift station will consist of a 12-foot diameter wetwell with integrated corrosion resistant liner (plastic), three submersible pumps on rails, control system and panel, and an integral 24-inch pipe and valve to connect the wetwell to the wetwell of future Master Lift Station No. 2. The new Master Lift Station will be one of the first infrastructure improvements associated with the new 6.0 MGD AWT WRF.

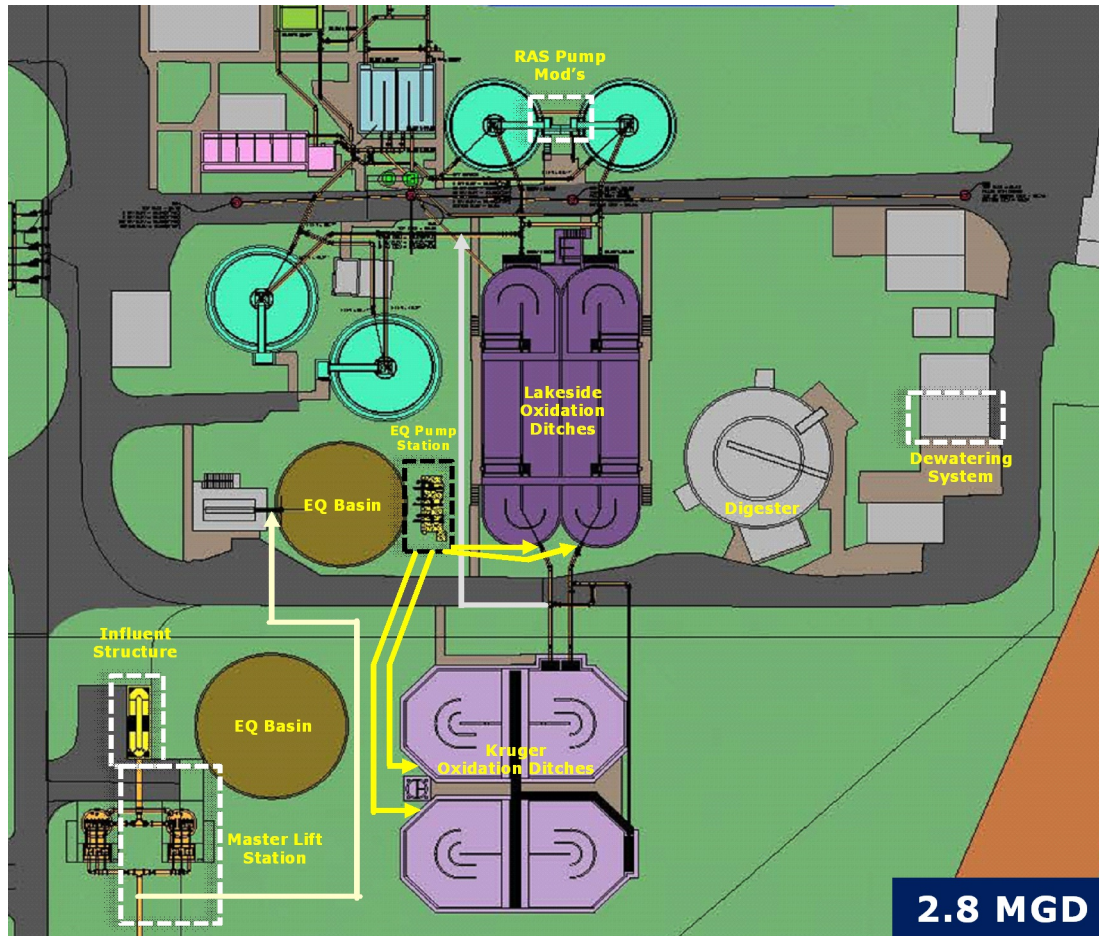
h. Electrical, Controls, Instrumentation and SCADA System Improvements.

i. Site work, yard piping and plant internal roadway improvements, signage, sodding, stormwater management system improvements, etc.

The proposed Phase I improvements to the existing Wildwood WRF are presented graphically in Figure 4.

3. Phase II Improvements - New BNR Facility (First-Phase of New 6.0 MGD AWT WRF)

The proposed 6.0 MGD treatment facility, capable of producing an AWT effluent, will be constructed on City-owned property, located immediately west of the existing Wildwood WRF, as presented in Figure 5. The proposed improvements are presented below.



Proposed Phase I Improvements

1. EQ Basin Pumping and Piping System Modifications
2. RAS Pumping and Piping System Modifications
3. Reconfiguration of Kruger Oxidation Ditch Effluent Piping System
4. Instrumentation Improvements to the Two Oxidation Ditch Systems
5. New Biosolids Dewatering System
6. New Influent Structure with Mechanical Screening System (Part of new 6.0 MGD WRF)
7. New Master Lift Station No. 1 (Part of new 6.0 MGD WRF)
8. Electrical, Controls, Instrumentation and SCADA System Improvements
9. Site work, yard piping and plant internal roadway improvements, signage, sodding, stormwater management system improvements, etc.

FIGURE 4

EXISTING WILDWOOD WRF: PROPOSED PHASE I IMPROVEMENTS



FIGURE 5

NEW WILDWOOD 6.0 MGD AWT FACILITY - SITE LOCATION

a. EQ Basin No. 1 and EQ Pump Station No. 1

Construction of a dual-compartment EQ Basin, mixing system, sluice gate, access ports, and an EQ Pump Station to convey the raw wastewater to the BNR Treatment Trains. The EQ Basin and BNR Treatment Trains will be built using common wall construction as one monolithic structure.

b. BNR Train No. 1

Construction of BNR Treatment Train No. 1 having a treatment capacity of 1.50 MGD AADF. The treatment train will consist of the following treatment stages/zones: anaerobic, primary anoxic, aerobic, deoxygenation and secondary anoxic. The system will include the installation of an open-air enclosure, located outside of the exterior wall of Treatment Train No. 1 to house the high efficiency blowers, supplemental carbon storage tank, and chemical feed pumping system. Submersible mixers will be utilized in the anaerobic and anoxic zones and fine bubble aeration in the aerobic zone.

c. Reaeration Basin/Secondary Clarifier Flow Splitter Box

Construction of an integral, dual-compartment reaeration basin and secondary clarifier flow splitter box. Reaeration will consist of two (2) high efficiency blowers and coarse bubble diffused aeration. The flow splitter box portion of the structure will allow the reaerated effluent to be conveyed to either of the four (4) secondary clarifiers (2 built in this phase; 2 built in future construction phases).

d. Secondary Clarification System

Construction of two (2) new 70-foot diameter, 14-foot sidewater depth, cast-in-place secondary clarifiers, with spiral scrapers, and scum trapping systems integral to the interior mechanisms. Each secondary clarifier will be constructed with a half-bridge and a walkway system connecting back to the Reaeration Basin/Secondary Clarifier Flow Splitter Box Structure. RAS/WAS Pump Station No. 1 will also be constructed.

e. Tertiary (Disc) Filtration System

Two (2) new HydroTech disc filtration units, in stainless steel enclosures, will be constructed with integral influent and effluent channels; built for common wall expansion in future construction phases. The common effluent channel also feed the chlorine contact chambers. CoPlastix sluice gates will be utilized to control flow to the units and a bypass system will be implemented.

f. Chlorine Contact Chambers

The Tertiary Filter effluent channel will be used to convey tertiary effluent to the Chlorine Contact Chambers (CCC's) through the use of CoPlastix slide gates. Two (2) CCC's will be constructed in this phase, with a common effluent channel, using common wall construction, and will be able to be easily expanded, in future construction phases, when CCC's No. 3 and 4 are required. The CCC's will be covered with FRP grating and a rubber matting system to minimize UV degradation.

g. Chemical Feed and Storage Systems

Sodium hypochlorite storage and feed systems will be constructed in a new building for application of the disinfectant to the chlorine contact chambers.

h. Transfer Pump Station

A new transfer pump station will be constructed in this phase to convey reclaimed water, meeting AWT standards, over to the existing reclaimed water distribution pump station wetwell. The cast-in-place concrete structure will have the capability to house a maximum of five (5) submersible pumps and convey the AWT effluent to a future system of reclaimed water ground storage tanks.

i. Aerobic-Facultative Digestion System

An aerobic-facultative digestion system will be constructed as part of this phase to include the following infrastructure: two (2) reactors with a hydrostatic interior wall separating them, coarse bubble diffuser system, high-efficiency PD blowers in environmental/sound attenuating enclosures, volute sludge thickening system, and a sludge pumping system. An open-air metal building will be constructed to house the dewatering screw press (dewatering unit from the Phase I improvements will be moved to this new location) and dewatered sludge conveyance system.

j. New Buildings

The following buildings will be constructed as part of the Phase II improvements:

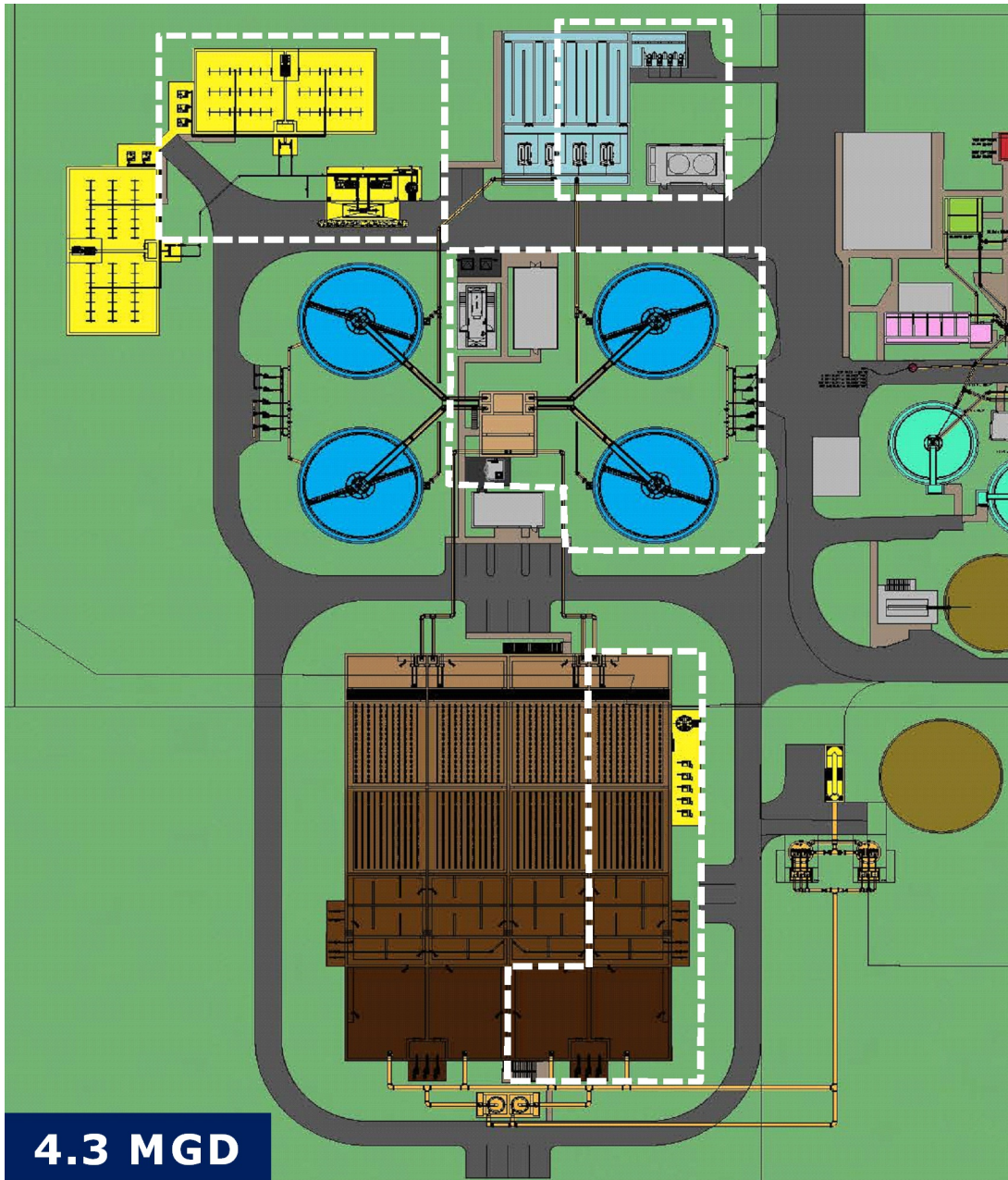
Building	Building Type
Electrical Building No. 1	Split-Face Block
Chemical Feed and Storage Building	Split-Face Block
Maintenance Building	Metal
Biosolids Dewatering Building	Metal, Open-Air Structure with skirting
Aerobic Facultative Digestion Equipment	Metal, Open-Air Structure
BNR Equipment and Chemical Storage	Metal, Open-Air Structure

k. Electrical, Controls, Instrumentation, and SCADA Systems.

l. Emergency Diesel-Driven Generator System.

m. Site work, yard piping, internal roadways/driveways/sidewalks, stormwater management system, sodding, signage, flow metering systems, etc.

The proposed Phase II improvements for the new 6.0 MGD WRF (first phase of construction only) are presented graphically in Figure 6.



Proposed New AWT Facility Improvements

- EQ Basin No. 1 / EQ Pump Station No. 1
- BNR Treatment Train No. 1
- Reaeration Basin/Sec. Clarifier Flow Splitter Box
- Secondary Clarification System
- Tertiary (Disc) Filtration System
- Chlorine Contact Chambers
- Chemical Feed and Storage Systems
- Transfer Pump Station
- Aerobic-Facultative Digestion System
- New Buildings
- Electrical, Controls, Instrumentation, and SCADA Systems
- Emergency, Diesel Driven Generator
- Site work, yard piping, internal roadways

FIGURE 6

PHASE II IMPROVEMENTS - FIRST PHASE OF NEW 6.0 MGD AWT FACILITY

**WILDWOOD WRF
EXPANSION AND BNR IMPROVEMENTS**

WILDWOOD, FLORIDA



APPENDIX B

REQUIRED FORMS TO BE SUBMITTED

Form No.	Form Description
1	RFQ Cover Page
2	Proposer's Certification
3	Qualifications Form for the City of Wildwood
4	Statement of Terms and Conditions for RFPs, RFQs, and Bids
5	Hold Harmless Agreement
6	Drug Free Workplace Certification
7	Public Entity Crimes Form
8	Conflict of Interest Disclosure Form
9	Vendor Certification Regarding Scrutinized Companies' Lists
10	Proposer's Qualification Form
11	Declaration Statement
12	Non-Collusion Affidavit of the Prime Qualifier
13	Acknowledgments
14	Compliance with the Public Records Law
15	References Form
16	Subconsultant Listing
17	W-9 Form - Request for Taxpayer Identification Number and Certification
18	Funding Compliance Statement and Certification
19	FDEP SRF - Supplementary Conditions (Construction)
20	FDEP SRF - Supplementary Conditions (Equipment/Materials)

FORM 1

RFQ COVER PAGE

Name of Firm, Entity or Organization:
Federal Employer Identification Number (FEIN): State of Florida License Number (If Applicable): Name of Contact Person: Title: E-Mail Address:
Mailing Address: Street Address (if different): City, State, Zip: Telephone: Fax:
Organizational Structure – Please Check One: Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other <input type="checkbox"/> If Corporation: Date of Incorporation: State of Incorporation: States Registered in as Foreign Corporation:
Authorized Signature: Print Name: _____ Signature: _____ Title: _____ Phone: _____

This document must be completed and returned with your Submittal

FORM 2

PROPOSER'S CERTIFICATION

Submit To: City of Wildwood 100 N Main Street Wildwood, FL 34785 352-330-1330		CITY OF WILDWOOD REQUEST FOR QUALIFICATION (RFQ) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT	
DUE DATE:	DUE TIME:	RFQ # 2023-03	
TITLE: CMAR Services – Wildwood WRF Expansion and BNR Improvements			
FIRM NAME:		PHONE NUMBER:	
FIRM MAILING ADDRESS:		FAX NUMBER:	
CITY/STATE/ZIP:		E-MAIL ADDRESS:	
<p>"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this RFQ and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for termination of contract. I further certify that the services will meet or exceed the RFQ requirements. I, the undersigned, declare that I have carefully examined the RFQ, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this RFQ with any other Offeror and have not colluded with any Offerors or parties to an RFQ whatsoever for any fraudulent purpose."</p> <p>_____</p> <p>Addendum # Addendum # Addendum # Addendum # Addendum #</p>			
<p>"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an RFQ for the same material, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFQ and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the RFQ, including but not limited to certification requirements. In conducting offers with an agency for the CITY OF WILDWOOD, Respondent agrees that if this RFQ is accepted, the Respondent will convey, sell, assign, or transfer to the City of Wildwood all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the CITY. At the CITY'S discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the Respondent."</p> <p>_____</p> <p>Authorized Agent's Name (Print) Authorized Agent's Signature Date</p> <p>_____</p> <p>Authorized Agent's Title (Print)</p>			

This document must be completed and returned with your Submittal

FORM 3

QUALIFICATIONS FORM FOR CITY OF WILDWOOD



Name of Firm Submitting Qualifications _____

Name of Person Submitting Qualifications _____

PROPOSER ACKNOWLEDGMENT

"The undersigned hereby declares that he/she has informed himself/herself fully regarding all conditions to the work to be done, and that he/she has examined the RFQ and Specifications for the work and comments hereto attached. The Firm proposes and agrees, if this submission is accepted, to contract with the City of Wildwood to furnish all necessary materials, equipment, labor and services necessary to complete the work covered by the RFQ and Contract Documents for this Project. The Firm agrees to accept in full compensation for each item the prices named in the schedules incorporated herein."

Signature

Date

RFQ Number

[] Check if exception(s) or deviation(s) to Specifications. Attach separate sheet(s) detailing reason and type for the exception or deviation.

This document must be completed and returned with your Submittal

FORM 4

Statement of Terms and Conditions For RFPs, RFQs, and Bids

PUBLIC ENTITY CRIME: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a qualifications/Bid on a contract to provide any goods or services to a public entity, for the construction or repair of a public building or public work, may not submit Qualifications/Bids on leases of real property to a public entity, may not be awarded or perform work as a Consultant, supplier, subconsultant, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

INDEMNIFICATION: The consultant shall indemnify and hold harmless the City of Wildwood and their elected officials, employees, agents, representatives, and volunteers from and against any and all claims, damages, losses and expenses, (including legal costs), or liabilities based on third party claims of injury to persons or damage to property arising out of or resulting, in whole or in part, from a negligent act or omission or willful misconduct of consultant or its employees, Subcontractors, agents or representatives.

PROHIBITION OF LOBBYING: During the blackout period which is, the period between the time the submittals for Invitation to Bid or the Request for Proposals, or Qualifications, or information, as applicable, are received at Contracts / Purchasing and the time the City awards the contract, no proposer, no lobbyist, principal, or other person may lobby, on behalf of a competing party in a particular procurement matter, any member of the City, or any City employee other than Jason McHugh in writing via email to jmchugh@wildwood-fl.gov. Violation of this provision may result in disqualification of violating party. All questions regarding this Request for Proposals (RFQ) or Invitation to Bid (BID) must be submitted in writing to the contact listed in the solicitation or the City Clerk.

ANTI TRUST LAWS: By submission of a signed RFQ or BID, the successful vendor acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

CONFLICT OF INTEREST: The award of the contract hereunder is subject to the provisions of Chapter 112 of the Florida Statutes. Vendors shall disclose the name of any Officer, Director, Partner, Associate, or Agent who is also an Officer, Appointee, or Employee of any of the City's at the time of the RFP, RFQ or BID, or at the time of occurrence of the Conflict of Interest thereafter.

INTERPRETATION, CLARIFICATIONS AND ADDENDA: No oral interpretations will be made to any vendor as to the meaning of the RFQ/BID Contract Documents. Any inquiry or request for interpretation received by Jason McHugh via email to jmchugh@wildwood-fl.gov before the date listed herein will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposals/Pre-Bid Conference, mailed or sent by available or electronic means to all attending prospective Submitters prior to the established RFQ/BID opening date. Each respondent shall acknowledge receipt of such addenda in the space provided. In case any Proposer/Bidder fails to acknowledge receipt of such addenda or addendum, his offer will nevertheless be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt of same. All addenda are a part of the RFQ/BID FORMS and each Proposer/Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each proposer/bidder to verify that he has received all addenda issued before RFQ's/BID's are opened. In the case of unit price items, the quantities of work to be done and materials to be furnished under this RFP/RFQ/BID Contract are to be considered as approximate only and are to be used solely for the comparison of RFP's/RFQ's/BID's received. The City and/or his consultant do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other Proposals/Bid Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

GOVERNING LAWS AND REGULATIONS: The vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

PROPRIETARY/CONFIDENTIAL INFORMATION: Vendors are hereby notified that all information submitted as part of, or in support of RFP's/RFQ's/BID's, will be available for public inspection ten days after opening of the RFQ's/BID's or until a short list is recommended whichever comes first, in compliance with Chapter 119, and 287 of the Florida Statutes. All RFP's/RFQ's/Bids submitted in response to this solicitation become the property of the City. Unless information submitted is proprietary, copy written, trademarked, or patented, the City reserves the right to utilize any or all information, ideas, conceptions, or portions of any RFP/RFQ/BID, in its best interest.

TAXES: The City of Wildwood is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

NON-COLLUSION DECLARATION: By signing this RFQ/BID, all Vendors shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposals in connection with the work for which their RFP/RFQ/BID has been submitted; or to refrain from Bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the RFP/RFQ/BID or of any other Bidder, or to fix any overhead, profit, or cost elements of the RFQ/BID price or the RFP/RFQ/BID price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed work.

PROPOSER RESPONSIBILITY: Invitation by the City's to vendors is based on the recipient's specific request or as the result of response by the public to the legal advertisements required by State law. Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

CITYSHIP OF SUBMITTALS: All responses, inquiries or correspondence relating to or in reference to this RFQ/BID, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the vendors will become the property of the City. Reference to literature submitted with a previous RFP/RFQ/BID will not relieve the Bidder from including any required documents with this RFP/RFQ/BID.

EXAMINATION OF BID DOCUMENTS: Each Bidder shall carefully examine the RFP/RFQ/BID Document to ensure all pages have been received, all drawings and/or Specifications and other applicable documents are included, and shall inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the FIRM will in no way relieve him of the obligations and responsibilities assumed under the Contract.

VENDOR RESPONSIBILITY: Vendors are fully and completely responsible for the labeling, identification and delivery of their submittals. The City of Wildwood will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the US Postal Service.

DRUG FREE WORKPLACE: All Proposers/Bidders shall submit the enclosed, duly signed and notarized form entitled "Drug Free Workplace Certificate". The Drug Free Workplace Vendor shall have the burden of demonstrating that his program complies with Section 287.087 of the Florida Statutes, and any other applicable state law.

THE CITY OF WILDWOOD is a political subdivision of the State of Florida, and reserves the right to cancel an RFQ and to reject any and/or all submittals, reserve the right to waive any and all informalities or irregularities, to re-advertise with either the identical or revised specifications, and reserve the right to award contracts and/or in the best interest of the City. Submittals not meeting stated minimum terms and qualifications may be rejected by the City as non-responsive. The City reserves the right to reject any or all submittals without cause. The City reserves the right to reject the submission of any Vendor in arrears or in default upon any debt or contract to the City, or who has failed to perform faithfully any previous contract with the City's or with other governmental agencies.

PUBLIC RECORDS LAW: Correspondence, materials and documents received pursuant to this RFQ/BID become public records subject to the provisions of Chapter 119, Florida Statutes.

VERIFICATION OF TIME: Venison time is hereby established as the Official Time of the City's.

PREPARATION OF PROPOSALS/BIDS:

Signature of the Bidder: The Bidder must sign the RFQ/BID FORMS in the space provided for the signature. If the Proposer/Bidder is an individual, the words "doing business as _____," must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words, "Member of the Firm" should be written beneath such signature. If the Proposer/Bidder is a corporation, the title of the officer signing the RFQ/BID on behalf of the corporation must be stated and evidence of his authority to sign the RFQ/BID must be submitted. The Proposer/Bidder shall state in the RFQ/BID FORMS the name and address of each person interested therein.

Basis for Bidding: The price proposed for each item shall be on a lump sum or unit price basis according to specifications on the RFP/RFQ/BID FORM. The proposed prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered, unless otherwise provided herein.

Total Proposed Price/Total Contract Sum Proposed: If applicable, the total price bid for the work shall be the aggregate of the lump sum prices proposed and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the RFP/RFQ/BID FORM. If there is a discrepancy on the RFP/RFQ/BID FORM due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

TABULATION: Those wishing to receive an official tabulation of the results of the opening of this RFP/RFQ/BID are to submit a self-addressed, stamped business size (No. 10) envelope, prominently marked on the front lower left side, with the RFQ identification. Tabulation requested by telephone, fax or electronic media will not be accepted.

OBLIGATION OF WINNING BIDDER: The contents of the RFP/RFQ/BID of the successful proposer/bidder will become contractual obligations if acquisition action ensues. Failure of the successful Proposer/Bidder to accept these obligations in a contract may result in cancellation of the award and such vendor may be removed from future participation.

AWARD OF BID: It is the City's intent to select a vendor within **sixty (60) calendar days** of the deadline for receipt of Proposals/Qualifications/Bids. However, Proposals/Qualifications/Bids must be firm and valid for award for at least **ninety (90) calendar days** after the deadline for receipt of the RFP/RFQ/BID.

ADDITIONAL REQUIREMENTS: The firms shall furnish such additional information as the City may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The City reserves the right to make investigations of the qualifications of the firm as it deems appropriate.

PREPARATION COSTS: The City shall not be obligated or be liable for any costs incurred by Proposers/Bidders prior to issuance of a contract. All costs to prepare and submit a response to this RFP/RFQ/BID shall be borne by the Proposer/Bidder.

TIMELINESS: All work will commence upon authorization from the City's representative. All work will proceed in a timely manner without delays. The Consultant shall commence the work UPON RECEIPT OF NOTICE TO PROCEED and/or ORDER PLACED (PURCHASE ORDER PRESENTED) and shall deliver in accordance to the terms and conditions outlined and agreed upon herein.

DELIVERY: All prices shall be FOB Destination, Sumter County, Florida, inside delivery unless otherwise specified.

ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES ("PIGGY-BACK"):

The Vendor by submitting a Bid acknowledges that other Public Agencies may seek to "Piggy-Back" under the same terms and conditions, during the effective period of any resulting contract - services and/or purchases being offered in this Bid, for the same prices and/or terms proposed. Vendor has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a Public Agency can Piggy-Back any contract, the Agency must first obtain the vendor's approval - without the vendor's approval, the seeking Agency cannot Piggy-Back.

PLANS, FORMS & SPECIFICATIONS: Bid Packages are available from the City Clerk. These packages are available for pickup or by mail. If requested to mail, the Proposer/Bidder must supply a courier account number (UPS, FedEx, etc.). Proposers/Bidders are required to use the official RFP/RFQ/BID FORMS, and all attachments itemized herein, are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the RFQ/BID FORM and/or Exceptions/Deviations Sheet(s). Only one set of plans, forms, and specifications will be furnished each company or corporation interested in submitting a Proposals/bid. RFQ/BID FORM documents for this project are free of charge and are available on-line and are downloadable.

MANUFACTURER'S NAME AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The Proposer/Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the RFP/RFQ/BID specification for any item(s). If RFQ's/BID's are based on equivalent products, indicate on the RFP/RFQ/BID FORM the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous RFP/RFQ/BID will not satisfy this provision. The Proposer/Bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. RFP/RFQ's/BID's which do not comply with these requirements are subject to rejection. RFP/RFQ's/BID's lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the RFQ/BID FORM. The City is to be notified, in writing, of any proposed changes in materials used, manufacturing process, or construction. However, changes shall not be binding upon the City unless evidenced by a Change Notice issued and signed by the City or designated representative.

QUANTITIES: The quantities as specified in this RFP/RFQ/BID are estimates only and are not to be construed as guaranteed minimums.

SAMPLES: Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the Proposers/Bidders expense. Each sample shall be labeled with the Proposer's/Bidder's name, manufacturer brand name and number, RFP/RFQ/BID number and item reference. Samples of successful Proposer's/Bidder's items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions which include shipping authorization and must be received at time of opening. Samples not returned may be disposed of by the City within a reasonable time as deemed appropriate.

DOCUMENT RE-CREATION: Vendor may choose to re-create any document(s) required for this solicitation but must do so at his own risk. All required information in the original City format must be included in any re-created document. Submittals may be deemed non-responsive if required information is not included in any re-created document.

ACKNOWLEDGED:

This document must be completed and returned with your Submittal

(Signature and Date)

FORM 5

HOLD HARMLESS AGREEMENT

The Firm agrees to hold the City of Wildwood harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use of property arising out of or resulting, in whole or in part, from a negligent act or omission or willful misconduct of consultant or its employees, Subcontractors, agents or representatives.

The Firm shall purchase and maintain workers' compensation insurance for all workers' compensation insurance and employers' liability in accordance with Florida Statute Chapter 440.

The Firm shall also purchase any other coverage required by law for the benefit of employees.

Required insurance shall be documented in Certificates of Insurance and shall be provided to the City representative requesting the service.

By signature upon this form the Firm stipulates that he/she agrees to the Hold Harmless Agreement, and to abide by all insurance requirements.

Firm – Print Name

Firm – Authorized Signature

Project Name

Date

The effective date of this Hold Harmless Agreement shall be for the duration of this project.

This document must be completed and returned with your Submittal

FORM 6

DRUG FREE WORKPLACE CERTIFICATION

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

(print or type name of Firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under RFQ or bid, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under RFQ or bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the drug free workplace program.
- "As a person authorized to sign this statement, I certify that the above-named business, firm or corporation complies fully with the requirements set forth herein".

Authorized Signature

Date Signed

State of: _____

County of: _____

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

Personally known _____ or Produced Identification _____
(Specify Type of Identification)

Signature of Notary

My Commission Expires _____

(seal)

This document must be completed and returned with your Submittal

FORM 7

SWORN STATEMENT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES FORM

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

1. This sworn statement is submitted to City of Wildwood

By _____
{print individual's name and title}

for _____
{print name of entity submitting sworn statement}

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- A predecessor or successor of a person convicted of a public entity crime; or
 - An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
 - I understand that a “person” as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **{indicate which statement applies.}**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **{attach a copy of the final order}**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

{signature}

{date}

State of _____

County of _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____, who after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 20_____.

Attest: _____
Notary Public

My commission expires: _____

(Notary Seal)

This document must be completed and returned with your Submittal

FORM 8

CONFLICT OF INTEREST DISCLOSURE FORM

I HEREBY CERTIFY that

1. I (*printed name*) _____ am
the
(*title*) _____ and the duly authorized representative of the firm of (*Firm Name*)
_____ whose address
is
_____,
and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
3. This bid qualification is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid qualification for the same services and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

State of _____

County of _____

Sworn to and subscribed before me this _____ day of _____ 20_____

Personally Known _____

OR Produced Identification _____, Type of Identification _____

My Commission Expires _____

(Printed, typed or stamped commissioned name of notary)

This document must be completed and returned with your Submittal

FORM 9

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

Respondent Vendor Name: _____

Name of Company: _____

FEIN: _____

Authorized Representative's Name and Title: _____

Address: _____

Phone Number: _____ Email Address: _____

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

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

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

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

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

Certified By: _____
Authorized Signature

Print Name: _____

Print Title: _____

This document must be completed and returned with your Submittal

FORM 10

PROPOSER'S QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

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

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

OTHER INFORMATION ABOUT PROJECTS:

Has the Proposer, at any time, failed to complete a contract?

Yes No

STATEMENT OF LITIGATION:

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

Yes No

Attach detailed explanation as required as part of the RFQ Submittal.

CONTRACT VALUES:

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

\$ _____ Total Value for PAST completed and similar project

\$ _____ Total Value for PAST completed and similar project

Attach additional page if necessary.

REFERENCES:

Bank(s) Maintaining Account(s): _____

Surety/Underwriter: (if required): _____

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

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

Partnership/Years in Business:

Sole Proprietorship/Years in Business:

Other: Please list:

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

This document must be completed and returned with your Submittal

FORM 11

DECLARATION STATEMENT

City of Wildwood
100 North Main Street
Wildwood, FL 34785

RE: RFQ #2023-03, Wildwood WRF Expansion and BNR Improvements

Dear Mayor and City Commission Members:

The undersigned as Proposer, or on behalf of Proposer, declares that this RFQ Submittal is submitted without any other understanding, agreement or connection with any person, corporation, or firm submitting a Response for the same purpose and that the Response is in all respects fair and without collusion or fraud.

The undersigned as Proposer, or on behalf of Proposer, further declares that this Response is in compliance in every respect with all the Instructions to Proposers issued prior to the opening of the RFQ Submittals.

The undersigned as Proposer, or on behalf of Proposer, if selected, agrees to commence negotiations in good faith and execute an appropriate City document for the purpose of establishing a formal contractual relationship with the City for the performance of all requirements to which the RFQ Submittal pertains as set forth in **RFQ #2023-03, WILDWOOD WRF EXPANSION AND BNR IMPROVEMENTS**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this _____ day of _____, 2023 in the City of _____ in the State of Florida.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

This document must be completed and returned with your Submittal

FORM 12

NON-COLLUSION AFFIDAVIT OF THE PRIME QUALIFIER

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

State of _____

County of _____

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

I am the _____ of _____, (Proposer) which has submitted a Response to City of Wildwood, FL RFQ #2023-03.

I am fully informed respecting the preparation and contents of the Response to RFQ #2023-03, and of all pertinent circumstances respecting such Response.

Neither the Proposer nor any of its officers, partners, owners, agent representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person, to fix the price or prices in the Proposer's Response to RFQ #2023-03, or that of any other proposer, or to fix any overhead, profit or cost element of the Response price or the price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Wildwood, FL.

The price or prices quoted in the Proposer's Response to RFQ #2023-03, are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me by means of physical presence or online notarization of
, as _____, of _____, who personally swore or
affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally
known to me or who produced _____ as identification, and who did/did not take an oath this
day of _____, 2023.

(stamp)

NOTARY PUBLIC

This document must be completed and returned with your Submittal

FORM 13

ACKNOWLEDGEMENTS

RFQ #2023-03

**CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES –
WILDWOOD WRF EXPANSION AND BNR IMPROVEMENTS**

**To: City of Wildwood
100 North Main Street
Wildwood, FL 34785**

_____(Proposer) guarantees its Response to RFQ #2023-03 for a period not to exceed one hundred twenty (120) days from the date its RFQ Response was submitted to the City of Wildwood, FL unless an extension is granted by the Proposer.

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

Dated this _____ day of _____, 2023.

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

By: _____ (Signature) _____ (Print name)

Address: _____

Telephone: _____ Fax: _____

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

CORPORATION

By: _____
(Signature) (Print name)

Address: _____

Telephone: _____ Fax: _____

Taxpayer/Employer Identification Number (TIN/EIN):

State of Incorporation: _____

Corporate President: _____

Corporate Secretary: _____

Corporate Treasurer: _____

CORPORATE SEAL

Attest By (Secretary): _____

Signature

Date

This document must be completed and returned with your Submittal

FORM 14

COMPLIANCE WITH THE PUBLIC RECORDS LAW

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

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

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

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this ____ day of _____, 2023.

(stamp)

NOTARY PUBLIC

This document must be completed and returned with your Submittal

FORM 15

REFERENCES FORM

Provide the business names, contact person, email and telephone number of four (4) references for which the Proposer has provided services similar to the services described in this RFQ for three (3) years or more within the last five (5) year period. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

The Proposer will identify whether the business entity is incorporated in Florida, another state, or is in a foreign country. If a proposer is a corporation, provide a copy of the Certification from the Florida Secretary of State verifying the Proposer's corporate status and good standing. The Proposer shall include a copy of its business license with the submittal.

1. Name of Company: _____

Address: _____

Point of Contact: _____

Phone No.: _____ Email address: _____

Service(s) Provided: _____

Dates of Service: _____

2. Name of Company: _____

Address: _____

Point of Contact: _____

Phone No.: _____ Email address: _____

Service(s) Provided: _____

Dates of Service: _____

3. Name of Company: _____

Address: _____

Point of Contact: _____

Phone No.: _____ Email address: _____

Service(s) Provided: _____

Dates of Service: _____

4. Name of Company: _____

Address: _____

Point of Contact: _____

Phone No.: _____ Email address: _____

Service(s) Provided: _____

Dates of Service: _____

This document must be completed and returned with your Submittal

FORM 17

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

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

Part I Taxpayer Identification Number (TIN)

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

Social security number									
				-			-		
OR									
Employer identification number									
				-					

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

Form 1099-DIV (dividends, including those from stocks or mutual funds)

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

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

This document must be completed and returned with your Submittal

FORM 18

FUNDING COMPLIANCE STATEMENT AND CERTIFICATION

Project Name: _____ Project Number: _____

Project Location: _____

CERTIFICATION

The Proposer hereby agrees to comply with any and all local, state, and/or federal funding requirements, to the extent applicable to the Project, and that any and all applicable local, state, and/or federal funding requirements shall be included within the agreement resulting from this solicitation RFQ #2023-03.

Dated this _____ day of _____, 2023. I hereby certify the above statement on behalf of the Proposer. I hereby further certify that I have the authority to execute this certification and bind the Proposer according and that I am the same individual authorized to execute any Agreement resulting from this solicitation RFQ #2023-03.

Firm Name: _____

Authorized Representative (printed): _____

Authorized representative (signature): _____

Title: _____

**STATE OF FLORIDA
COUNTY OF SUMTER**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced as identification, and who did/did not take an oath this _____ day of _____, 2023.

(stamp)

NOTARY PUBLIC

This document must be completed and returned with your Submittal

FORM 19 - FDEP SUPPLEMENTARY CONDITIONS (CONSTRUCTION)

SUPPLEMENTARY CONDITIONS (CONSTRUCTION)

Florida Department of Environmental Protection

State Revolving Fund Program

Supplementary Conditions

for

Formally Advertised

Construction Procurement

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ENVIRONMENTAL PROTECTION
SUPPLEMENTARY CONDITIONS**

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FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

The intent of the Florida Department of Environmental Protection (FDEP) Supplementary Conditions is to complement and supplement other provisions of the Bidding Documents. However, if there is any conflict between the FDEP Supplementary Conditions and other provisions of the Bidding Documents, the FDEP Supplementary Conditions shall take precedence over the other provisions except when the other provisions are similar to, but more stringent than, the FDEP Supplementary Conditions. When other provisions of the Bidding Documents are similar to, but more stringent than, the FDEP Supplementary Conditions, the more stringent provisions shall apply.

ARTICLE 1 - DEFINITIONS

Wherever used in these Supplementary Conditions (except in the appendices to these Supplementary Conditions), the following terms have the meanings indicated, which are applicable to both the singular and plural thereof.

- 1.1 Addendum - A written or graphic instrument that is issued prior to the opening of bids and that clarifies, corrects, or changes the Bidding Documents.
- 1.2 Agreement or Contract - The written agreement between the Owner and the Contractor covering the Work to be performed and furnished; these Supplementary Conditions and other Contract Documents are attached to the Agreement/Contract and made a part thereof as provided therein.
- 1.3 Bid - The offer or proposal of a bidder submitted on the prescribed form and setting forth the price(s) for the Work to be performed and furnished.
- 1.4 Bidder - Any person, firm, or corporation that submits a bid directly to the Owner.
- 1.5 Bidding Documents - The Advertisement for Bids or the Invitation to Bid, the Instructions to Bidders or the Information for Bidders, the Bid Form, the proposed Contract Documents, and all addenda.
- 1.6 Bond - An instrument of security.
- 1.7 Change Order - A document that is recommended by the Engineer and signed by the Contractor and the Owner; that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Time; and that is issued on or after the Effective Date of the Agreement/Contract.
- 1.8 Contract Documents - The Agreement/Contract; the Contractor's Bid when attached as an exhibit to the Agreement/Contract; the Performance and Payment Bond(s); the General Conditions; the Supplementary Conditions (including these Supplementary Conditions); the Specifications (written technical descriptions of material, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto); the Drawings (drawings that show the character and scope of the Work to be performed and furnished); all addenda that pertain to the Contract Documents; and all change orders.
- 1.9 Contract Time - The number of days or the date stated in the Contract Documents for completion of the Work.
- 1.10 Contractor - The person, firm, or corporation with whom or which the Owner enters into the Agreement/Contract.
- 1.11 Effective Date of the Agreement/Contract - The date indicated in the Agreement/Contract on which the Agreement/Contract becomes effective, or if no such date is indicated in the Agreement/Contract, the date on which the Agreement/Contract is signed and delivered by the last of the two parties to sign and deliver the Agreement/Contract.
- 1.12 Engineer - The person, firm, or corporation named as such in the Contract Documents.
- 1.13 Minority Business Enterprise (MBE) - A historically Black college or university or a business that is (a) certified as socially and economically disadvantaged by the Small Business Administration, (b) certified as an MBE by a state or federal agency, or (c) an independent business concern which is at least 51-percent owned and controlled by minority group members. (A minority group member is an individual who is a citizen of the United States and one of the following: [i] Black American; [ii] Hispanic American [with origins from Puerto Rico, Mexico, Cuba, or South or Central America]; [iii] Native American [American Indian, Eskimo, Aleut, or native Hawaiian]; or [iv] Asian-Pacific American

[with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, Taiwan, or the Indian Subcontinent].)

1.14 Notice to Proceed -The written notice given by the Owner to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contractor shall start to perform its obligations under the Contract Documents.

1.15 Owner - The local government (municipality, county, district, or authority; or any agency thereof; or a combination of two or more of the foregoing acting jointly) with which the Florida Department of Environmental Protection (FDEP) may execute, or has executed, a State Revolving Fund loan agreement and for which the Work is to be provided.

1.16 Project - The total construction or facilities described in a State Revolving Fund loan agreement between the FDEP and the Owner, of which the Work to be provided under the Contract Documents may be the whole or a part.

1.17 Sponsor – The recipient of the State Revolving Fund loan agreement that provides funds for the project.

1.18 Subcontract - A direct contract between a subcontractor and the Contractor, or any other subcontractor at any tier, for the furnishing of goods (material and equipment) or the performance of services (including construction) necessary to complete the Work.

1.19 Subcontractor - A person, firm, or corporation having a direct contract with the Contractor, or any other subcontractor at any tier, for the furnishing of goods (material and equipment) or the performance of services (including construction) necessary to complete the Work.

1.20 Successful Bidder - The lowest responsive, responsible bidder to whom or which the Owner intends to award the Agreement/Contract.

1.21 Women's Business Enterprise (WBE) - A business that is (a) certified as a WBE by a state or federal agency or (b) an independent business concern which is at least 51-percent owned and controlled/operated by women. (Determination of whether a business is at least 51-percent owned by women shall be made without regard to community property laws [e.g., an otherwise qualified WBE that is 51-percent owned by a married woman in a community property state will not be disqualified because the married woman's husband has a 50-percent interest in the married woman's share of the business; similarly, a business that is 51-percent owned by a married man and 49-percent owned by women will not become a qualified WBE by virtue of the married man's wife having a 50-percent interest in the married man's share of the business].)

1.22 Work - The entire completed construction or the various separately identifiable parts thereof required to be performed and furnished under the Contract Documents; Work is the result of performing services, furnishing labor, furnishing material and equipment, and incorporating material and equipment into the construction as required by the Contract Documents.

ARTICLE 2 - PRIVITY OF AGREEMENT/CONTRACT

2.1. The Owner expects to finance this Agreement/Contract with assistance from the FDEP, which administers a State Revolving Fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency (USEPA). Neither the State of Florida nor the United States (nor any of their departments, agencies, or employees) will be a party to this Agreement/Contract or any lower-tier subcontract.

ARTICLE 3 - PROCUREMENT REQUIREMENTS

3.1. This Agreement/Contract and the Owner's solicitation and award of this Agreement/Contract are subject to requirements contained in Chapter 62-503 (Revolving Loan Program) and/or Chapter 62-552, Florida Administrative Code as applicable.

ARTICLE 4 - RESOLUTION OF PROTESTS AND CLAIMS/DISPUTES

Resolution of Protests Concerning the Owner's Solicitation and/or Award of this Agreement/Contract:

4.1. Protests concerning the Owner's solicitation and/or award of this Agreement/Contract must be filed in writing with the Owner to be considered.

4.2. All timely written protests concerning the Owner's solicitation and/or award of this Agreement/Contract are to be resolved in accordance with the Owner's dispute resolution process. A copy of the ordinance(s), resolution(s), or written policy (policies) that set forth the Owner's dispute resolution process is included elsewhere in the Bidding Documents or is to be made available by the Owner upon request.

4.3. Neither the (FDEP) nor the USEPA will become a party to, or have any role in resolving, protests concerning the Owner's solicitation and/or award of this Agreement/Contract. Protest decisions made by the Owner cannot be appealed to the FDEP or the USEPA.

Resolution of Claims and Disputes Between the Owner and the Contractor:

4.4. Unless otherwise provided in the Contract Documents, all claims and disputes between the Owner and the Contractor arising out of, or relating to, the Contract Documents or the breach thereof are to be decided by arbitration (if the Owner and the Contractor mutually agree) or in a court of competent jurisdiction within the State of Florida.

4.5. Neither the FDEP nor the USEPA will become a party to, or have any role in resolving, claims and disputes between the Owner and the Contractor.

ARTICLE 5 - CHANGES TO THE BIDDING AND CONTRACT DOCUMENTS

5.1. All changes to the Bidding Documents made subsequent to the FDEP's acceptance of the Bidding Documents and prior to the opening of bids are to be documented via addendum (addenda) to the Bidding Documents; all changes to the Contract Documents made after the opening of bids are to be documented by change order(s) to the Contract Documents. The Owner shall submit all addenda and change orders to the FDEP.

ARTICLE 6 - BONDS AND INSURANCE

Bid Guarantees:

6.1. Each bidder's bid is to be accompanied by a bid guarantee made payable to the Owner in an amount at least equal to five percent of the bidder's maximum bid price and in the form of a certified check or bid bond.

Performance and Payment Bond(s):

6.2. The Contractor shall furnish a combined performance and payment bond in an amount at least equal to 100 percent of the Contract Price (or, if required elsewhere in the Contract Documents, the Contractor shall furnish separate performance and payment bonds, each in an amount at least equal to 100 percent of the Contract Price) as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. This(these) bond(s) are to be delivered to the Owner by the Contractor along with the executed Agreement/Contract. The Owner shall forward a copy of this (these) bond(s) to the FDEP.

Insurance:

6.3. The Owner and/or the Contractor (as required elsewhere in the Contract Documents) shall purchase and maintain, during the period of construction, such liability insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims that may arise out of, or result from, the Contractor's performance and furnishing of the Work (whether the Work is to be performed or furnished by the Contractor or any subcontractor at the Work site) and the Contractor's other obligations under the Contract Documents. This insurance is to include workers' compensation insurance, comprehensive general liability insurance, comprehensive automobile liability insurance, and contractual liability insurance applicable to the Contractor's indemnification obligations and is to be written for not less than the limits of liability and coverages determined by the Owner or required by law, whichever is greater.

6.4. The Owner and/or the Contractor (as required elsewhere in the Contract Documents) shall purchase and maintain, during the period of construction, property insurance upon the Work at the Work site in an amount equal to the full replacement cost of the Work or the full insurable value of the Work. This insurance is to include the interests of the Owner, the Contractor, and all subcontractors at the Work site (all of whom are to be listed as insured or additional insured parties); is to insure against the perils of fire and extended coverage; and is to include "all-risk" insurance for physical loss or damage due to theft, vandalism and malicious mischief, collapse, water damage, and/or all other risks against which coverage is obtainable.

6.5. Before any Work at the Work site is started, the Contractor shall deliver to the Owner certificates of insurance that the Contractor is required to purchase and maintain in accordance with Paragraphs 6.3 and 6.4 of this Article and other provisions of the Contract Documents, and the Owner shall deliver to the Contractor certificates of insurance that the Owner is required to purchase and maintain in accordance with Paragraphs 6.3 and 6.4 of this Article and other provisions of the Contract Documents.

ARTICLE 7 - AWARD OF AGREEMENT/CONTRACT

7.1. If this Agreement/Contract is awarded, it is to be awarded to the lowest responsive, responsible bidder. A fixed price (lump sum or unit price or both) agreement/contract is to be used. A clear explanation of the method of evaluating bids and the basis for awarding this Agreement/Contract are included elsewhere in the Bidding Documents. All bids may be rejected when in the best interest of the Owner. After the contract has been awarded, the Owner shall give the Contractor a notice to proceed fixing the date on which the Contract Time will commence to run. The Owner shall forward a copy of this notice to proceed to the FDEP.

ARTICLE 8 - ITEMIZED CONSTRUCTION COST BREAKDOWN; CONSTRUCTION AND PAYMENT SCHEDULES

8.1. The Contractor shall submit to the Owner, within ten calendar days after the Effective Date of this Agreement/Contract, an itemized construction cost breakdown and construction and payment schedules.

8.1.1. The itemized construction cost breakdown, or schedule of values, is to include quantities and prices of items aggregating the Contract Price and is to subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices are to include an appropriate amount of overhead and profit applicable to each item of Work.

8.1.2. The construction, or progress, schedule is to indicate the Contractor's estimated starting and completion dates for the various stages of the Work and is to show both the projected cost of Work completed and the projected percentage of Work completed versus Contract Time.

8.1.3. The payment schedule is to show the Contractor's projected payments cumulatively by month.

ARTICLE 9 – FDEP/USEPA ACCESS TO RECORDS AND PROJECT SITE

9.1. Authorized representatives of the Owner, the FDEP, and the USEPA shall have access to, for the purpose of inspection, the Work site(s), any books, documents, papers, and records of the Contractor that are pertinent to this Agreement/Contract at any reasonable time. The Contractor shall retain all books, documents, papers, and records pertinent to this Agreement/Contract for a period of five years after receiving and accepting final payment under this Agreement/Contract.

NOTE: ARTICLE 10 ONLY APPLIES TO FEDERAL CAP GRANT PROJECTS

ARTICLE 10 - DISADVANTAGED BUSINESS ENTERPRISES

10.1 A goal of five percent of the Contract Price is established for Minority Business Enterprise (MBE) participation in the Work, and a goal of five percent of the Contract Price is established for Women's Business Enterprise (WBE) participation in the Work. If bidders or prospective contractors (including the Contractor) intend to let any lower-tier goods

or services (including construction) subcontracts for any portion of the Work, they shall physically include these percentage goals for MBE and WBE participation in all solicitations for subcontracts and shall take good faith efforts to assure that MBEs and WBEs are utilized, when possible, as sources of goods and services. Good faith efforts are to include the following:

- 10.1.1. Require Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- 10.1.2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- 10.1.3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- 10.1.4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- 10.1.5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 10.1.6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs 10.1.1 through 10.1.5 of this section.

10.2. Within ten calendar days after being notified of being the apparent Successful Bidder, the apparent Successful Bidder shall submit to the Owner documentation of the affirmative steps it has taken to utilize Minority and Women's Business Enterprises (MBEs and WBEs) in the Work and documentation of its intended use of MBEs and WBEs in the Work. The Owner shall keep this documentation on file and shall forward to the FDEP a copy of the apparent Successful Bidder's documentation concerning its intended use of MBEs and WBEs in the Work.

ARTICLE 11 - DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549)

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

11.1. The bidder certifies, by submission of this proposal, that neither the bidder nor its principals, nor the bidder's subcontractors nor their principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

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

11.3. The bidder also certifies that it and its principals and the bidder's subcontractors and their principals:

- 11.3.1. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 11.3.2. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 11.3.1 of this certification; and
- 11.3.3. Have not within a three-year period preceding this proposal had one or more public transactions (federal, state or local) terminated for cause or default. Where the bidder is unable to certify to any of the above, such owner shall attach an explanation to this proposal.

11.3.4. 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.

11.3.5. The bidder shall incorporate the foregoing requirements 11.1 through 11.3 in all subcontracts.

ARTICLE 12 - EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

12.1. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). (Applicable to contracts/subcontracts exceeding \$10,000)

12.1.1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

12.1.2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in Florida, are as follows:

Goal for female participation: 6.9 percent statewide

Goal for minority participation: (See Appendix B at FDEP-20 for goals for each county)

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

12.1.3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

12.1.4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the State of Florida.

12.1.5. Contractors shall incorporate the foregoing requirements in all subcontracts.

12.2. Equal Opportunity Clause (Applicable to contracts/subcontracts exceeding \$10,000)

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

12.2.1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

12.2.2. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The notice can be obtained online at http://www.eeoc.gov/employers/upload/eeoc_self_print_poster.pdf. The Contractor shall state that all qualified applicants be considered without regard to race, color, religion, sex or national origin.

12.2.3. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

12.2.4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

12.2.5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

12.2.7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

12.2.8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs 12.2.1 through 12.2.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

12.3. The Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

12.3.1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

12.3.2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

12.3.3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

12.3.4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

12.3.5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

12.3.6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

12.3.7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 12.3.7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

12.3.8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (12.3.7a through 12.3.7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

12.3.9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

12.3.10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

12.3.11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12.3.12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

12.3.13. The Contractor, in fulfilling its obligation under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

12.3.14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

12.3.15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

12.4. Pursuant to 41 CFR 60-1.7, if the price of this bid exceeds \$10,000, the bidder, by signing and submitting this proposal, certifies the following:

12.4.1. Affirmative action programs pursuant to 41 CFR 60-2 have been developed and are on file;

12.4.2. Documentation of a previous contract or subcontract subject to the equal opportunity clause is available;

12.4.3. All reports due under the applicable filing requirements have been filed with the Joint Reporting Committee, the Deputy Assistant Secretary or the Equal Employment Opportunity Commission; and

12.4.4. Each prospective construction subcontractor that may be awarded a lower-tier construction subcontract with a price exceeding \$10,000 shall meet the above requirements 12.4.1 through 12.4.3.

12.5. Pursuant to 41 CFR 60-1.8, if the price of this bid exceeds \$10,000, the bidder, by signing and submitting this proposal, certifies the following:

12.5.1. That he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments;

12.5.2. That he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained;

12.5.3. That he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments;

12.5.4. That he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained;

12.5.5. That a breach of this certification is violation of the Equal Opportunity Clause of this contract; and

12.5.6. That he/she will obtain identical certifications from proposed Subcontractors prior to the award of Subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his/her files.

As used in this certification, the term “segregated facilities” means any waiting rooms, work eating areas, time clocks, locker rooms, and other storage or dressing areas, transportation and housing facilities provided for employees which are in fact segregated on the basis of race, color, religion, or otherwise.

12.6. If the price of this Agreement/Contract exceeds \$10,000, the Owner shall give written notice to the Director of the Office of Federal Contract Compliance Programs within ten working days of award of this Agreement/Contract. The notice is to include the name, address, and telephone number of the Contractor; the employer identification number of the Contractor; the dollar amount of this Agreement/Contract; the estimated starting and completion dates of this Agreement/Contract; the number of this Agreement/Contract; and the geographical area in which the Work is to be performed.

12.7. If the price of this Agreement/Contract equals or exceeds \$50,000 and if the Contractor has 50 or more employees, the Contractor shall electronically file Standard Form 100 (EEO-1) online at <https://egov.eeoc.gov/eeo1/eeo1.jsp> within 30 calendar days after the award of this Agreement/Contract, unless the Contractor has submitted such a report within 12 months preceding the date of award of this Agreement/Contract. In addition, the Contractor shall ensure that each construction subcontractor having 50 or more employees and a lower-tier construction subcontract with a price equaling or exceeding \$50,000 also electronically files this form within 30 calendar days after the award to it of the lower-tier construction subcontract, unless the construction subcontractor has submitted such a report within 12 months preceding the date of award of the lower-tier construction subcontract.

ARTICLE 13 - IMMIGRATION REFORM AND CONTROL ACT OF 1986 (STATE OF FLORIDA EXECUTIVE ORDER 11-116)

The Immigration Reform and Control Act of 1986 prohibits employers from knowingly hiring illegal workers. The Contractor shall only employ individuals who may legally work in the United States – either U.S. citizens or foreign citizens who are authorized to work in the U.S. The Contractor shall use the U.S. Department of Homeland Security’s E-Verify Employment Eligibility Verification system (<http://www.uscis.gov/portal/site/uscis>) to verify the employment eligibility of:

- all new employees, during the term of this Agreement, to perform employment duties within Florida; and,
- all new employees (including subcontractors and subrecipients) assigned by the Contractor to perform work pursuant to this Agreement.

The Contractor shall include this provision in all subcontracts/subgrants it enters into for the performance of work under this Agreement.

ARTICLE 14 – ENVIRONMENTAL COMPLIANCE

The Contractor, and all subcontractors at any tier, shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 (Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans).

ARTICLE 15 – FEDERAL LABOR STANDARDS PROVISION

Contracts being constructed with assistance from the State Revolving Fund Program are currently required to comply with the Federal Labor Standards Provisions as provided in Appendix C. Signing Appendix A certifies compliance with these provisions.

ARTICLE 16 – AMERICAN IRON AND STEEL PROVISION

Contracts being constructed with assistance from the State Revolving Fund Program are currently required to comply with The American Iron and Steel Provision as provided in Appendix D. Signing Appendix A certifies compliance with these provisions.

ARTICLE 17 - PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
1. The contractor’s maintaining an office or place of business within a particular local jurisdiction;
 2. The contractor’s hiring employees or subcontractors from within a particular local jurisdiction; or
 3. The contractor’s prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state shall disclose in the solicitation document that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

**APPENDIX A TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
SUPPLEMENTARY CONDITIONS**

**CERTIFICATION OF COMPLIANCE WITH THE FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS**

This certification relates to a construction contract proposed by _____,
(insert the name of the Owner)

which expects to finance the proposed construction contract with assistance from the Florida Department of Environmental Protection (which administers a State Revolving Fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency). I am the undersigned prospective construction contractor or subcontractor.

I certify that I have read the Florida Department of Environmental Supplementary Conditions and agree to incorporate the following articles into the bid and/or contract:

- ARTICLE 11 DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549)
- ARTICLE 12 EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)
- ARTICLE 13 IMMIGRATION REFORM AND CONTROL ACT OF (STATE OF FLORIDA EXECUTIVE ORDER 11-116)
- ARTICLE 14 ENVIRONMENTAL COMPLIANCE
- ARTICLE 15 FEDERAL LABOR STANDARDS PROVISION
- ARTICLE 16 AMERICAN IRON AND STEEL PROVISION

I agree that I will obtain identical certifications from prospective lower-tier construction subcontractors prior to the award of any lower-tier construction subcontracts with a price exceeding \$2,000. I also agree that I will retain such certifications in my files.

(Signature of Authorized Official) (Date)

(Name and Title of Authorized Official [Print or Type])

(Name of Prospective Construction Contractor or Subcontractor [Print or Type])

(Address and Telephone Number of Prospective Construction Contractor or Subcontractor [Print or Type])

(Employer Identification Number of Prospective Construction Contractor or Subcontractor)

**APPENDIX B TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
SUPPLEMENTARY CONDITIONS**

GOALS AND TIMETABLES FOR MINORITIES AND FEMALES

[Note: These goals and timetables are the goals and timetables referred to in Paragraph 2 of the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)"; these goals and timetables are to be included in all FDEP assisted construction contracts and subcontracts with a price exceeding \$10,000 and in all solicitations for such contracts and subcontracts.]

The following goals and timetables for female utilization shall be included in all federal and federally assisted construction contracts and subcontracts in excess of \$10,000. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a federal or federally assisted construction contract or subcontract.

Area covered: Goals for Women apply nationwide.

Goals and Timetables

Timetable	Goals (percent)
Indefinite	6.9

Goals for minority utilization can be found in the Department of Labor's Technical Assistance Guide for Federal Construction Contractors (May 2009), available on the internet at <http://www.civilrightsusa.gov/pdf/TAG%20-%20Constuction.pdf> . These goals shall be included for each craft and trade in all federal or federally assisted construction contracts and subcontracts in excess of \$10,000 to be performed in the respective geographical areas. The goals are applicable to each nonexempt contractor's total onsite construction workforce, regardless of whether or not part of that workforce is performing work on a federal, federally assisted or non-federally related project, contract or subcontract.

Construction contractors which are participating in an approved Hometown Plan (see 41 CFR 60-4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their other covered construction work, such contractors are required to comply with the applicable SMSA or EA goal contained in this Appendix.

**APPENDIX C
TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
SUPPLEMENTARY CONDITIONS**

Davis-Bacon Requirements

FEDERAL LABOR STANDARDS PROVISIONS

(Davis-Bacon Act, Copeland Act, and Contract Works Hours & Safety Standards Act)

The Project to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such federal assistance.

1 Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act, 29 CFR Part 3, the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. 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 29 CFR 5.5(a)(1)(iv); 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 29 CFR Part 5.5(a)(1)(ii) 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 be easily seen by the workers.

(ii) (a) The sponsor, on behalf of EPA, 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 FDEP shall approve a request for 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; and
- (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 sponsor(s) 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 sponsor to the FDEP. The FDEP will transmit the request to the Administrator of the Wage and Hour Division, employment Standards Administration, U. S. Department of Labor. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional

classification action within 30 days of receipt and so advise the FDEP or will notify FEDP within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event that the Contractor, the laborers or mechanics to be employed in the Classification or their representatives, and the sponsor do not agree on the proposed classification and wage rate (including the amount designed for fringe benefits, where appropriate), the FDEP shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of FDEP, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding.

The sponsor shall, upon written request of the EPA or 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 the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, EPA may, after written notice to the contractor, sponsor, applicant, or owners, 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 (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). 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 Section 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 which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. 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. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed, a copy of all payrolls to the sponsor. Such documentation shall be available upon request by FDEP. As to each payroll copy received, the sponsor shall provide a certification that the project is in compliance with the requirements of 29 CFR 5.5(a)(1) with each disbursement request. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(I), except that full social security numbers and home addresses shall not be included on the weekly payrolls. 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 <http://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 addresses of each covered worker, and shall provide them upon request to the sponsor for transmission to the FDEP or EPA if requested by EPA, the FDEP, 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 sponsor. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).

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

(2) That each laborer or 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 29 CFR Part 3;

(3) That 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 Option Form WH-347 shall satisfy the requirement for submission of the Statement of Compliance required by paragraph A. 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 A.3(I) of this section available for inspection, copying, or transcription by authorized representatives of the FDEP 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 FDEP may, after written notice to the contractor, or sponsor, 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 to make such records available may be grounds for debarment action pursuant to 29 CFR Part 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, the Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, 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 Office of Apprenticeship Training, Employer and Labor Services, 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 the determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, 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, the 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 which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who 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 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 contract 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 will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as EPA determines may be appropriate, 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 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

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

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3 and 5 are herein incorporated by referenced 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 sponsor, FDEP, EPA, 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) or to be awarded EPA contracts or participate in EPA programs pursuant to Executive Order 12549.

(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) or to be awarded EPA contracts or participate in EPA programs pursuant to Executive Order 12549.

(iii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U. S. C. 1001. Additionally, U. S. Criminal Code, Section 1010, Title 18, U. S. C., Federal Housing Administration transactions, provides in part "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both".

11. Complaints, Proceedings, or Testimony by Employees.

A. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this contract are applicable shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this contract to his employer.

B. Contract Work Hours and Safety Standards Act. The sponsor shall insert the following clauses set forth in paragraphs B.(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by item 3 above or 29 CFR 4.6. As used in the paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore 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 subparagraph (1) of this paragraph, 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 subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. The sponsor, upon written request of the FDEP or an authorized representative of the Department of Labor, may 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 contract, 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 subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph 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 subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54.83 State 96).

(3) The contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

12. Guidance to Contractor for Compliance with Labor Standards Provisions

a) Contracts with Two Wage Decisions

If the contract includes two wage decisions, the contractor, and each subcontractor who works on the site, must submit either two separate payrolls (one for each wage decision) or one payroll which identifies each worker twice and the hours worked under each wage decision. One single payroll, reflecting each worker once, may be submitted provided the Contractor uses the higher rate in the wage decisions for each identical job classification. However, where a job classification is not listed in a wage decision and is needed for that portion of the work, the classification **must** be added to the wage decision. A worker may not be paid at the rate for a classification using the hourly rate for that same classification in another wage decision. After the additional classification is approved, the contractor may pay the higher of the two rates and submit one payroll, if desired.

b) Complying with Minimum Hourly Amounts

- 1) The minimum hourly amount due to a worker in each classification is the total of the amounts in the Rates and Fringe Benefits (if any) columns of the applicable wage decision.
- 2) The contractor may satisfy this minimum hourly amount by any combination of cash and bona fide fringe benefits, regardless of the individual amounts reflected in the Rates and Fringe Benefits columns.
- 3) A contractor payment for a worker which is required by law is not a fringe benefit in meeting the minimum hourly amount due under the applicable wage decision. For example, contractor payments for FICA or unemployment insurance are not a fringe benefit; however, contractor payments for health insurance or retirement are a fringe benefit. Generally, a fringe benefit is bona fide if (a) it is available to most workers and (b) involves payments to a third party.
- 4) The hourly value of the fringe benefit is calculated by dividing the contractor's annual cost (excluding any amount contributed by the worker) for the fringe benefit by 2080. Therefore, for workers with overtime, an additional payment may be required to meet the minimum hourly wages since generally fringe benefits have no value for any time worked over 40 hours weekly. (If a worker is paid more than the minimum rates required by the wage decision, this should not be a problem. As long as the total wages received by a worker for straight time equals the hours worked times the minimum hourly rate in the wage decision, the requirement of the Davis-Bacon and Related Acts has been satisfied.)

c) Overtime

For any project work over 40 hours weekly, a worker generally must be paid 150% of the actual hourly cash rate received, not the minimum required by the wage decision. (The Davis-Bacon and Related Acts only establishes minimum rates and does not address overtime. The Contract Work Hours Act contains the overtime requirement and uses basic rate of pay as the base for calculation, not the minimum rates established by the Davis-Bacon and Related Acts.)

d) Deductions

Workers who have deductions, not required by law, from their pay must authorize these deductions in writing. The authorization must identify the purpose of each deduction and the amount, which may be a specific dollar amount or a percentage. A copy of the authorization must be submitted with the first payroll containing the deduction. If deducted amounts increase, another authorization must be submitted. If deducted amounts decrease, no revision to the original authorization is needed. Court-ordered deductions, such as child support, may be identified by the responsible payroll person in a separate document. This document should identify the worker, the amount deducted and the purpose. A copy of the court order should be submitted.

e) Classifications Not Included in the Wage Decision

If a classification not in the wage decision is required, please advise the owner's representative in writing and identify the job classification(s) required. In some instances, the state agency may allow the use of a similar classification in the wage decision.

Otherwise, the contractor and affected workers must agree on a minimum rate, which cannot be lower than the lowest rate for any trade in the wage decision. Laborers (including any subcategory of the laborer classification) and truck drivers are not considered a trade for this purpose. If the classification involves a power equipment operator, the minimum cannot be lower than the lowest rate for any power equipment operator in the wage decision. The owner will provide forms to document agreement on the minimum rate by the affected workers and contractor.

The U.S. Department of Labor (USDOL) must approve the proposed classification and rate. The contractor may pay the proposed rate until the USDOL makes a determination. Should the USDOL require a higher rate, the contractor must make wage restitution to the affected worker(s) for all hours worked under the proposed rate.

f) Supervisory Personnel

Foremen and other supervisory personnel who spend at least 80% of their time supervising workers are not covered by the Davis-Bacon and Related Acts. Therefore, a wage decision will not include such supervisory classifications and their wages are not subject to any minimums under the Davis-Bacon and Related Act or overtime payments under the Contract Work Hours and Safety Standards Act. However, foremen and other supervisory personnel who spend less than 80% of their time engaged in supervisory activities are considered workers/mechanics for the time spent engaged in manual labor and must be paid at least the minimum in the wage decision for the appropriate classification(s) based on the work performed.

g) Sole Proprietorships / Independent Contractors / Leased Workers

The nature of the relationship between a prime contractor and a worker does not affect the requirement to comply with the labor standards provisions of this contract. The applicability of the labor standards provisions is based on the nature of the work performed.

If the work performed is primarily manual in nature, the worker is subject to the labor standards provisions in this contract. For example, if John Smith is the owner of ABC Plumbing and performs all plumbing work himself, then Mr. Smith is subject to the labor standards provisions, including minimum wages and overtime. His status as owner is irrelevant for labor standards purposes.

If a worker meets the IRS standards for being an independent contractor, and is employed as such, this means that the worker must submit a separate payroll as a subcontractor rather than be included on some other payroll. The worker is still subject to the labor standards provisions in this contract, including minimum wages and overtime.

If a contractor or subcontractor leases its workers, they are subject to the labor standards provisions in this contract, including minimum wages and overtime. The leasing firm must submit payrolls and these payrolls must reflect information required to determine compliance with the labor standards provisions of this contract, including a classification for each worker based on the nature of the work performed, number of regular hours worked, and number of overtime hours worked.

h) Apprentices / Helpers

A worker may be classified as an apprentice **only if participating in a federal or state program**. Documentation of participation must be submitted. Generally, the apprentice program specifies that the apprentice will be compensated at a percentage of journeyman rate. For Davis-Bacon Act purposes, the hourly rate cannot be lower than the percentage of the hourly rate for the classification in the applicable wage decision.

If the worker does not participate in a federal or state apprentice program, then the worker must be classified according to duties performed. This procedure may require classification in the trade depending on tools used, or as a laborer if specialized tools of the trade are not used. The contractor may want to consult with the Wage and Hour Division of the U.S. Department of Labor located in most large cities regarding the appropriate classification.

Presently, no worker may be classified as a helper. As with apprentices not participating in a formal apprentice program, the worker must be classified according to duties performed and tools used.

APPENDIX D TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

American Iron and Steel Requirement

The Contractor acknowledges to and for the benefit of the _____ (“Owner”) and the State of Florida (the “State”) that it understands that iron and steel products to be installed as a part of this contract must be in compliance with the requirements in H.R. 3547, “Consolidated Appropriations Act, 2014,” (Appropriations Act). H.R. 3547 includes the following language in Division G, Title IV, Sec. 436, under the heading, “Use of American Iron and Steel,”:

(a) (1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the “Administrator”) finds that--

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

For waivers to these requirements based on (2)(b) above, contact Sheryl Parsons at USEPA Region IV. She can be reached by phone at (404) 562-9337.

FORM 20 - FDEP SUPPLEMENTARY CONDITIONS (EQUIPMENT/MATL'S)

SUPPLEMENTARY CONDITIONS (EQUIPMENT/MATERIALS)

Florida Department of Environmental Protection
State Revolving Fund Program
Supplementary Conditions
for
Formally Advertised
Materials/Equipment Procurement

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*NOTE:	Articles 13, 14, 15 and Appendix A only apply to Federal CAP Grant Projects.	

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
SUPPLEMENTARY CONDITIONS**

The intent of the Florida Department of Environmental Protection (FDEP) Supplementary Conditions is to complement and supplement other provisions of the Bidding Documents. However, if there is any conflict between the FDEP Supplementary Conditions and other provisions of the Bidding Documents, the FDEP Supplementary Conditions shall take precedence over the other provisions except when the other provisions are similar to, but more stringent than, the FDEP Supplementary Conditions. When other provisions of the Bidding Documents are similar to, but more stringent than, the FDEP Supplementary Conditions, the more stringent provisions shall apply.

ARTICLE 1 - DEFINITIONS

1.1. Wherever used in these Supplementary Conditions (except in the appendix to these Supplementary Conditions), the following terms have the meanings indicated, which are applicable to both the singular and plural thereof.

1.1.1. Addendum - A written or graphic instrument that is issued prior to the opening of bids and that clarifies, corrects, or changes the Bidding Documents.

1.1.2. Agreement or Contract - The written agreement between the Owner and the Contractor covering the furnishing of the Goods and Special Services; these Supplementary Conditions and other Contract Documents are attached to the Agreement/Contract and made a part thereof as provided therein.

1.1.3. Application for Payment - The form that is accepted by the Engineer and used by the Contractor in requesting progress and/or final payments and that is to include such supporting documentation as is required by the Contract Documents.

1.1.4. Bid - The offer or proposal of a bidder submitted on the prescribed form and setting forth the price(s) for furnishing the Goods and Special Services.

1.1.5. Bidder - Any person, firm, or corporation that submits a bid directly to the Owner.

1.1.6. Bidding Documents - The Advertisement for Bids or the Invitation to Bid, the Instructions to Bidders or the Information for Bidders, the Bid Form, the proposed Contract Documents, and all addenda.

1.1.7. Change Order - A document that is recommended by the Engineer and signed by the Contractor and the Owner; that authorizes an addition, deletion, or revision in the Goods or Special Services or an adjustment in the Contract Price or the Contract Time; and that is issued on or after the Effective Date of the Agreement/Contract.

1.1.8. Contract Documents - The Agreement/Contract; the Contractor's Bid when attached as an exhibit to the Agreement/Contract; the General Conditions; the Supplementary Conditions (including these Supplementary Conditions); the Specifications (written technical descriptions of material, equipment, standards, and workmanship as applied to the Goods and Special Services and certain administrative details applicable thereto); any Drawings (drawings that show the character and scope of the Goods to be furnished); all addenda that pertain to the Contract Documents; and all change orders.

1.1.9. Contract Price - The moneys payable by the Owner to the Contractor under the Contract Documents as stated in the Agreement/Contract.

1.1.10. Contract Time - The number of days or the date(s) stated in the Contract Documents for furnishing the Goods and Special Services.

1.1.11. Contractor - The person, firm, or corporation with whom or which the Owner enters into the Agreement/Contract.

1.1.12. Effective Date of the Agreement/Contract - The date indicated in the Agreement/Contract on which the Agreement/Contract becomes effective, or if no such date is indicated in the Agreement/Contract, the date on which the Agreement/Contract is signed and delivered by the last of the two parties to sign and deliver the Agreement/Contract.

1.1.13. Engineer - The person, firm, or corporation named as such in the Contract Documents.

1.1.14. Goods - All material, equipment, and other tangible personal property required to be furnished under the Contract Documents.

1.1.15. Minority Business Enterprise (MBE) - A historically Black college or university or a business that is (a) certified as socially and economically disadvantaged by the Small Business Administration, (b) certified as an MBE by a state or Federal agency, or (c) an independent business concern which is at least 51-percent owned and controlled by minority group members. (A minority group member is an individual who is a citizen of the United States and one of the following: [i] Black American; [ii] Hispanic American [with origins from Puerto Rico, Mexico, Cuba, or South or Central America]; [iii] Native American [American Indian, Eskimo, Aleut, or native Hawaiian]; or [iv] Asian-Pacific American [with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, Taiwan, or the Indian Subcontinent].)

1.1.16. Owner - The local government (municipality, county, district, or authority; or any agency thereof; or a combination of two or more of the foregoing acting jointly) with which the Florida Department of Environmental Protection may execute, or has executed, a State revolving fund loan agreement and to which the Goods and Special Services are to be furnished.

1.1.17. Project - The total construction or facilities described in a State revolving fund loan agreement between the Florida Department of Environmental Protection and the Owner, of which the Goods and Special Services to be furnished under the Contract Documents may be the whole or a part.

1.1.18. Special Services - All field services to be furnished by the Contractor as required by the Contract Documents.

1.1.19. Subcontract - A direct contract between a subcontractor and the Contractor, or any other subcontractor at any tier, for the furnishing of any of the Goods or Special Services required by the Contract Documents.

1.1.20. Subcontractor - A person, firm, or corporation having a direct contract with the Contractor, or any other subcontractor at any tier, for the furnishing of any of the Goods or Special Services required by the Contract Documents.

1.1.21. Successful Bidder - The lowest responsive, responsible bidder to whom or which the Owner intends to award the Agreement/Contract.

1.1.22. Women's Business Enterprise (WBE) - A business that is (a) certified as a WBE by a state or Federal agency or (b) an independent business concern which is at least 51-percent owned and controlled/operated by women. (Determination of whether a business is at least 51-percent owned by women shall be made without regard to community property laws [e.g., an otherwise qualified WBE that is 51-percent owned by a married woman in a community property state will not be disqualified because the married woman's husband has a 50-percent interest in the married woman's share of the business; similarly, a business that is 51-percent owned by a married man and 49-percent owned by women will not become a qualified WBE by virtue of the married man's wife having a 50-percent interest in the married man's share of the business].)

ARTICLE 2 - PRIVACY OF AGREEMENT/CONTRACT

2.1. The Owner expects to finance this Agreement/Contract with assistance from the Florida Department of Environmental Protection, which administers a State revolving fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency. Neither the State of Florida nor the United States (nor any of their departments, agencies, or employees) will be a party to this Agreement/Contract or any lower-tier subcontract.

ARTICLE 3 - PROCUREMENT REQUIREMENTS

3.1. This Agreement/Contract and the Owner's solicitation and award of this Agreement/Contract are subject to requirements contained in Chapter 62-503 (Clean Water State Revolving Fund Loan Program) or Chapter 62-552 (Drinking Water State Revolving Fund Loan Program), Florida Administrative Code as applicable.

ARTICLE 4 - RESOLUTION OF PROTESTS AND CLAIMS/DISPUTES

Resolution of Protests Concerning the Owner's Solicitation and/or Award of this Agreement/Contract:

- 4.1. Protests concerning the Owner's solicitation and/or award of this Agreement/Contract must be filed in writing with the Owner to be considered.
- 4.2. All timely written protests concerning the Owner's solicitation and/or award of this Agreement/Contract are to be resolved in accordance with the Owner's dispute resolution process. A copy of the ordinance(s), resolution(s), or written policy (policies) that set forth the Owner's dispute resolution process is included elsewhere in the Bidding Documents or is to be made available by the Owner upon request.
- 4.3. Neither the Florida Department of Environmental Protection (FDEP) nor the United States Environmental Protection Agency (USEPA) will become a party to, or have any role in resolving, protests concerning the Owner's solicitation and/or award of this Agreement/Contract. Protest decisions made by the Owner can not be appealed to the FDEP or the USEPA.

Resolution of Claims and Disputes between the Owner and the Contractor:

- 4.4. Unless otherwise provided in the Contract Documents, all claims and disputes between the Owner and the Contractor arising out of, or relating to, the Contract Documents or the breach thereof are to be decided by arbitration (if the Owner and the Contractor mutually agree) or in a court of competent jurisdiction within the State of Florida.
- 4.5. Neither the Florida Department of Environmental Protection nor the United States Environmental Protection Agency will become a party to, or have any role in resolving, claims and disputes between the Owner and the Contractor.

ARTICLE 5 - CHANGES TO THE BIDDING AND CONTRACT DOCUMENTS

- 5.1. All changes to the Bidding Documents made subsequent to the Florida Department of Environmental Protection's (FDEP's) acceptance of the Bidding Documents and prior to the opening of bids are to be documented via addendum (addenda) to the Bidding Documents; all changes to the Contract Documents made after the opening of bids are to be documented by change order(s) to the Contract Documents. The Owner shall submit all addenda and change orders to the FDEP.

ARTICLE 6 - ADVERTISEMENT FOR BIDS; SUBMISSION OF BIDS; OPENING OF BIDS

Advertisement for Bids:

6.1. At a minimum, this Agreement/Contract is to be advertised for bids in local and statewide newspapers.

Submission of Bids:

6.2. Bidders shall submit their bids at the place and by the deadline indicated elsewhere in the Bidding Documents.

Opening of Bids:

6.3. Bids are to be opened and read aloud publicly at the time and place indicated elsewhere in the Bidding Documents.

ARTICLE 7 - AWARD OF AGREEMENT/CONTRACT

7.1. If this Agreement/Contract is awarded, it is to be awarded to the lowest responsive, responsible bidder. A fixed-price (lump-sum or unit-price or both) agreement/contract is to be used. A clear explanation of the method of evaluating bids and the basis for awarding this Agreement/Contract are included elsewhere in the Bidding Documents. All bids may be rejected when in the best interest of the Owner.

ARTICLE 8 - CONTRACT TIME

8.1. The number of days within which, or the date(s) by which, the Goods and Special Services are to be furnished and ready for final payment (the Contract Time) is set forth elsewhere in the Contract Documents. Unless otherwise provided in the Contract Documents, the Contract Time will commence to run on the Effective Date of this Agreement/Contract.

ARTICLE 9 - PROGRESS AND PAYMENT SCHEDULES

9.1. The Contractor shall submit progress and payment schedules to the Owner within ten calendar days after the Effective Date of this Agreement/Contract.

9.1.1. The progress schedule is to indicate the Contractor's estimated dates for furnishing the various Goods and Special Services and is to show both the projected cost of Goods and Special Services furnished and the projected percentage of Goods and Special Services furnished versus Contract Time.

9.1.2. The payment schedule is to show the Contractor's projected progress and/or final payment(s) cumulatively by month.

ARTICLE 10 - INSURANCE

10.1. Unless otherwise provided in the Contract Documents, the Contractor shall assume all risk of loss or damage to the Goods prior to the Owner's acceptance of delivery of the Goods and shall purchase and maintain, during fabrication and/or delivery of the Goods, such property insurance upon the Goods as the Owner requires or as the Contractor deems appropriate, whichever is greater.

10.2. Unless otherwise provided in the Contract Documents, the Owner shall assume all risk of loss or damage to the Goods after it accepts delivery of the Goods. After assuming all risk of loss or damage to the Goods, the Owner shall purchase and maintain property insurance upon the Goods. This insurance is to be in the amount recommended by a competent insurance counselor and is to insure against such risks as are customarily insured against in connection with the storage or operation of like goods (to the extent that such insurance is obtainable from time to time against any one or more such risks). In addition, this insurance is to be obtained from responsible insurance companies licensed to do business in the State of Florida.

ARTICLE 11 - APPLICATION(S) FOR PAYMENT

11.1. The Contractor's application(s) for payment are to be accompanied by such certificates or documents as may be reasonably required. The Owner shall forward a copy of such certificates or documents as may be reasonably required to the Florida Department of Environmental Protection.

ARTICLE 12 - ACCESS TO RECORDS

12.1. Authorized representatives of the Owner, the Florida Department of Environmental Protection, and the United States Environmental Protection Agency shall have access to, for the purpose of inspection, any books, documents, papers, and records of the Contractor that are pertinent to this Agreement/Contract. The Contractor shall retain all books, documents, papers, and records pertinent to this Agreement/Contract for a period of five years after receiving and accepting final payment under this Agreement/Contract.

NOTE: Articles 13, 14, and 15 only apply to Federal CAP Grant Projects.

ARTICLE 13 - MINORITY AND WOMEN'S BUSINESS ENTERPRISES

13.1. A goal of ____* percent of the Contract Price is established for Minority Business Enterprise (MBE) participation in the furnishing of the Goods and Special Services, and a goal of ____* percent of the Contract Price is established for Women's Business Enterprise (WBE) participation in the furnishing of the Goods and Special Services. If bidders or prospective contractors (including the Contractor) intend to let any lower-tier subcontracts for any portion of the furnishing of the Goods and Special Services, they shall physically include these percentage goals for MBE and WBE participation in all solicitations for subcontracts and shall take affirmative steps to assure that MBEs and WBEs are utilized, when possible, as sources of the Goods and Special Services. Affirmative steps are to include the following: (a) including small, minority, and women's businesses on solicitation lists; (b) assuring

that small, minority, and women's businesses are solicited whenever they are potential sources; (c) dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small, minority, and women's businesses; (d) establishing delivery schedules, when requirements permit, that will encourage participation by small, minority, and women's businesses; and (e) using the services of the Small Business Administration and the Office of Minority Business Enterprise of the United States Department of Commerce as appropriate.

*The percentage goals for MBE and WBE participation are to be inserted by the Owner and are to be based upon the percentage goals that have been, or will be, stipulated in the State revolving fund loan agreement for the Owner's FDEP-assisted Project.

13.2. Within ten calendar days after being notified of being the apparent Successful Bidder, the apparent Successful Bidder shall submit to the Owner documentation of the affirmative steps it has taken to utilize Minority and Women's Business Enterprises (MBEs and WBEs) in the furnishing of the Goods and Special Services and documentation of its intended use of MBEs and WBEs in the furnishing of the Goods and Special Services. The Owner shall keep this documentation on file and shall forward to the Florida Department of Environmental Protection a copy of the apparent Successful Bidder's documentation concerning its intended use of MBEs and WBEs in the furnishing of the Goods and Special Services.

13.3. Minority and Women's Business Enterprise (MBE and WBE) participation in the furnishing of the Goods and Special Services is to be considered in the award of this Agreement/Contract. The Owner shall not execute this Agreement/Contract until the Florida Department of Environmental Protection has approved the extent of MBE and WBE participation in the furnishing of the Goods and Special Services.

ARTICLE 14 - VIOLATING FACILITIES (SECTION 306 OF THE CLEAN AIR ACT, SECTION 508 OF THE CLEAN WATER ACT, AND EXECUTIVE ORDER 11738)

14.1. The Contractor, and all subcontractors at any tier, shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 (Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans), and 40 CFR Part 15, which prohibit the use, under nonexempt Federal contracts, grants, or loans, of facilities included on the United States Environmental Protection Agency's List of Violating Facilities.

14.2. In accordance with 40 CFR Part 15, if the price of this Agreement/Contract exceeds \$100,000 and/or if this Agreement/Contract is otherwise nonexempt from 40 CFR Part 15, the Contractor agrees to the following:

14.2.1. the Contractor will not use any facility on the United States Environmental Protection Agency's List of Violating Facilities in the performance of this Agreement/Contract for the duration of time that the facility remains on the List;

14.2.2. the Contractor will notify the Florida Department of Environmental Protection/United States Environmental Protection Agency (USEPA) if a facility it intends to use in the performance of this Agreement/Contract is on the USEPA's List of Violating Facilities or if it knows that a

facility it intends to use in the performance of this Agreement/Contract has been recommended to be placed on the USEPA's List of Violating Facilities; and

14.2.3. in the performance of this Agreement/Contract, the Contractor will comply with all requirements of the Clean Air Act and the Clean Water Act, including the requirements of Section 114 of the Clean Air Act and Section 308 of the Clean Water Act, and all applicable clean air standards and clean water standards.

14.3. If the Contractor, or any subcontractor at any tier, awards any lower-tier subcontracts for any portion of the Goods or Special Services, it shall physically include in all such subcontracts the following provision:

14.3.1. The Subcontractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 (Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans), and 40 CFR Part 15, which prohibit the use, under nonexempt Federal contracts, grants, or loans, of facilities included on the United States Environmental Protection Agency's (USEPA's) List of Violating Facilities. In accordance with 40 CFR Part 15, if the price of this Subcontract exceeds \$100,000 and/or if this Subcontract is otherwise nonexempt from 40 CFR Part 15, the Subcontractor agrees to the following: (a) the Subcontractor will not use any facility on the USEPA's List of Violating Facilities in the performance of this Subcontract for the duration of time that the facility remains on the List; (b) the Subcontractor will notify the Florida Department of Environmental Protection/USEPA if a facility it intends to use in the performance of this Subcontract is on the USEPA's List of Violating Facilities or if it knows that a facility it intends to use in the performance of this Subcontract has been recommended to be placed on the USEPA's List of Violating Facilities; and (c) in the performance of this Subcontract, the Subcontractor will comply with all requirements of the Clean Air Act and the Clean Water Act, including the requirements of Section 114 of the Clean Air Act and Section 308 of the Clean Water Act, and all applicable clean air standards and clean water standards. In addition, if the Subcontractor awards any lower-tier goods or special services subcontracts under this Subcontract, the Subcontractor shall physically include this provision in all such subcontracts.

ARTICLE 15 - DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549)

15.1. If the price of this Agreement/Contract equals or exceeds \$25,000, the Owner shall not award this Agreement/Contract, nor permit any lower-tier goods or special services subcontract with a price equaling or exceeding \$25,000 to be awarded, to any party that is debarred or suspended or is otherwise excluded from, or ineligible for participation in, Federal assistance programs under Executive Order 12549 (Debarment and Suspension).

15.2. The attention of all bidders or prospective contractors (including the Contractor) is directed to the certification/clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", which has been extracted from Appendix B to 40 CFR Part 32 and included as Appendix A to these Supplementary Conditions. The certification/clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and

Voluntary Exclusion - Lower Tier Covered Transactions" is applicable to this Agreement/Contract if the price of this Agreement/Contract equals or exceeds \$25,000.

15.3. If bidders or prospective contractors (including the Contractor), or any prospective subcontractors at any tier, intend to let any lower-tier subcontracts for any portion of the Goods or Special Services, they shall physically include the certification/clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", which is included as Appendix A to these Supplementary Conditions, in all lower-tier goods and special services subcontracts with a price equaling or exceeding \$25,000 and in all solicitations for such subcontracts.

ARTICLE 16 – AMERICAN IRON AND STEEL PROVISION

Contracts being constructed with assistance from the State Revolving Fund Program are currently required to comply with the American Iron and Steel Provision provisions as provided in Appendix B.

ARTICLE 17 - PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
1. The contractor's maintaining an office or place of business within a particular local jurisdiction;
 2. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
 3. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state shall disclose in the solicitation document that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

APPENDIX A TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

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

[Note: This certification/clause has been extracted from Appendix B to 40 CFR Part 32 and is applicable to all FDEP-assisted goods and services (including construction) contracts and subcontracts with a price equaling or exceeding \$25,000; this certification/clause is to be included in all FDEP-assisted goods and services (including construction) contracts and subcontracts with a price equaling or exceeding \$25,000 and in all solicitations for such contracts and subcontracts.]

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. 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 Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

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

(1) The prospective lower tier participant certifies, by 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.

(3) The prospective lower-tier participant also certifies that it and its principals:

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

(b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (3)(a) of this certification; and

(c) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default. Where the prospective lower-tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

**APPENDIX B TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
SUPPLEMENTARY CONDITIONS
AMERICAN IRON AND STEEL PROVISION**

The Contractor acknowledges to and for the benefit of _____ (“Owner”) and the State of Florida (the “State”) that it understands that iron and steel products to be installed as a part of this contract must be in compliance with the Federal American Iron Steel (AIS) requirements. For Clean Water SRF funded projects, the AIS requirements can be found in Section 608 of the Federal Water Pollution Control Act (Clean Water Act). Section 608 of the Clean Water Act (33 U.S.C. 1388) includes the following language:

(a) In general

Funds made available from a State water pollution control revolving fund established under this title may not be used for a project for the construction, alteration, maintenance, or repair of treatment works unless all of the iron and steel products used in the project are produced in the United States.

(b) Definition of iron and steel products

In this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(c) Application

Subsection (a) shall not apply in any case or category of cases in which the Administrator finds that—

- (1) applying subsection (a) would be inconsistent with the public interest;
- (2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(d) Waiver

If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public, on an informal basis, a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet site of the Environmental Protection Agency.

(e) International agreements

This section shall be applied in a manner consistent with United States obligations under international agreements.

For Drinking Water SRF funded projects, the AIS requirements are in Public Law 113-76 and continue in force under continuing resolutions that use similar language, including Section 424 of the "Consolidated Appropriations Act, 2016."

Notwithstanding any other provision of this Agreement, any failure to comply with AIS requirements by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

For waivers to these requirements based on (c) above, contact the State Revolving Fund Program at (850) 245-2835 or SRF_Reporting@dep.state.fl.us.

I certify that the equipment provided under this contract meets the above requirements.

Name of Equipment Supplier

Date

Name of Authorized Official (printed or typed)

Title

Signature of Authorized Official