

REQUEST FOR QUALIFICATIONS
CONSTRUCTION MANAGER AT RISK SERVICES

RFQ No. 2023-01

Bunnell WWTF Expansion and BNR Improvements

ADDENDUM No. 1



City of Bunnell
604 East Moody Blvd., Suite 6
Bunnell, FL 32110

January 24, 2023

(386) 437-7500 (Phone)

Addendum No. 1
January 24, 2023

CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES
FOR THE
BUNNELL WWTF EXPANSION AND BNR IMPROVEMENTS
(RFQ 2023-01)

PREPARED BY

CPH, LLC
500 WEST FULTON STREET
SANFORD, FL 32772-2808

To: Prospective CMAR Contractors and Other Concerned Parties

This Addendum No. 1 to the existing CMAR RFQ Document (published on January 10, 2023) for the Bunnell WWTF Expansion and BNR Improvements (RFQ No. 2023-01) is hereby declared a part of the Original CMAR RFQ Documents and in case of conflict, the following Addendum No. 1 shall govern. All CMAR Proposers shall acknowledge on Form No. 2 (Proposer's Certification), receipt and conformance with Addendum No. 1.

This Addendum consists of two (2) pages, including the cover sheet.

ITEM No. 1: Delete the existing CMAR RFQ Document published on January 10, 2023 and replace it with the attached CMAR RFQ Document dated January 24, 2023.

All prospective CMAR Proposers shall note that the new CMAR RFQ Submittal date has also been changed to February 24, 2023.

REQUEST FOR QUALIFICATIONS
CONSTRUCTION MANAGER AT RISK SERVICES

RFQ No. 2023-01

Bunnell WWTF Expansion and BNR Improvements



City of Bunnell
604 East Moody Blvd., Suite 6
Bunnell, FL 32110

January 24, 2023

(386) 437-7500 (Phone)

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**REQUEST FOR QUALIFICATION STATEMENTS (RFQ) FOR
CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES –
BUNNELL WWTF EXPANSION AND BNR IMPROVEMENTS
RFQ NO: 2023-01**

NOTICE IS HEREBY GIVEN THAT THE CITY OF BUNNELL IS ACCEPTING SEALED QUALIFICATION STATEMENTS FROM QUALIFIED FIRMS OFFERING TO PROVIDE CONSTRUCTION MANAGEMENT AT RISK (CMAR) SERVICES FOR THE BUNNELL WWTF EXPANSION AND BNR IMPROVEMENTS PROJECT.

NOTICE SHALL BE POSTED IN THE DAYTONA NEWS JOURNAL. INTERESTED PARTIES MAY OBTAIN THE CMAR RFQ DOCUMENTS ON THE DEMANDSTAR WEBSITE AT WWW.DEMANDSTAR.COM, AND THE CITY'S WEBSITE AT WWW.BUNNELLCITY.US/BIDS

YOU ARE HEREBY INVITED TO SUBMIT A SEALED QUALIFICATION STATEMENT COMPLETE WITH ALL INFORMATION REQUESTED BY MAIL OR COURIER SERVICE TO THE OFFICE OF THE CITY CLERK OF THE CITY OF BUNNELL.

**SUBMIT QUALIFICATION STATEMENTS
TO: KRISTEN BATES – CITY CLERK**

MAILING ADDRESS:
Bunnell City Clerk
P. O. Box 756
Bunnell, Florida 32110

WALK-IN DELIVERY ADDRESS:
Bunnell City Clerk
604 E Moody Blvd., Suite 6
Bunnell, Florida 32110

TIMETABLE:	Date of Distribution:	January 23, 2023
	Last Date for Questions:	February 3, 2023
	RFQ Submittals Due:	February 24, 2023, at 10:00 AM
	*RFQ Opening:	February 24, 2023, at 10:30 AM

* RFQ Opening will be held at:
Versie Lee Mitchell Community Center
405 E Drain St; Bunnell, FL 32110

Proposers must indicate on the sealed envelope containing their submittal the information described in Article 13.3 of the CMAR RFQ Document that follows.

REQUEST FOR QUALIFICATIONS STATEMENTS (RFQ)
CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES –
BUNNELL WWTF EXPANSION AND BNR IMPROVEMENTS
RFQ No. 2023-01

CITY OF BUNNELL - UPFRONT DOCUMENTS

GENERAL CONDITIONS

CONTACT: All prospective Applicants are hereby instructed not to contact any member of the City of Bunnell City Commission, City Manager, or City Staff members other than the Mary Anne Atwood (matwood@bunnellcity.us) regarding this RFQ at any time prior to the posting on the websites (DemandStar and City of Bunnell) of the final evaluation and recommended ranking by City staff for this project. Any such contact shall be cause for rejection of your Proposal.

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

CODE ETHICS FOR PUBLIC OFFICERS AND EMPLOYEES: Pursuant to Florida Statutes, any Public Officer, or Employee of the City of Bunnell will abide by all ethical requirements as outlined in Chapter 112, Part III.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a Bid or Proposal on a contract to provide any goods or services to a public entity, may not submit a Bid or Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids or Proposal on leases of real property to a public entity, many not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS: The City of Bunnell cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall, at all times, be open for personal inspection by any person, Section 119.01, F.S. Information, and materials received by the City of Bunnell in connection with all Proposers' response shall be deemed public records subject to public inspection upon notice of an intended decision, or thirty (30) days after Bid/Proposal opening, whichever occurs first. Section 119.071, F.S.

PUBLIC RECORDS COMPLIANCE. Proposer agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services for the City, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Proposer does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Proposer or keep and maintain public records required by the public agency to perform the service. If the Proposer transfers all public records to the public agency upon completion of the contract, the Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Proposer keeps and maintains public records upon completion of the contract, the Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

PUBLIC RECORDS COMPLIANCE INDEMNIFICATION. Proposer agrees to indemnify and hold the City harmless against any and all claims, damage awards, and causes of action arising from the Proposer's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by Proposer's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Proposer authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Proposer in Flagler County Circuit Court on an expedited basis to enforce the requirements of this section.

SUBMISSION OF PROPOSALS: All Proposals shall be submitted in a sealed envelope. The Request for Qualification Statements (RFQ) must include all of the information provided in the following RFQ Document. The delivery of said Proposal to the prescribed delivery point on or before the specified opening date and time is solely and strictly the responsibility of the Proposer. Any Proposal received at the prescribed delivery point after the specified date and time will not be accepted. Proposals must meet all of the submission requirements stated herein. No other forms will be accepted. Telephone, Email, and Fax Proposals will not be considered. No Proposal may be modified after opening. No Proposal may be withdrawn after opening.

DELAYS: The City of Bunnell, at its sole discretion, may delay the scheduled due dates indicated above, and identified within this document, if it is to the advantage of the City to do so. The City will post notification of any and all changes in scheduled due dates on-line at the City of Bunnell website at www.bunnellcity.us/bids and on the DemandStar website at www.demandstar.com.

ADDENDUM: Should revisions to the RFQ documents become necessary, the City will post addenda information on-line at the City of Bunnell website (www.bunnellcity.us/bids) and the DemandStar website (www.demandstar.com). All Proposers should check the City of Bunnell website and Demand Star website to verify information regarding Addenda. It is the sole responsibility of the Proposer to ensure he/she obtains information related to Addenda.

EXECUTION OF RFQ: Proposal must contain a manual signature of authorized representative in the space(s) provided. Proposals must be typed or printed. The company name and Federal Employer Identification Number (F.E.I.N.) shall appear in the space(s) provided.

RFQ OPENING: Proposals shall be opened at the time, date, and place specified in the RFQ, and the name of the Proposer shall be read aloud publicly.

RFQ TABULATION: A copy of the RFQ tabulation (scoring and ranking of the submittals) shall be posted to the City of Bunnell (www.bunnellcity.us/bids) and DemandStar (www.demandstar.com) websites.

CLARIFICATION/CORRECTION OF RFQ ENTRY: The City of Bunnell reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes. Any permitted correction shall be initialed by the Proposer.

INTERPRETATION/QUESTIONS: Any questions concerning conditions and specifications shall be directed in writing to Mary Anne Atwood, Project Manager at 604 East Moody Blvd., Suite 6, (P.O. Box 756), Bunnell, FL 32110 or via email at matwood@bunnellcity.us. Those interpretations/questions, which may affect the eventual outcome of this Proposal, along with the answers rendered will be electronically posted on the City website (www.bunnellcity.us/bids) 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.bunnellcity.us/bids) for any and all addendums. No interpretation shall be considered binding unless provided in writing by the City of Bunnell.

MINORITY POLICIES: The City of Bunnell, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

TAXES: The City of Bunnell is exempt from Federal Excise Taxes and all sales taxes.

ASSIGNMENT: Any contract issued pursuant to an RFQ and the monies that may become due there under are not assignable except with the prior written approval of the City Manager or City Commission, whichever authorized the purchase order or contract.

LIABILITY: The Proposer shall hold and save the City of Bunnell, its officers, agents, and employees harmless against claims by third parties resulting from the Proposer's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges, and benefits of sovereign immunity.

LICENSES: Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of submittal of RFQ for the type of goods/services to be provided. Should the Proposer not be fully licensed and certified, his/her RFQ submittal shall be rejected. If applicable, any permits, licenses, or fees required shall be the responsibility of the Proposer. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, County, City, etc., are the responsibility of the Proposer.

Copies of the required licenses must be submitted with the proposal response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents. A winning Proposer will be required to obtain a business tax receipt from the City of Bunnell.

EQUAL EMPLOYEMENT OPPORTUNITY: Title VII of the Civil Rights Act of 1964 protects individuals against employment discrimination based on race and color as well as national origin, sex, or religion.

AWARDS: The City reserves the right, in its sole discretion, as the best interest of the City may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more Proposers. The City reserves the right to waive any irregularities, and to re-advertise as may be determined to be in the best interest of the City.

ADDITIONAL TERMS AND CONDITIONS: Unless expressly accepted by the City, only the terms and conditions in this document shall apply: No additional terms and conditions included with the RFQ response shall be considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this RFQ if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these RFQ documents are the only conditions applicable to this RFQ and the Proposer's authorized signature on the Request for Qualification Response Form attests to this. Exceptions to the terms and conditions will not be accepted. The City of Bunnell reserves the right to reject Proposals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

FUND AVAILABILITY: Any contract executed for the services set forth in this RFQ shall be subject to fund availability. The City anticipates the use of the federal grant and SRF funding for all or part of this project. By submission of a response to this RFQ, the successful Contract acknowledges and agrees to incorporate all FDEP State Revolving Fund (SRF) Supplementary Conditions for Construction and Materials/Equipment Procurement requirements as needed. This includes but is not limited to, Davis Bacon Wage Rates and American Iron & Steel Requirements.

E-VERIFY COMPLIANCE. Proposer shall comply with Section 448.095, Fla. Stat., in that Proposer is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Proposer certifies that it shall require from each of its sub-proposers an affidavit stating that the sub-proposer does not employ, contract with, or subcontract with an unauthorized alien, and that Proposer is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

COMPLIANCE/CONSISTENCY WITH SCRUTINIZED COMPANIES PROVISIONS OF FLORIDA STATUTES. Proposer shall comply with Section 287.135(2)(a), Florida Statutes, which prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Proposer shall not be listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Proposer shall not engage in a boycott of Israel or engaged in business operations in Cuba or Syria. Proposer understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Proposer to civil penalties, attorney's fees, and/or costs. Proposer further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Proposer (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with

Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

LENGTH OF AGREEMENT: The contract period will remain in effect until the final written acceptance of project is sent to the Proposer by the City. Contract renewals are not applicable to this **RFQ**.

CHANGES TO SCOPE OF WORK: Either party may propose changes to the scope or time schedule of the Work or Services under a Task Assignment which shall be submitted to the other party in writing for consideration of feasibility and the likely effect on the cost and schedule for performance of the Work or Services. The parties shall mutually agree upon any proposed changes, including resulting equitable adjustments to costs and schedules for the performance of the Services. The agreed changes shall be documented, in one or more Amendments to the Task Assignment. If despite good faith negotiations the parties are unable to agree to the terms of an amendment to a task assignment, the parties shall follow the dispute resolution process provided in the Agreement.

TIME IS OF THE ESSENCE: Time is of the essence with respect to completion of the Bunnell WWTF Expansion and BNR Improvements project due to the age and condition of the facility infrastructure and equipment. CMAR services for the project will be separated into the following Task Orders:

1. Task Order No. 1: Pre-construction services associated with the proposed project improvements.
2. Task Order No. 2: Construction phase services associated with the proposed project improvements.

NO-CONTACT PERIOD: Selection Committee members, City Commissioners, and City personnel are not to be contacted prior to the public meeting at which the City Commission will decide to approve or reject the final recommendation presented to it by the Infrastructure Director. At the discretion of the City, failure to comply with this requirement will be grounds for disqualification.

Specifically, this NO-CONTACT PERIOD shall commence on the date of the advertisement of the RFQ and continue through and include the date the City Commission makes its determination to approve or reject the final recommendations.

For each purpose related to this Agreement and each Task Order, Consultant, Contractor(s), subcontractor(s), or sub consultants shall be independent contractors with respect to the City and nothing herein shall create any association, partnership, joint venture, or agency relationship between them. City and the CMAR Contractor shall exhaust all methods to resolve issues, including but not limited to, the Dispute Resolution procedures in the Agreement before any action is taken to declare the City or Consultant in default of the Agreement.

MISCELLANEOUS: Project Task Orders are described in Article 15 of this CMAR RFQ document. Upon completion of Task Order No. 1 - Preconstruction Services for the Proposed WWTF Improvements, development of an "open book" Project GMP, and award of Task Order No. 2 - Construction Services for the Proposed WWTF Improvements, the successful Respondent 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 Respondent, with the Clerk of the Court, Flagler County, Florida. **All Respondents 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 Bunnell, 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 as specified in Article 13 of this RFQ document.

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

1. INTENT AND GENERAL INFORMATION

1.1 Request for Qualifications

Sealed qualifications will be received by the City of Bunnell by the City Clerk at 604 East Moody Blvd, Suite 6, Bunnell, FL 32110, **until 10 am (EST) on February 24, 2023**. Proposers shall take careful notice of the following conditions of this RFQ:

- Submissions by fax, email, 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 (EST) on February 3, 2023 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 Mary Anne Atwood, Project Manager, at matwood@bunnellcity.us.
- Do not attempt to contact any Evaluation Committee member, City Commissioner, City staff member, or any person other than Mary Anne Atwood, Project Manager, for questions relating to this project and RFQ. Anyone attempting to lobby City of Bunnell 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 Bunnell, 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 between 8 am - 5 pm, Monday through Friday.
- ***It is the sole responsibility of each Proposer to monitor the City's website (www.bunnellcity.us/bids) and the DemandStar website (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 CMAR RFQ submittal to the City of Bunnell by the required deadline, meet the RFQ submittal requirements, and **include all required forms (Appendix B)** as detailed herein.

2. PURPOSE

The City of Bunnell (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 Bunnell WWTF 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 Bunnell WWTF and project description of the proposed BNR improvements is contained herein in this RFQ document (Appendix A). An award, if made, will be made to the best overall Proposer(s) whose qualifications submittal is most advantageous to the City, taking into consideration the evaluation criteria set forth in this RFQ. The Project Engineer (CPH, LLC) for the proposed project work has generated Contract Documents for the required facility improvements that has been approved by City Staff and is currently working with the City under a separate contract.

3. PROJECT BACKGROUND

The existing Bunnell WWTF is classified as a Secondary Treatment Facility (Category III, Class C) utilizing the Carrousel 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. FL0020907. The Bunnell WWTF was originally constructed in 1971 (old ring steel WWTF tankage) with an expansion in 2005 (Carrousel oxidation ditch system and clarifiers). However, a significant portion of the facility infrastructure is aging, outdated, failing and needs to be replaced and upgraded to meet current and future regulatory requirements.

The existing facility processes include manual screening, flow equalization, secondary treatment via a Carrousel oxidation ditch system (0.60 MGD AADF), a secondary anoxic and reaeration basin (BTU No. 2), secondary clarification, high-level disinfection using sodium hypochlorite, dechlorination using sodium bisulfite, and discharge to either the reclaimed water



distribution system or surface water discharge to Haw Creek and Black Branch. The sludge treatment system consists of aerobic digestion and a dewatering system (Sludge Mate).

The Bunnell WWTF Expansion and BNR Improvements project will be funded by a State Revolving Fund (SRF) Loan from the Florida Department of Environmental Protection (FDEP), grants, and US Army Corps of Engineers (USACE) funding. Neither the State of Florida, USACE, 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 Procurement), USACE conditions, Davis-Bacon wage rates (weekly certified payrolls) and the American Iron and Steel requirements.

4. INQUIRIES

Direct any and all questions related to this RFQ for the Bunnell WWTF Expansion and BNR Improvements project to Mary Anne Atwood, Project Manager, and submit such questions in writing, via e-mail to her at matwood@bunnellcity.us. 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 February 3, 2023 at 5:00 pm (EST)**. 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 Clerk and/or Project Manager. Questions asked, along with the answers rendered will be electronically posted on the City of Bunnell website (www.bunnellcity.us/bids) and on DemandStar (www.demandstar.com) in the form of an addendum. It is the sole responsibility of each Proposer to monitor the City and DemandStar websites for any and all addendums.

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 CMAR 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 by the Evaluation Committee, the City decides to conduct in-person interviews (at the 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 CMAR RFQ solicitation.

7. CMAR 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.bunnellcity.us/bids) and DemandStar (www.demandstar.com). It is the sole responsibility of the Proposer to monitor the City’s website (www.bunnellcity.us/bids) and DemandStar (www.demandstar.com) for all RFQ-related documents and addendums.

Event	Date
Issue CMAR RFQ Solicitation	January 24, 2023
Last Date for Receipt of Written Questions from Proposer’s	February 3, 2023 (5 pm, EST)
Addendums Issued (as necessary) - No Later Than	February 7, 2023
CMAR RFQ Submittal Date	February 24, 2023 (10 am, EST)
Evaluation Committee Meeting to Review and Rank Submittals	March 7, 2023
Respondent Presentations (If Necessary)	To be Determined (TBD)
Notice of CMAR Contractor Recommendation	To be Determined (TBD)
City Commission Hearing Date for CMAR Contractor Award	To be Determined (TBD)



8. GENERAL DESCRIPTION/SCOPE OF WORK

8.1 General

The City of Bunnell is soliciting responses to this RFQ from qualified individuals or firms to provide professional Construction Management at Risk (CMAR) services for the City's WWTF Expansion and BNR Improvements. The WWTF is located at 305 South Tolman Street, Bunnell, FL. An overview of the existing Bunnell WWTF and a description of the proposed WWTF Expansion and Biological Nutrient Removal (BNR) improvements is presented in Appendix A of this CMAR RFQ document.

The CMAR Contractor will serve as the City's representative and work with the City's Project Engineer (CPH, LLC) which will be 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 budget estimates, value engineering, analysis of the design documents for constructability, coordination, detailing, materials, systems (electrical, mechanical, life safety, communications etc.), and development of a Guaranteed Maximum Price (GMP) proposal (open-book approach), based on the ninety percent (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 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 and Project Engineer to review (lowest price will be selected to perform the work).

The City is a governmental agency under Florida Law and exempt from Federal Excise and State of Florida Sales Tax and shall exercise its right 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), the successful Contractor shall provide a Security Bond to the City, in the amount of 5% of the initial GMP (developed by the CMAR 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).



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 existing Contract drawings and specifications. The CMAR Contractor shall 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 will develop comprehensive and competitively bid packages for each construction trade during the GMP subcontractor bidding. The City Clerk and FDEP SRF Loan Manager 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 manager 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 Contract 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 Contract.

For more detailed information regarding the General Contractor's Scope of Work, refer to Article 15, Contract and Task Order Approval.



9. TERMS AND CONDITIONS OF THE CONTRACT

The City will develop a Contract based upon negotiations with the successful CMAR Contractor. The CMAR Contractor shall be required to return a signed City Contract to the City Clerk.

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

9.1 Contract Period

The Contract period will remain in effect until the final written acceptance of the project is sent to the Contractor by the City. Contract renewals are not applicable to this RFQ.

9.2 Minimum Qualifications

To be considered for the Bunnell WWTF Expansion and BNR Improvements project, the Proposer acknowledges and understands that the information contained in his CMAR RFQ Submittal shall be relied upon by the City in evaluating the RFQ Submittals. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the Contract shall cause the Owner to designate the Proposer as "non-responsive". The Proposer guarantees that:

- All of the information contained in their RFQ Submittal is true.
- The Proposer has a minimum of five (5) years of experience as a Prime Contractor doing business under the given "current" corporate name.
- The Proposer is a Certified General Contractor, licensed in the State of Florida.
- The Proposer has been a Prime Contractor and has successfully constructed, started-up, tested and commissioned a minimum of three (3) of each of the following systems/processes/equipment at WWTF's:
 - a. Screening and Conveyor Equipment.
 - b. BNR Treatment System Equipment.
 - c. EQ Basin mixers and EQ pumps.
 - d. Blower Equipment and SS air piping.
 - e. RAS/WAS pumping facilities.
 - f. Electrical/controls systems.
 - g. Instrumentation/SCADA systems.
 - h. Secondary Clarifier Equipment.
 - i. Fine bubble aeration systems.
 - j. Tertiary Filtration Equipment.
 - k. CCC Systems and Equipment.
 - l. Chemical storage/feed systems.
 - m. Emergency generator systems.
 - n. Aerobic digestion equipment.



The Proposer shall submit a list of facility names, client phone numbers, contact names and e-mail addresses and the Project's Engineer's of Record and his contact information.

10. GENERAL TERMS AND CONDITIONS

10.1 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 Bunnell WWTF Expansion and BNR Improvements.

10.2 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.

10.3 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.

10.4 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.



10.5 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 an FDEP SRF Loan, USACE funding, and various grants, to finance this project. By submission of a response to this RFQ, the successful CMAR Contractor acknowledges and agrees to incorporate all USACE conditions, 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.

10.6 Restricted Discussions (Lobbying)

From the date of issuance of the CMAR 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 (City Project Manager). Violation of this restriction will result in **rejection** of the Proposer's CMAR 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 (City Clerk, Project Manager), via an addendum (issued on the aforementioned websites), shall be considered pertinent to this CMAR 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.

10.7 Key CMAR Personnel

In delivering a CMAR 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.



10.8 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.

10.9 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.

10.10 Protest Procedures

Any Proposer affected adversely by an intended decision with respect to the award of a contract related to this CMAR RFQ and project, shall file with the City Clerk's Office for the City of Bunnell, 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, 604 East Moody Blvd, Suite 6, Bunnell, FL 32110 between 8 am - 5 pm, Monday through Friday. Any appeal or protest to the CMAR RFQ shall be governed by the City of Bunnell's Purchasing Policies and Procedures.

10.11 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, the City, as a public entity, may not consider an CMAR 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.

10.12 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.

10.13 Conflict of Interest

The Proposer shall complete the Conflict of Interest Disclosure Form included as an attachment to this RFQ document (Form 7, 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.

10.14 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, firm, and/or any employee of the firm from contact with City Commission members or City staff for a specified period of time



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

10.15 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.

10.16 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



10.17 Confidentiality of Documents

Upon receipt of CMAR RFQ submittals by the City, the CMAR 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 CMAR RFQ submittals shall remain confidential until final award of the project.

10.18 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.

10.19 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 "open book" 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.

10.20 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.

10.21 Project Award

It is understood that the City is not obligated to make an award under or as a result of this CMAR 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 CMAR RFQ, and to reject any and all CMAR 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.

11. STANDARD INSURANCE REQUIREMENTS

11.1 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.

11.2 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.

11.3 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**.

11.4 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.

11.5 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.**

11.6 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**.

11.7 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.

11.8 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.



11.9 Indemnification

The Proposer shall indemnify and hold harmless the City and their elected officials, employees, agents, representatives, the project engineer, 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.

11.10 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.

11.11 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.

11.12 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.



11.13 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.

11.14 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 Bunnell WWTF 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 Bunnell
604 East Moody Blvd., Suite 6
Bunnell, FL 32110

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 of the Proposer 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.

12. CMAR RFQ SUBMITTAL INFORMATION

12.1 Compliance with the CMAR RFQ

CMAR 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.



12.2 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, as noted on the Insurance Check List Form, 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; otherwise, the City may rescind its acceptance of the Proposer's RFQ Submittal.

12.3 Acknowledgment of Bonding Requirements

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

Upon completion of Task Order No. 1 - Preconstruction Services for the proposed WWTF Improvements, development of an "open book" Project GMP, and Notice of Award of Task Order No. 2 - Construction Services for the proposed WWTF Improvements, the successful Respondent will 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 Respondent, with the Clerk of the Court, Flagler County, Florida.

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), 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, 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 open-book 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).

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.

12.4 Delivery of Submittals

All CMAR RFQ submittals shall be delivered before, in accordance with the CMAR RFQ requirements herein, before 10:00 a.m. (EST) on February 24, 2023 to:

City Clerk, City of Bunnell
604 East Moody Blvd., Suite 6
Bunnell, FL 32110

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

12.5 Ambiguity, Conflict, or Other Errors in the CMAR RFQ

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the CMAR RFQ, the Proposer shall immediately notify the City of such error, in writing, by contacting the City's Project Manager, via e-mail, at matwood@bunnellcity.us. The City will make modifications by issuing an addendum, if necessary, and posting it to the City's website (www.bunnellcity.us/bids) and Demand Star (www.demandstar.com). It is the sole responsibility of each Proposer to monitor the City and DemandStar websites 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.



12.6 Qualification, Presentation, and Protest Costs

The City will not be liable in any way for any costs incurred by any Proposer in the preparation of its CMAR RFQ Submittal, nor any participation in any discussions, presentations, negotiations or, if applicable, any protest procedures.

12.7 Acceptance or Rejection of Qualifications

The City is a unit of local government and as such reserves the right to cancel this CMAR RFQ and to reject any and/or all CMAR 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 CMAR RFQ requirements/qualifications, and reserves the right to accept the CMAR 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 CMAR RFQ submittal of any other Proposer or to re-advertise/re-solicit using the same or revised documentation, in its sole discretion.

12.8 Interpretations and Clarifications

No oral interpretations will be made to any Proposer as to the meaning of the CMAR 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 CMAR 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 CMAR RFQ scheduled deadline.



12.9 Validity of the CMAR RFQ Submittal

No CMAR 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 CMAR 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.

13. CMAR RFQ SUBMITTAL REQUIREMENTS AND ORGANIZATION

13.1 General

The CMAR RFQ Submittal shall be deemed an offer to provide services to the City of Bunnell. In submitting a Response, 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 Bunnell. 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 CMAR Contract.

To facilitate the fair evaluation and comparison of CMAR RFQ submittals, all submittals must conform to the guidelines set forth in this CMAR RFQ document. 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.

CMAR 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 CMAR 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 CMAR RFQ submittal, the Proposer shall prepare its CMAR RFQ submittal in accordance with the requirements outlined in this Article. If the Proposer's CMAR RFQ submittal deviates from these requirements, such CMAR 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.



13.2 Submittal Page Limitation

The page limit for the Proposer's RFQ Submittal is seventy (70) 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 seventy (70) page limit. All pages shall be numbered sequentially by section.

The CMAR 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.

13.3 Submission Requirements

Proposers shall submit four (4) hard copies, including one (1) original of the submittal and one (1) electronic copy (searchable and ADA compliant PDF) to the City of Bunnell by the submission deadline (date and time). The electronic copy shall be in a searchable, ADA compliant PDF format and shall be submitted on a USB flash drive. **The PDF file shall be bookmarked with major sections and appendices (searchable)** and shall not be password protected. The submittal package for the selection of the CMAR Contractor shall be sealed and clearly labeled on the outside of the package with the following title of the RFQ Submittal:

Request For Qualifications - RFQ No. 2023-01

**Construction Management at Risk (CMAR) Services -
City of Bunnell WWTF Expansion and BNR Improvements**

**Attention: Kristen Bates, City Clerk
City of Bunnell
604 East Moody Blvd., Suite 6
Bunnell, FL 32110**

**NAME OF PROPOSER
ADDRESS OF PROPOSER**

RFQ Opening Date: February 24, 2023

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.



13.4 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.).

13.5 Cover Page

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

13.6 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).

13.7 Table of Contents

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

13.8 Tab 1 - Statement of Interest and 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 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 services requested in the RFQ Submittal.
- Highlight or summarize whatever information the Proposer deems appropriate.
- Acknowledgment of receipt of addendum (and number), if any.



13.9 Tab 2 - Business/Firm History and Information

A brief narrative, **not exceeding two (2) pages**, of the corporate history of the firm, length of time in business under the current corporate name, and the firm's capabilities. The CMAR 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.

13.10 Tab 3 - Qualifications and Experience of the Project Team

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.

Provide a detailed organizational chart of the key personnel who will be professionally associated with the Bunnell WWTF Expansion and BNR Improvements project.

List the total number of your firm's key personnel by skill group (i.e., cost control, estimating, scheduling, superintendents, project engineers, project managers, etc.).

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 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 Bunnell WWTF Expansion and BNR Improvements Project for its duration unless excused by the Owner. This requirement is non-negotiable.



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 Bunnell WWTF project scope and proposed improvements.

Provide a summary of at least three (3) wastewater treatment plant projects that incorporate the infrastructure outlined in Article 9.2 of this RFQ and include the following information for each project:

- Project name.
- Owner's name and project location.
- Project description.
- Project start date.
- Project initial budget, final budget, and number of change orders.
- Initial and final substantial completion dates.
- Summary of work performed by the Proposer's firm
- Reference for the project including contact name, title and phone number

13.11 Tab 4 - Approach to the Engagement

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; how to staff the project; potential problems/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.

Discuss experience in identifying and successfully meeting the requirements of the FDEP SRF Loan program, USACE program, Davis-Bacon Act, and the American Iron and Steel (AIS) program. Avoid presenting duplication of information from other sections of the RFQ submittal.

NOTE. There are no MBE/WBE/VBE requirements associated with this SRF Loan.

Also provide a statement of the Proposer's capacity to perform the work within the proposed project schedule (660 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.



13.12 Tab 5 - Value Engineering, Design Support, Project Scheduling, Project Estimating and Project Communication

Describe the Proposer's approach to partnering with the City of Bunnell 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.

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). Also, describe your firm's approach to cost control methods for the design and construction phases.

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. Also, describe the way in which your firm develops and maintains design and construction project schedules.

Put together a preliminary project schedule for the proposed project work and provide value engineering ideas to reduce project cost while adding project value.

13.13 Tab 6 - Quality Control, Sanctions and Adverse Litigation

In this section of the RFQ Submittal, the Proposer shall include the following:

- A descriptive statement of the Proposer's quality control/quality assurance procedures, including the qualifications of the person(s) responsible for quality assurance. If subcontractors are involved, this statement will address the lead firm's procedures relative to the subcontractors.
- 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.



13.14 Tab 7 - Safety Record

Describe your firm's approach to safety and how your firm ensures a safe workplace at the construction site.

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.

13.15 Tab 8 - Proposer's Availability

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. All projects that have been awarded but are not yet under contract should appear at the end of the table.

Discuss resources available to dedicate to this project and your approach to maintaining the project schedule and staffing of manpower for this project.

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.

13.16 Tab 9 - Existing Relationships

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

13.17 Tab 10 - Reference Letters

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



13.18 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.

14. SELECTION CRITERIA AND SCORING

14.1 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.
- Ability of the Proposer to meet the minimum qualifications (Article 9.2).
- Responses from a minimum of three (3) references.
- Composition, qualifications, and diversity of the skill-set of the Project Team.
- 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 and to meet the fast-track deadlines anticipated for this project.



- B. All CMAR 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 CMAR RFQ submittal shall include all of the information required in this RFQ. Proposers should not withhold any information from their written CMAR 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 CMAR 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 CMAR 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) 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 Bunnell WWTF Expansion and BNR Improvements project and the individual CMAR RFQ submittals received.
- (b) Committee members will each generate a final scoring and ranking of each CMAR RFQ submittal.
- (c) The Evaluation Committee will then compile the individual scores and rankings, based on the evaluation criteria as stated herein, for each CMAR RFQ Submittal. They will then produce the final ranking of the CMAR 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 CMAR RFQ submittals alone, without requiring formal in-person oral presentations, at their sole discretion.

14.2 CMAR 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 selection criteria, will be used to score the CMAR RFQ submittals. A maximum score of 100 points will be allocated per CMAR RFQ submittal.

The following criteria, and allocated points, will be used in the CMAR 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 and how the Project will be Staffed (Labor/Trades)	10
10	References	5
---	Quality of RFQ Submittal	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, may be selected as the CMAR Contractor for the Bunnell WWTF Expansion and BNR Improvements project. The Evaluation Committee may make a recommendation for award based on the scoring of the CMAR RFQ submittals alone, without requiring formal in-person oral presentations, at their sole discretion.

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

14.3 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 forty-five (45) minutes. Each Proposer will have up to thirty (30) minutes for their presentation and fifteen (15) minutes for questions and answers with the Evaluation Committee. Presentations will be timed and may be terminated if they extend beyond forty-five (45) minutes. Presenters must be a part of the Proposer’s Project Team and be included in the proposed organization chart for the project. 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 large screen TV and computer available for the presenters to use. 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:

In-Person Presentation Evaluation Criteria (If Necessary)	Points
Project Scheduling and the Need to Have the Work Completed as Quickly as Possible	30
Workforce Availability and Approach to Assuring the Labor to Complete Project on-time	30
Value Engineering - Approach, highlight VE ideas, where cost savings and time occur	30
Quality of Presentation and Response to Questions during the Q/A Session	10
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**.

14.4 Additional Conditions

The following additional conditions apply to this CMAR RFQ Solicitation:

- The City reserves the right to request additional information or to extend the deadline for CMAR 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 CMAR RFQ submittals.
- The City is a unit of local government and as such reserves the right to cancel this CMAR RFQ and to reject any and/or all CMAR RFQ packages, reserves the right to waive any and all informalities or irregularities in the CMAR RFQ or examination process, to re-advertise with either the identical or revised requirements, and reserves the right to award the CMAR RFQ and/or contracts in the best interest of the City.

15. **CONTRACT AND TASK ORDER APPROVAL**

15.1 General

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

Task Order No.	CMAR Project Work Summary
1	Pre-Construction Services associated with the Proposed Project Improvements
2	Construction Phase Services associated with the Proposed Project 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 CMAR RFQ award and award the CMAR RFQ to the second-ranked Proposer. The City will present the Master Contract to the City Commission for approval to negotiate the Task Order No. 1 Services. The highest-ranked Proposer shall be prepared to meet with City Staff and the Project Engineer (CPH, LLC) within ten (10) 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.

15.2 Task Order No. 1: Preconstruction Services for the Proposed WWTF Improvements

Pre-Construction Services will begin with the discussion and review of the engineering design 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. ***The City requires that the GMP Contract be based upon an open-book approach.*** Activities associated with Task Order No. 1 include, but are not limited to, the tasks listed below.

- Participate in design team meetings and monthly progress meetings. Maintain a rolling list of action items. During the monthly progress meetings with City and the Project Engineer, 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 Engineer's design of the proposed Bunnell WWTF Expansion and BNR Improvements project.
- 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 engineering design and project goals and objectives.
- Coordinate with the Project Engineer on equipment selection and facility layout during the 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.



- 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. 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. 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.

15.3 Task Order No. 2: Construction Services for the Proposed WWTF Improvements

If the City accepts the CMAR Contractor's GMP Proposal for the WWTF Expansion and BNR Improvements project, 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. Coordinate all compliance inspections.
- Coordinate inspection activities associated with all permits. Close out permits at final completion 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 and summaries/minutes.
- 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 Contractor staff, City 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, Change Orders, and Field Orders. Proactively look for options for reducing costs associated with change orders through value engineering and/or schedule reductions.
- Determine composition and prepare final construction packages. Conduct preconstruction meeting(s) with subcontractors prior to beginning work. Supervise all subcontractors. Conduct bidding of specialized commodity materials such as stainless steel pipe.
- Manage all aspects of construction, including project administration, invoicing, start-up services, performance testing, training activities, health and safety requirements, and subcontractor management.
- 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 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 WWTF Expansion and BNR improvements.



**BUNNELL WWTF
EXPANSION AND BNR IMPROVEMENTS**

BUNNELL, FLORIDA



APPENDIX A

**OVERVIEW OF EXISTING BUNNELL
WWTF AND PROPOSED IMPROVEMENTS**

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OVERVIEW OF THE EXISTING BUNNELL WWTF AND PROPOSED FACILITY BNR IMPROVEMENTS

A. BUNNELL WWTF HISTORY

The City of Bunnell is located in Central Flagler County. The City has a total area of approximately 138.6 square miles (88,700 acres) and is bordered to the north and east by the City of Palm Coast. The City of Bunnell is the second largest city in the State of Florida by area. The City currently owns and operates one wastewater treatment facility to process all of the wastewater within the Wastewater Management System Service Area and the sludge generated in the treatment process. The facility is known as the Bunnell Wastewater Treatment Facility (BWWTF) is located at 305 South Tolman Street, Bunnell, FL. The existing infrastructure at the Bunnell WWTF includes the following

- On-site Master Lift Station (triplex, submersible)
- Flow Equalization Basin and EQ Pump Station
- Manual Screening System
- Carrousel oxidation ditch system (0.600 MGD AADF)
- Two (2) secondary clarifiers (35 ft diameter, 13-ft sidewater depth)
- RAS/WAS pump station
- Tertiary Filtration System
- Disinfection system using liquid sodium hypochlorite (NaOCl)
- Chlorine contact chambers
- Transfer Pump Station
- Reclaimed Water Ground Storage Tank (0.9 MG)
- Reclaimed Water Distribution Pump Station
- Dechlorination system using sodium bisulfite and Post Aeration System
- Reject Water/Effluent Holding Pond
- Aerobic Digester, Sludge Holding Tank and Blowers
- Public Access Reuse System (R-001) and Surface Water Discharge System (D-001) to Haw Creek and Black Branch

B. EXISTING BUNNELL WASTEWATER TREATMENT FACILITY

1. The Bunnell WWTF is classified as a *Secondary Treatment plus Filtration Facility* (Category III, Class C), utilizing the oxidation ditch modification of the activated sludge process and has a permitted treatment capacity of 0.600 MGD AADF.
2. The oxidation ditch treatment system is currently *on-line* and processing the incoming raw wastewater from the Service Area and is generating reclaimed water meeting all current FDEP requirements. The Bunnell Wastewater Management System, Slow-Rate Public Access Reuse System (R-001), Surface Water Discharge System (D-001) and the Bunnell WWTF are currently permitted under FDEP Operations Permit No. FL0020907. An aerial view and schematic flow diagram of the Bunnell WWTF are presented in Figures 1 through 2, respectively.

The unit operations and processes currently employed at the Bunnell WWTF (2022) are divided into the following elements/categories:

Table 1: Bunnell WWTF - Unit Operations and Processes	
Treatment Elements	Description
Primary Treatment	A manual barscreen system (one in EQ Basin and one in front of the flow splitter box), Flow Equalization (EQ) Basin and EQ Basin pumping station.
Secondary Treatment	A 0.600 MGD AADF Carrousel® Oxidation Ditch Treatment System is the primary biological treatment process at the Bunnell WWTF. Biological oxidation of the organic wastes occurs in the single-train oxidation ditch system operating in the extended aeration mode. The system utilizes mechanical surface aerators to provide oxygenation and mixing of the MLSS. Following treatment, the MLSS is conveyed to BTU No. 2 which has been reconfigured to include secondary anoxic and reaeration basins and is then conveyed to the 35-foot diameter (13-foot sidewater depth) secondary clarifier (within the ring steel BTU) for sedimentation of the solids. A dedicated RAS/WAS pumping station is provided.
Disinfection	High-level disinfection of the effluent is accomplished through the use of bulk liquid NaOCl (chemical storage, feed and pumping systems) and a single chlorine contact chamber (CCC).
Dechlorination/ Reaeration	Dechlorination and reaeration of the effluent being conveyed to the Surface Water Discharge System is accomplished through the use of bulk sodium bisulfite chemical storage, feed and pumping systems and coarse bubble aeration.
Sludge Treatment	Sludge treatment consists of aerobic digestion (batch process) and sludge holding tank systems with aeration, sludge pumping and a dewatering system (Sludge Mate). The dewatered sludge is transported by a third-party off-site for further treatment and ultimate disposal.

Design and current wastewater flows at the Bunnell WWTF are as follows:



Figure 1

Bunnell WWTF - Site Plan (Existing)

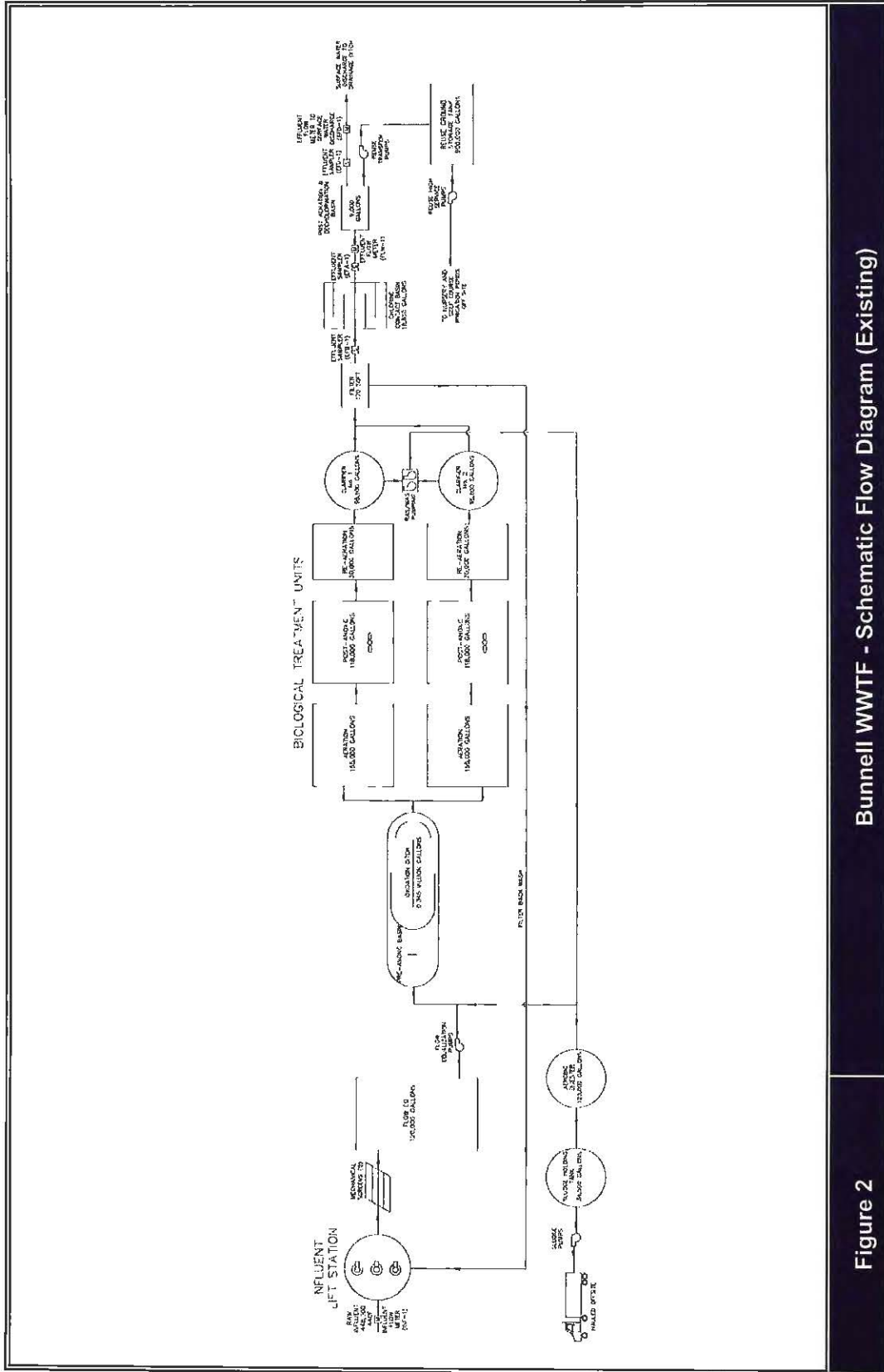


Figure 2

Bunnell WWTF - Schematic Flow Diagram (Existing)

- Average Annual Daily Flow (AADF): 0.60 MGD
- Maximum Daily Flow (MDF): 0.90 MGD
- Peak Hourly Flow (PHF): 1.50 MGD

Design influent and effluent design criteria for the existing Bunnell WWTF are presented below.

Table 2: Bunnell WWTF - Influent and Effluent Design Criteria			
Parameter	Units	Influent	Secondary Effluent
CBOD ₅	mg/L	200	< 20
TSS	mg/L	200	< 5
TKN	mg/L	45	
TN	mg/L		< 10
TP	mg/L	8	< 4
pH	S.U.	6.0 - 8.5	6.0 - 8.5

3. Primary Treatment

Raw wastewater flows from the collection and transmission system enter the Bunnell WWTF Master Lift Station located at the south central portion of the treatment facility. The triplex submersible pump station (two duty pumps plus one back-up pump) is used to convey the raw wastewater to the flow equalization basin for further processing.

Master Lift Station valves are located in a concrete vault located, with an aluminum hatch cover, immediately south of the lift station.

Two manual, coarse barscreens are used to remove debris from the raw influent and prevent wear and prevent accumulation of debris to the downstream processes and equipment. Each barscreen (¾-inch openings) has a design flow rate of 1.20 MGD. The screenings are manually collected, allowed to dewater, and then discharged into a municipal dumpster (landfill disposal).



Master Lift Station



Manual Barscreen System

Screened wastewater is conveyed, by gravity, to the Flow Equalization (EQ) Basin (0.12 MG) to:

- Attenuate diurnal raw wastewater flows
- Generate a homogeneous mixture prior to conveyance to the biological treatment system.

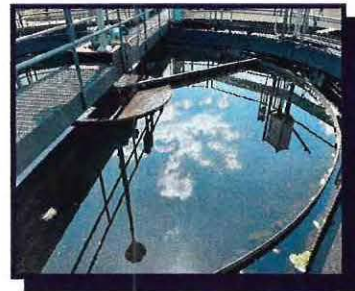


Flow Equalization (EQ) Basin

4. Secondary Treatment

The screened wastewater is pumped from the EQ Basin to the two-stage Carrousel® Oxidation Ditch system (0.345 MG volume and 13.4 feet SWD) and enters the oxidation ditch system and mixes with Return Activated Sludge (RAS). The biological treatment system is designed to use the metabolic reactions of microorganisms to produce an acceptable effluent water quality by removing oxygen demanding constituents (CBOD₅) and provides partial reduction of nutrients. Aeration and mixing is provided by two (2) mechanical surface aerators (50 hp each; VFDs) with lower impellers that propel the MLSS around the ditch. An anoxic zone exists at the entrance of the oxidation ditch where denitrification occurs and where the screened wastewater and RAS enter the secondary treatment process. To prevent solids settling, a mixer (3.8 hp) is located within the anoxic zone and is controlled on a timer. Actuated gates are located at each internal recycle channel and can be adjusted to adjust the internal recycle rate. An effluent weir is located at the center of the ditch. The gates are adjusted manually to adjust the level within the oxidation ditch. MLSS is conveyed, by gravity, to one of the ring steel Biological Treatment Units (BTU).

The Mixed Liquor Suspended Solids (MLSS) Flow are conveyed from the Carrousel® Oxidation Ditch to the Biological Treatment Unit (BTU) No.2. The MLSS flows through a modified secondary anoxic and reaeration basin prior to entering the secondary clarifier. Secondary clarification of the biologically treated wastewater is provided to remove MLSS, flocculated suspended solids and chemical precipitates and to meet the effluent criteria mandated by FDEP and EPA. Secondary clarification is provided by a 35-foot diameter, 13-foot sidewater depth, ring-steel clarifier with full-surface skimmer.



Secondary Clarifier (BTU)

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

- RAS - settled sludge is returned to the anoxic zone of the Oxidation Ditch system. The RAS flow meter is set to maintain an operator determined flow rate proportional to the effluent flow rate.
- WAS - settled sludge is conveyed to the aerobic digester for further treatment. WAS is directed to the digester by the use a manually controlled valve.

From the Secondary Clarifier(s), the treated wastewater flows, by gravity, to the tertiary filtration system for removal of suspended solids. The filtration system consists of three (3) filtration cells with a total filtration surface area of 127.5 ft² and are designed to operate at 3.3 gpm/ft². The filtration cells are automatically backwashed at specific time intervals or will backwash if the head reaches a maximum level.



Tertiary Filtration System

Flows from the tertiary filtration system are conveyed, by gravity, to the concrete Chlorine Contact Chamber (CCC). The CCC provides high-level disinfection of the effluent through the application of liquid sodium hypochlorite (NaOCl) via a flow-paced control system. The Chlorine Contact Chamber consists of two chambers with an overall volume of 2,520 ft³ (18,850 gallons). Each chamber is sized for fifty percent (50%) of the total flow, in accordance with Class I Reliability Criteria, and provide inactivation of fecal coliforms and pathogens.



Chlorine Contact Chamber

After disinfection, the effluent flows to Post Aeration/Dechlorination/Transfer Pump Station Structure. If the disinfected effluent meet reclaimed water standards, then it is pumped from the Transfer Pump Station (TPS) to the Reclaimed Water Ground Storage Tank (0.9 MG). The TPS consists of two (2) Gorman Rupp, self-priming suction lift pumps (20 hp). The pumps are controlled by the water level within the TPS wetwell. During wet weather events or when effluent flow is not utilized within the reclaimed water service area, the ground storage tank overflows into the existing 1.97 MG effluent storage pond. Effluent from the pond can be conveyed back to the tertiary filtration system and disinfected before being pumped back into the ground storage tank.



Transfer Pump Station

During wet-weather events or when the effluent does not meet reclaimed water standards, the effluent is conveyed into the Post Aeration/Dechlorination Chamber (9,000 gallon capacity). Sodium bisulfite is used to dechlorinate and a blower aerates the effluent prior to a surface water discharge to Haw Creek and Black Branch (D-001; permitted capacity of 0.30 MGD). If a surface water discharge is to occur, the chlorine residual must be less than 0.1 mg/L and the DO concentration must be greater than 6.0 mg/L.



Post Aeration/Dechlorination

The Reclaimed Water Distribution Pump Station conveys reclaimed water from the reclaimed water ground storage tank to the distribution system for final disposal. The pump station consists of two pumps and is designed to deliver approximately 1.800 MGD to the reclaimed water distribution system with the largest pump out of service. The City delivers the reclaimed water to on-site storage ponds at the Grand Reserve Golf Club and Austin Outdoor Nursery.

5. Sludge Management

The sludge management system at the Bunnell WWTF consists of the following infrastructure:

- One (1) Aerobic Digester
- One (1) Sludge Holding Tank
- Sludge Conditioning System and Dewatering Box

Waste activated sludge (WAS) is pumped from the secondary clarifier(s) to the aerobic digester which is used biologically stabilize WAS and scum from the treatment process by destroying the volatile solids in the mixture. This treatment further reduces odors and other nuisances prior to final disposal and reduces the volume of the biosolids. The aerobic digestion system is operated as a “batch” process and is the first stage in the digestion process.



Aerobic Digester

Following the batch digestion process, solids from the aerobic digestion system are transferred to the sludge holding tank. This tank provides solids storage and attenuation prior to conveying the solids to the sludge conditioning and dewatering box. The digester blowers also supply air to the sludge holding tank.



Sludge Holding Tank

A dewatering box (Sludge Mate) is used for the thickening of conditioned sludge from the sludge holding tank prior to final disposal. Partially treated sludge is pumped into the sludge box where it is allowed to settle. As the sludge settles in the box, the water drains out of the bottom of the box, into a drain and flows back to the Master Lift Station for processing through the treatment system. Once the sludge is dewatered, it is hauled offsite by an independent contractor to an approved FDEP site.



Sludge Dewatering Box

C. BUNNELL WWTF EXPANSION AND BNR IMPROVEMENTS

1. The Bunnell WWTF treatment capacity will be expanded to 1.20 MGD and a new BNR biological treatment system will be constructed to meet the following AWT effluent criteria:

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

The Influent Structure, EQ Basin and 4-Stage Bardenpho BNR Process will be built as one monolithic structure immediately north of the existing Caroussel Process® oxidation ditch

system and the facility will be designed and constructed to meet Class I Reliability criteria. Upon completion and commissioning of the 4-Stage Bardenpho (BNR) Process, the existing Carousel Process® oxidation ditch system will be taken out of service and be potentially converted to an aerobic facultative digestion system reactor (additive bid item). The following improvements are proposed to be constructed at the Bunnell WWTF as part of the Biological Nutrient Removal (4-Stage Bardenpho) improvements project:

Table 3: Bunnell WWTF - Proposed BNR Project Improvements	
Item No.	Facility Infrastructure to be Constructed
PROPOSED WWTF IMPROVEMENTS (1.2 MGD AADF TREATMENT CAPACITY)	
1	Master Lift Station rehabilitation
2	Influent Structure with mechanical barscreening system
3	Anoxic/Anaerobic Equalization (EQ) Basin with integral grit removal and EQ pump station
4	4-Stage Bardenpho BNR Treatment Process (two 0.60 MGD BNR Treatment Trains)
5	Secondary Clarifier flow splitter box and associated piping and gates
6	Two new secondary clarifiers, new RAS/WAS pumping system and associated appurtenances
7	Tertiary filtration (disc filtration) system and associated infrastructure
8	New Chlorine Contact Chamber/Dechlorination and Reaeration System and Transfer Pump Station
9	Effluent Storage Pond Pump-Out Connection
10	Electrical Building No. 1
11	Site work, yard piping, plant internal roadway improvements, signage, sodding, etc.
12	Electrical, controls, instrumentation and SCADA system improvements
13	Biosolids dewatering system (screw press) and associated improvements
14	New Operations Building
15	Maintenance Building (pre-engineered construction)
ADDITIVE BID ITEMS	
14	Reclaimed Water Ground Storage Tank
15	Conversion of the Carousel® oxidation ditch to an Aerobic Facultative Digestion System Reactor
16	Sludge Holding Tank

Upon completion of the BNR improvements identified above, the raw wastewater treatment capacity of the facility will be increased to 0.90 MGD AADF (limited by the current effluent disposal capacity). However, the treatment facility infrastructure will be constructed with the capability to process a total raw wastewater flow rate of 1.2 MGD AADF. As the reclaimed water distribution system expands, due to growth within the service area, the effluent disposal capacity and permitted treatment capacity of the facility will be increased to at least 1.20 MGD AADF. A plan view of the proposed improvements at the Bunnell WWTF is presented on the following page.

**BUNNELL WWTF
EXPANSION AND BNR IMPROVEMENTS**

BUNNELL, FLORIDA



APPENDIX B

REQUIRED FORMS TO BE SUBMITTED

Form No.	Form Description
1	RFQ Cover Page
2	Proposer's Certification
3	Qualification Form for the City of Bunnell
4	Hold Harmless Agreement
5	Drug Free Workplace Program Certification
6	Public Entity Crimes Statement
7	Conflict of Interest Disclosure Form
8	Vendor Certification Regarding Scrutinized Companies' Lists
9	Proposer's Qualification Form
10	Declaration Statement
11	Non-Collusion Affidavit of the Prime Qualifier
12	Acknowledgments
13	Compliance with Public Records Law
14	Subconsultant Listing
15	W-9 Form - Request for Taxpayer Identification Number and Certification
16	Funding Compliance Statement and Certification
17	FDEP SRF - Supplementary Conditions (Construction)
18	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 Bunnell 604 East Moody Blvd. Bunnell, FL 32110 386-437-7500		CITY OF BUNNELL REQUEST FOR QUALIFICATION (RFQ) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT												
DUE DATE:	DUE TIME:	RFQ No. 2023-01												
TITLE: CMAR Services – Bunnell WWTF 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> <table style="width: 100%; border: none;"><tr><td style="width: 20%; border: none;">_____</td><td style="width: 20%; border: none;">_____</td><td style="width: 20%; border: none;">_____</td><td style="width: 20%; border: none;">_____</td><td style="width: 20%; border: none;">_____</td></tr><tr><td style="border: none; text-align: center;">Addendum #</td><td style="border: none; text-align: center;">Addendum #</td><td style="border: none; text-align: center;">Addendum #</td><td style="border: none; text-align: center;">Addendum #</td><td style="border: none; text-align: center;">Addendum #</td></tr></table>					_____	_____	_____	_____	_____	Addendum #	Addendum #	Addendum #	Addendum #	Addendum #
_____	_____	_____	_____	_____										
Addendum #	Addendum #	Addendum #	Addendum #	Addendum #										
<p>The CMAR RFQ Proposer shall check off each of the following items as the necessary action is completed:</p> <ul style="list-style-type: none"><input type="checkbox"/> All applicable forms have been signed and included<input type="checkbox"/> All information as Requested in the CMAR RFQ document is included herein.<input type="checkbox"/> The mailing envelope has been addressed properly and includes the correct RFQ No., Project Title, etc.														
<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 Bunnell, Respondent agrees that if this RFQ is accepted, the Respondent will convey, sell, assign, or transfer to the City of Bunnell 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>														
Authorized Agent's Name (Print)		Authorized Agent's Signature		Date										
Authorized Agent's Title (Print)														

This document must be completed and returned with your Submittal

FORM 3

QUALIFICATIONS FORM FOR THE CITY OF BUNNELL



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 Bunnell CMAR RFQ document for the work and comments hereto attached. The Firm proposes and agrees, if this submission is accepted, to contract with the City of Bunnell to provide the CMAR services outlined and furnish all necessary materials, equipment, labor and services necessary to complete the work covered by the CMAR RFQ and proposed Contract Documents for the Project. The Firm agrees to conduct the proposed Task Order No. 1 and No. 2 work for the agreed upon price, once negotiated with the Owner, and complete all of the work within the negotiated timeframe.

Signature

Date

RFQ Number

[] Check if exception(s) or deviation(s) to the CMAR RFQ Document. 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

HOLD HARMLESS AGREEMENT

The Firm agrees to hold the City of Bunnell 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 5

DRUG FREE WORKPLACE PROGRAM 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

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 7

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 8

**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 9

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 10

DECLARATION STATEMENT

City of Bunnell
604 East Moody Blvd., Suite 6
Bunnell, FL 32110

RE: RFQ No. 2023-01, Bunnell WWTF 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 No. 2023-01, BUNNELL WWTF 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 11

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 Bunnell, FL, RFQ No. 2023-01.

I am fully informed respecting the preparation and contents of the Response to RFQ No. 2023-01, 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 No. 2023-01, 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 Bunnell, FL.

The price or prices quoted in the Proposer's Response to RFQ No. 2023-01, 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.

E-mail

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 12

ACKNOWLEDGMENTS

RFQ No. 2023-01

**CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES –
BUNNELL WWTF EXPANSION AND BNR IMPROVEMENTS**

**To: City of Bunnell
604 East Moody Blvd, Suite 6
Bunnell, FL 32110**

_____ (Proposer) guarantees its Response to RFQ No. 2023-01 for a period not to exceed one hundred twenty (120) days from the date its RFQ Response was submitted to the City of Bunnell, 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 13

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 Bunnell, it must be submitted in a separate envelope marked accordingly.

The Proposer agrees that it will fully defend the City of Bunnell 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 Bunnell 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

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. <div style="display: flex; justify-content: space-between; font-size: small;"> Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate </div> <p style="font-size: x-small;">Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p style="font-size: x-small;">Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p style="font-size: x-small;">Other (see instructions) ▶ _____</p>	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								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> </table>					-	-	-	-
-	-	-	-					
OR Employer identification number								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> </table>					-	-	-	-
-	-	-	-					

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:

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

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

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
------------------	----------------------------------	--------------

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 16

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 2023-01.

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 2023-01.

Firm Name: _____

Authorized Representative (printed): _____

Authorized representative (signature): _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the 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

SUPPLEMENTARY CONDITIONS (CONSTRUCTION)

Florida Department of Environmental Protection
State Revolving Fund Program
Supplementary Conditions
for

Formally Advertised
Construction Procurement

Revised August 2022

**TABLE OF CONTENTS FOR THE FLORIDA DEPARTMENT OF
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 - PRIVACY 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

The goal percent and timetable for Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) participation in the Work are found in Appendix B. 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-15 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 https://www.dod.gov/sites/dodgov.nicep-regs_compliance_posters.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/eeol/eeol.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 (<https://www.e-verify.gov/>) 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.

NOTE: ARTICLE 18 ONLY APPLIES TO FEDERAL CAP GRANT PROJECTS

ARTICLE 18 – BUILD AMERICA, BUY AMERICA PROVISION

Contracts being constructed with assistance from the State Revolving Fund Program are currently required to comply with The Build America, Buy America provision as provided in Appendix E. Signing Appendix A certifies compliance with the Build America, Buy America provision if the project is a Federal Cap Grant project.

**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 Protection's 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 (FLORIDA EXECUTIVE ORDER 11-116)
- ARTICLE 14 ENVIRONMENTAL COMPLIANCE
- ARTICLE 15 FEDERAL LABOR STANDARDS PROVISION
- ARTICLE 16 AMERICAN IRON AND STEEL PROVISION
- ARTICLE 18 BUILD AMERICA, BUY AMERICA PROVISION – IF A FEDERAL CAP GRANT PROJECT

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 Construction Contractors Technical Assistance Guide (October 2019), available on the internet at https://www.dol.gov/sites/dolgov/files/OFCCCP/Construction/508_cctag_12032020.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.

APPENDIX E TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

Build America, Buy America Requirement

The Contractor acknowledges to and for the benefit of the _____ (“Owner”) and the State of Florida (the “State”) that it understands that the products to be installed as a part of this contract must be in compliance with the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. No. 117-58, which includes the Build America, Buy America Act (“the Act”). Pub. L. No. 117-58, §§ 70901-52. The Act requires the following Buy America preference:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The Contractor hereby presents and warrants to and for the benefit of the Owner and State that (a) the Contractor has reviewed and understands the Build America, Buy America Requirement, (b) all of the products used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this Acknowledgement, or information necessary to support a waiver of the Build America, Buy America Requirement, as may be requested by the Owner or the State.

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.

FORM 18 - 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

Revised April 2017

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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

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