

REQUEST FOR QUALIFICATIONS

For Planning/Design/Construction Management Services

MUNICIPAL CIVIC CENTER

CITY OF SPRINGFIELD



January 15, 2021

REQUEST FOR STATEMENTS OF QUALIFICATIONS 21-01

MUNICIPAL CIVIC CENTER PROJECT

Bid Opening Date: February 17, 2021

**CONTINUING A/E SERVICES –
CITY OF SPRINGFIELD MUNICIPAL CIVIC CENTER
NOTICE OF REQUEST FOR QUALIFICATIONS 21-01**

The City of Springfield, Florida (the “City”) requests **Statements of Qualifications (SOQ)** from architects and engineers, pursuant to **Section 287.055, Florida Statutes (the Consultant’s Competitive Negotiation Act)**, to provide continuing design services related to the development of a new **Municipal Civic Center**. SOQs will be received by the City Clerk at 408 School Avenue, Springfield, Florida 32401 until 2:00 PM (CST) on February 17, 2021. Complete RFQ documents are available at Springfield City Hall, 408 School Avenue and all formal inquiries must be directed in writing to Teresa Cox, City Clerk via email to tcox@springfield.fl.gov

DESCRIPTION OF WORK: Planning, design and construction administration services for construction of a new Municipal Civic Center to be located at 3529 East Third Street (the former location of Springfield City Hall) (the “Civic Center”). Proposed tasks may include creating, with updates, an Civic Center site plan and site design; design of a Civic Center free-standing building; and design of new Civic Center infrastructure including, but not limited to, parking and vehicular use facilities, stormwater facilities, outside lighting, signage, water, sewer, and reclaimed water facilities, natural or propane gas and electrical facilities, communications facilities, landscaping and irrigation, and associated permitting.

MANDATORY Pre-submittal meeting at 9:00 A.M. (CST) on Wednesday, January 27, 2021, at City Hall at 408 School Avenue, Springfield, Florida 32401. Point of Contact will be Teresa Cox, City Clerk at (850) 872-7570. The lead architect/engineer in charge of and who will be responsible for design must attend the pre-submittal meeting.

The City reserves the right to accept or reject any and all SOQs in whole or in part. The terms of the Complete RFQ documents control over this ad. **The City of Springfield is an Equal Opportunity Employer.**

INSTRUCTIONS FOR ARCHITECT/ENGINEERING FIRMS

General:

It is the intention of this Request for Qualifications (RFQ) to find an experienced and qualified Architect/Engineering Firm (Firm) that is capable of designing and overseeing the construction of various project phases related to development of the City's new Municipal Civic Center. The Architect/Engineering Firm or team (either a "firm" or a "team") shall be responsible for creating a master site plan and facilities needs report, revising both where appropriate, for the City's current and future needs for a Municipal Civic Center. The Firm shall then, on a specific task authorization basis, provide complete building designs with associated sitework including permitting, complete set of building and site plans and specifications, and all other work associated with overseeing the construction of the building(s). Designs will include design of a new Civic Center free-standing building; and design of new Civic Center infrastructure including, but not limited to, parking and vehicular use facilities, stormwater facilities, outside lighting, signage, water, sewer, and reclaimed water facilities, natural or propane gas and electrical facilities, communications facilities, landscaping and irrigation, etc. The designs will be reviewed and approved by the City Commission in coordination with the facility users.

The City will negotiate a Continuing Contract for Services (without a fixed term) with the successful firm or team, with specific task authorizations for each proposed component listed above being negotiated and approved by the City on an as-needed basis.

Statements of Qualifications (SOQs) shall be submitted in a sealed envelope, plainly marked with Architect/Engineering Firm's name, address, date, and time of SOQ opening and titled "**Continuing A/E Services—Municipal Civic Center**". All prospective firms are required to visit the site of the proposed work location prior to submitting their SOQ. The purpose of this visit is to acquaint the prospective firm with any and all conditions at the site.

The City may waive any informalities or minor defects or reject any and all STATEMENTS OF QUALIFICATION. Any SOQ may be withdrawn prior to the SOQ opening. Any SOQ received after the time and date specified shall not be considered. No prospective Firm may withdraw a SOQ within 90 days after the actual date of the opening. Should there be reasons why the Firm cannot be selected within the specified period; contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the City and the prospective Firm.

Pre-Submittal Meeting:

The lead architect/engineer in charge of and who will be responsible for design, as shown in the SOQ, shall attend the Pre-Submittal Meeting on Wednesday, January 27, 2021 at 9:00 A.M. (CST) at Springfield City Hall, 408 School Avenue, Springfield, Florida. The City strongly encourages the lead design architect for each prospective firm or team to attend the meeting. The purpose of this meeting is to familiarize prospective firms with the project and answer questions. This will be the only opportunity a City representative will be available to answer questions on site. No other formal visits of site locations will be hosted by the City or City staff.

Addenda:

After the pre-submittal meeting, but not before, prospective firms shall direct any questions or SOQ defectives to the City Clerk. All questions and defectives shall be submitted at least ten (10) calendar days prior to the submittal date. If the City believes a response will be helpful, the City will issue a written summary of the question or suggested defect and answers as an addendum to this Request for Qualifications. In the event that any discussions or questions at the pre-submittal meeting require additional clarification the City will issue a written summary of questions and answers as an addendum to this Request for Qualifications.

Non-Responsive Firms:

Firms found to be non-responsive shall not be considered. SOQs may be rejected if found to be in nonconformance with the requirements and instructions herein contained. A SOQ may be found to be non-responsive by reasons, including but not limited to, failure to utilize or complete prescribed forms, incomplete SOQs, indefinite or ambiguous SOQs, failure to meet deadlines and improper and/or undated signatures. Other conditions which may cause rejection of SOQs include evidence of collusion among firms, obvious lack of experience or expertise to perform the required work, submission of more than one SOQ for the same work from an individual, firm or corporation under the same or a different name, the same Architect/Engineering Firm or Architect is identified in more than one SOQ, failure to perform or meet financial obligations on previous contracts or employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act. SOQs will also be rejected if not delivered or received on or before the date and time specified as the due date for submission.

Rejection of Qualifications or Disqualification:

The City reserves the right to accept or reject any or all SOQs or to waive any informality, existing in any SOQ, or to accept the SOQ which best serves the interest and intent of this project from the most responsive and responsible firm. The City may reject SOQs if:

- The Proposer mistakes or conceals any material fact in the bid;
- The bid does not strictly conform to the law or requirements of the bid;
- The bid is conditional;
- Failure to use the Qualification form(s) furnished by the City; if applicable;
- Lack of signature by an authorized representative of qualifier;
- Failure to properly complete the qualification;
- Failure to meet the mandatory requirements of this request for qualification; and/or
- Evidence of collusion among qualifiers.

The City may, however, reject all SOQs whenever it is deemed in the best interest of the City to do so, and may reject any part of a SOQ.

The City reserves the right to waive any minor irregularity, technicality, or omission if the City determines that doing so will serve the City's best interests. The City may reject any response not submitted in the manner specified by the solicitation documents.

The City reserves the right to award a contract to the next most qualified proposer if a successful proposer does not execute a contract within thirty (30) days after approval of the selection by the City.

The City reserves the right to cancel a solicitation at any time prior to approval of the award by the City.

SOQs will not be considered from vendors who are currently involved in official reorganization or bankruptcy proceedings.

Competitiveness and Integrity:

To prevent biased evaluations and to preserve the competitiveness and integrity of the procurement, vendors shall not contact any City of Springfield personnel regarding this RFQ, evaluation or selection process from the time the RFQ is issued until the time a notification of intent to award is announced, without the express permission of the Mayor. Qualifiers are to direct all communications regarding this request for qualification to the City Clerk, unless otherwise specifically noted. Attempts by offering firms to circumvent this requirement will be viewed negatively and may result in rejection of the bid/proposal of the firm found to be in non-compliance.

Withdrawal of Submittal:

Submittals may be withdrawn prior to the time set for bid opening. Such requests must be in writing and mailed or hand delivered to the address rendered herein.

Late Submittals or Modifications:

- A. SOQs and modifications received after the time set for the bid opening will not be considered.
- B. Modifications in writing received prior to the time set for bid opening will be accepted and considered.

Firm Responsibilities:

The selected firm shall be required to assume responsibility for all services offered in its SOQ. The selected firm shall be the sole point of contact with regard to contractual matters including payments and work product resulting from the contract.

Disclosure:

All information submitted in response to this RFQ shall become a matter of public record, subject to Florida Statutes regarding public disclosure. All information submitted in response to this RFQ shall become part of the final contract between the City and the selected firm.

Collusion:

The proposer, by affixing his/her signature to the bid form agrees to the following: "Proposer certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

Public Entity Crime Information:

A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a consultant, supplier, sub-contractor, 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. Execution and submittal of the Public Entity Crimes Statement shall accompany the Bid Form.

Discrimination Clause:

The proposer shall not discriminate against any person because of race, color, national origin, age, sex or religion. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a consultant, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

Public Records:

To the extent required by law the submitting entity shall comply with the Florida Public Records laws expressed in Chapter 119, Florida Statutes (2020).

Certificates of Insurance Required:

Award of a contract shall require general liability insurance in the amount of \$1,000,000 with \$2,000,000 aggregate limit, automobile liability insurance in the amount of \$1,000,000, workers' compensation insurance in the amount of \$1,000,000. Certificates of insurance shall be made payable to the City of Springfield and delivered upon execution of a contract.

Indemnification:

To the maximum extent permitted by Florida law, Proposers shall indemnify and hold harmless the City and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Bid, any Agreement resulting from this Bid, or any of the Contract Documents from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Proposer or anyone employed or utilized by the Proposer in the performance of this Bid, any Agreement resulting from this bid, or any of the Contract Documents.

Proposers' obligation to indemnify and hold harmless shall survive the expiration or earlier termination of this Bid, any Agreement resulting from this Bid, or the Contract Documents until it determined by final judgment that an action against the City or an indemnified party for the matter indemnified hereunder is full and finally barred by the applicable statute of limitations.

Projected Timeline – (Dates are subject to change):

Distribution/advertisement of RFQ:	January 15, 2021
Pre-Submittal Meeting:	January 27, 2021 @ 9:00 am
RFQ Responses Due/ Bid Opening:	February 10, 2021 @ 2:00 pm
Committee Review Proposal:	TBA
Commission to Approve Award:	March 1, 2021 @ 5:30 pm

Architect/Engineering Firm Certifications:

All Architect/Engineering Firms, to include sub-consultants (surveying, geotechnical, etc.), shall have the following certifications and qualifications.

1. Local business license, if applicable
2. Florida architectural/engineering license
3. Individual Florida professional license

Statement of Qualification Submittal Requirements:

Each Firm being considered for this project is required to submit a Statement of Qualifications (SOQ). The SOQ shall include sufficient information to enable the City to evaluate the capability of the design team to provide the desired services. The data shall be significant to the project and discussions of past performances on other projects shall be minimized except as they relate to the proposed work.

All submittals are to be on 8 ½" x 11" paper or if larger documents are required they are to be folded to 8 ½" x 11" size.

SOQs should be stapled together or bound with comb binding. Submit eight (8) copies of the SOQ to:

Teresa Cox, City Clerk
City of Springfield
408 School Avenue
Springfield, Florida 32401

The SOQs must include the following items:

1. PUR 7068 Public Entity Crime Form
2. Form of Drug Free Workplace
3. Business, architectural and professional licenses for all team members including subconsultants.
4. Project Organization Chart – the chart shall only include personnel that will work in the project. The Architect in charge of the project design shall be clearly indicated along with all team members supervised by this individual.
5. SF 330 – for Architect/Engineering Firm and all subconsultants. The SF 330 Section E shall only include personnel that will be working on the project. Section F “Example Projects Which Best Illustrate Proposed Team’s Qualifications for This Contract” shall only include similar project(s).
6. Approach and understanding of the project. This should be a narrative description and any applicable illustrations to show that the firm understands all elements of the project, to include but not limited to: site conditions, building basic configuration, space usage, desired aesthetics, project coordination responsibilities, permitting, total quality control of design, design submittal to include specifications and construction sequence, etc. Narrative shall also discuss the firms experience with working with a construction Director.
7. State and Federal Grant work. Describe any experience with FEMA 404 and 406 Hazard Mitigation Services including assistance in identifying, developing and evaluating opportunities for hazard mitigation projects (Section 404 and 406) or alternative projects FEMA Section 428 as needed and/or HUD Community Development Block Grant Disaster Recovery (CDBG-DR) Support Services including engineering support services and technical competence in the planning, administration, and implementation of eligible CDBG activities as identified at 24 CFR 570 and modified or waived under Federal Register allocation of the CDBG-DR funds;
8. Change order history showing dollar amounts and time extensions over past 3 calendar years for all projects designed or engineered or administered, or any combination thereof.
9. Current workload and ability to incorporate this project into workload.
10. Project Schedule – The schedule should assume a Notice to Proceed date 60 days after the SOQ opening date.
11. Evidence of professional liability insurance and of the ability to obtain project specific aggregate, annual coverage as required by the Risk Management Requirements.
12. Three unrelated projects/owners as references, including name and address of principal, name and telephone number of contact, and brief description of the project and the firm’s involvement in it. The Architect/Engineering Firms may not change team members and subcontractors at any time after submittal opening from what was presented in their SOQ unless approved by the City.

Evaluations of Qualifications:

The qualification statements will be rated and ranked by the City in order of recommended selection. The first firm selected shall be the number one (1) firm recommended, the second firm the number two (2), and the third firm the number three (3).

Qualifications will be evaluated using the following criteria:

1. Familiarity and experience of the firm with providing relevant architectural/engineering design and construction administration services in other similar size and types of projects.

2. Qualifications and experience of the assigned personnel in other similar size and types of projects.
3. Ability to perform services on time and within budget.
4. Experience and knowledge of the physical environment of the City, or similar area.
5. Ability to provide all required services and assimilate additional workloads.
6. Firm's major claim and litigation history for past five (5) years.
7. Any other information included within or developed from the firm's response. By submitting an SOQ, a firm will acknowledge that the City may conduct inquiries into the background and experience of the firm.

Selection Procedure:

1. All qualification statements will be reviewed by a review committee (the Committee) composed of three or four members as designated by the Mayor.
2. The Committee shall review each SOQ to ensure it meets the requirements of this RFQ.
3. The Committee may conduct interviews with all or certain selected Interested Firms, as the Committee deems appropriate and in the City's best interests.
4. The Committee, shall then identify and develop an initial recommended ranking of at least three (3) of the responding firms, in order of preference, who are deemed to be the most highly qualified to perform the required professional services. The Committee will make the selections primarily on the basis of the response to this SOQ and any further information received from respondents if interviewed. Although information additional to that requested in this SOQ may be provided by respondents, any consideration of this information shall be at the discretion of Committee. The City Clerk will present the Committee recommendations to the City Commission. The City Commission will then be requested to review the Committee's recommended ranking and make a final decision on the ranking.
5. The City reserves the right not to use a review committee and instead have all SOQs considered and ranked by the City Commission.
6. The City will negotiate a Continuing Contract for Services (without a fixed term) and subsequent design task authorizations with the top ranked firm for professional services at a compensation the City determines is fair, competitive and reasonable. Should the City be unable to negotiate a satisfactory contract with the first ranked firm, negotiations will be terminated with that firm and negotiations then will be initiated with the second most qualified firm. Should the City be unable to negotiate a satisfactory contract with the second most qualified firm, negotiations with that firm will be terminated and negotiations then will be initiated with the third most qualified firm. Should the City be unable to negotiate a satisfactory contract with any of the selected firms, then the City may select additional firms and continue negotiations until a satisfactory contract is reached, or it may terminate all negotiations under this RFQ and proceed with the Project by whatever other appropriate means it may elect.
7. The negotiated Continuing Contract for Services, and all subsequent design task authorizations, shall be presented to the City Commission for final approval. Subsequent specific design task authorizations will be negotiated for each component of the Municipal Civic Center project which the City, in its sole discretion, may choose to pursue.
8. The terms and conditions of each task order authorized under the Continuing Contract for Services may be either based on a fixed price, percent of construction, or hourly rates plus expenses. The City will be the sole arbiter on which method of compensation will be used on any individual task authorization. The Architect/Engineering Firm's negotiated fee is to be for completing the scope of work detailed in authorized task order. Prior to being awarded the Continuing Contract for Services, the winning firm must

provide proof of insurance that meets the Risk Management Requirements included with this RFQ.

PROJECT SCOPE, GOALS and REQUIREMENTS

The following specification of SCOPE, GOALS and REQUIREMENTS are included for the limited purpose of giving interested firms a general concept of the City's current intentions for the project and a preview of selected, but not all, terms and conditions which the City intends to include in a Continuing Contract for Services with the successful firm. During negotiations the City may remove, make additions to or modify any of the following specifications. The purpose of this solicitation is to seek SOQ from interested and qualified firms; the purpose of the following specifications is merely to give potentially interested firms a general idea of the City's plans and requirements.

General Scope:

Task Authorization Scope:

Phase 1. Municipal Civic Center Site Plan Design:

- a. Review existing site for Project suitability
- b. Develop or update for current/future needs of City
- c. Consider construction phasing requirements
- d. Prepare the site plan

Phase 2. Design Municipal Civic Center facility:

- a. Auditorium with seating capacity of approximately 500 persons
- b. Separate Commission Chambers
- c. Multiple office suites
- d. Lobby area with restrooms

Scope includes design of Civic Center infrastructure including, but not limited to, parking and vehicular use facilities, stormwater facilities, outside lighting, signage, water, sewer, and reclaimed water facilities, natural or propane gas and electrical facilities, communications facilities, landscaping and irrigation, etc.

Phase 3. Construction management/overseeing construction of facilities.

Building design shall consist of all facilities necessary to meet the needs of the City and public to include but not limited to civil, structural, MEP, IT, and security design and specifications. All Municipal Civic Center buildings and facilities shall be designed as essential facilities (FEMA Category IV).

The successful firm shall be responsible for preparing complete and competent applications for all applicable building and environmental permitting of all components of every phase or task of the project - federal, state and local – and assist the City with all responses. The City will be the applicant and pay permit fees.

The successful firm shall be responsible for coordinating input from responsible and affected City staff and users. Upon the City's request, the successful firm may become responsible for organizing and facilitating public presentations and analysis of public input.

The initial phase – site plan design is to be completed within 90 calendar days after execution of the Continuing Contract for Services and initial task authorizations. The City will always reserve the right to change priorities, eliminate tasks, add tasks, or otherwise modify the scope

provided that the firm is equitably paid for work performed prior to modification. In brief, the City anticipates the project will naturally evolve as time passes and available resources change.

Project Goals:

1. Good teamwork between City staff, the users, and Architect/Engineering Firm's team.
2. A high quality project when completed, that incorporates use of modern energy and environmental design to the maximum extent possible.
3. Continued implementation of the Municipal Civic Center site plan, updated as appropriate, that is aesthetically pleasing, makes efficient use of available space and is user-friendly.
4. Functional, aesthetically pleasing, buildings and facilities that will meet the needs of the City and provide efficient service to users of the City services.
5. Develop well designed improvements that exceed user requirements and expectations.

Project Requirements:

General:

The City is looking for an Architect/Engineering Firm with experience in designing and administering construction of commercial buildings or governmental facilities for a Municipal Civic Center project. The Architect/Engineering Firm must have been the principle firm in charge of the design and administration of construction of similar facilities. The design team shall be responsible for complete design including surveying, verifying existing site conditions, geotechnical investigations, permitting, coordination with other agencies, engineering plans, construction drawings, technical specifications, and all other work associated with complete design of the building(s) approved in each task authorization. The City shall pay for all permit fees. The design work contemplated by each task authorization shall be completed within 90 calendar days of the Notice to Proceed date. The design shall be reviewed and approved by the City's Mayor or his designee at the conceptual/schematic, 30%, 60%, 90% and final design phases. The 60% design shall be completed within 120 days of the Notice to Proceed date.

Performance Standards:

The design shall be consistent with all federal and state standards. Given the City's proximity to the Gulf of Mexico, each facility shall be designed as an essential facility (Category IV) for increased hurricane survivability. The project shall be designed and constructed in accordance with the following standards:

- Latest addition of the Florida Building Codes to include all appropriate ADA requirements.
- FDEP Rule 62-346 Environmental Resource Permitting in Northwest Florida.
- City of Springfield Land Development Regulation.

Surveying:

All survey work required for the project shall be the responsibility of the Architect/Engineering Firm and will be reviewed by the City's Mayor or his designee as part of the design submittal process.

Geotechnical Services:

The design team is responsible for identifying and performing any geotechnical investigation, analysis, and design dictated by the project needs. Geotechnical work and findings shall be documented in a report, and a signed and sealed copy provided to the City's Mayor.

Threshold Inspection (When Required):

The Architect shall be responsible for developing a structural inspection plan for use by a Threshold Inspector during construction. The City will hire the Threshold Inspector. The Architect

shall also coordinate all inspections to meet the requirements of the Florida Building Code and assure the building meets the specifications supplied by the Architect.

Utility Coordination:

The Architect/Engineering team is responsible for all utility coordination, which includes but is not limited to:

1. Ensuring that utility coordination and design is conducted in accordance with the City's standards, policies, procedures, and design criteria.
2. Identifying all existing utilities and coordinating any new installations.
3. Scheduling utility meetings, preparing and distributing minutes for all utility meetings, and ensuring expedient follow-up on all unresolved issues.
4. Distributing all plans, conflict matrixes and changes to affected utility owners and making sure this information is properly coordinated.
5. Identifying and coordinating the completion of any City or utility owner agreement that is required for reimbursement, or accommodation of the utility facilities associated with the project.
6. Resolving utility conflicts.
7. Incorporating utility plans in the construction plans.

Meetings:

The City will chair the Kickoff Meeting. Subsequent to that meeting, the A/E team shall be responsible for scheduling, organizing, preparing agendas for, running (chairing) and recording all meetings necessary for design, as well as preparing and distributing meeting minutes. Meetings to be held include, but are not limited to:

- Project Kick-off meeting with City Staff
- Design Review meetings with City Staff at the conceptual/schematic, 30%, 60% and 90% phases of design
- Meetings with Key Stakeholders, and other agencies as necessary to determine user requirements
- Coordination meetings with Utility Companies, Permitting Agencies, etc.
- Pre-Bid Meeting
- Monthly Design Progress Update Meetings

Construction Plans and Specifications, Preparation, Review, and Approval:

Plans shall be submitted to the City's Mayor for review and coordination at the conceptual/schematic, 30%, 60% and 90% phases of design. Three (3) copies of the plans shall be submitted for each phase, all on D-size paper. Specifications shall be provided as a Table of Contents list with the 60% plan submittal, with full specifications provided with the 90% submittal. The plans and specifications shall be submitted a minimum of 15 working days prior to the corresponding design review meeting with City staff. The final set of plans and specifications shall be signed and sealed by the Architect/Engineering team's Architect in responsible charge of design. Two (2) signed and sealed copies of the final plans shall be submitted to the City Director on D-size paper. Additionally, a digital set of final plans shall be submitted on digital media acceptable to the City in .dwg file format to the Mayor. The specifications shall be submitted to the Mayor with the 90% plans. Additional sets of 100% plans and specifications will be required by the City for the Development Order application. A reproducible copy of plans and specifications releasable for bidding shall be provided to the City.

Design Documentation and Computations:

The design team shall submit with the final plans the design notes and computations to document the design conclusions reached during the development of the construction plans. The design notes and computation sheets shall be fully titled, numbered, dated, indexed, and signed by

the designer. Computer output forms and other oversized sheets shall be folded to a standard size 8½" x 11". The design notes and calculations shall include, but are not limited to:

1. Design standards used for the project
2. Documentation of decisions reached resulting from meetings, telephone conversations or site visits

Progress Reporting:

The design team shall provide a written monthly progress report and updated project schedule each month on or before the last work day of the month to the City's Mayor or his designee, describing the work performed during the month and any items of concern. In addition to the monthly report the Architect/Engineering Firm shall host progress meeting to discuss 30%, 60%, 90% and final submittals at a location to be determined by City staff.

Permitting:

The design team shall be responsible for identifying all required permits, preparing complete permit application packages and obtaining the permits. The City will pay all permit application fees. The design team shall act as the City's authorized representative for permitting purposes only. If any agency rejects or denies the permit application, the design team shall be responsible for making the changes necessary to ensure the permit is approved. Any fines levied by permitting agencies shall be the responsibility of the design team. Permits may include, but are not limited to:

- NFWFMD Environmental Resource
- FDEP NPDES
- FDEP Water and Wastewater

Any requests by the Firm for extension of contract time due to permitting delays must be submitted in writing to the Mayor. The Mayor has the authority to make a determination to grant a non-compensable time extension for any impacts beyond the reasonable control of the Firm in securing permits. Furthermore, as to any such impact, no modification provision will be considered by the Mayor unless the Firm clearly establishes that it has continuously from the beginning of the project aggressively, efficiently and effectively pursued the securing of the permits including the utilization of any and all reasonably available means and methods to overcome all impacts.

Clarification and Conflict Resolution Procedures:

The resolution of issues/problems during design will be processed in the following way: If the resolution does not change the original intent of the SOQ, the Continuing Contract for Services and the applicable task order, then the Architect of Record will be responsible for developing the design solution to the issue/problem and the Mayor will be responsible for review and response within 10 working days. The Mayor will have the final authority on all design and construction decisions. Questions may be expressed verbally and followed up in writing. The design team shall provide any available supporting documentation. If the resolution changes the original intent of the SOQ, the design team shall submit the proposed resolution in writing to the Mayor. The Mayor will review and process the proposed resolution as a claim and/or change order.

Construction Engineering and Inspection (CEI) Services:

The City shall provide daily visits during the normal work week by construction observers to document work activities and progress. During construction the Architect/Engineering Firm shall review the installation of materials not less than twice a week, and more often during periods of critical construction where work could be later covered or not visible for routine scheduled inspections. The review is to assure that the contractors are installing specified materials in the manner of which it is intended. Reviews are to be conducted by architects/engineers, or delegated

staff, competent to review work of trades engaged in the construction at that time. Report any deficiencies in writing to the designated City employee.

Material Submittals & Shop Drawings:

During construction the Architect shall be responsible for the approval of all material submittals and Shop Drawings. Shop Drawings shall be submitted to the Architect and shall bear the stamp and signature of the Specialty Engineer. The Architect will review the Shop Drawing(s) to evaluate compliance with project drawings and specifications and provide any findings to the City. The City will review the records of the Architect to assure that the Architect has both accepted and signed the submittals. It will be the Architect's responsibility to notify the City of any specification or drawing changes that create a need for drawing or specification changes. The City's review is not meant to be a complete and detailed review. Component submittals must be accompanied by sufficient information for adjoining components or areas of work to allow for proper evaluation of the component submitted for review.

Procurement:

The Architect/Engineering Firm and the City shall ensure that any procurement involving funds reimbursable or payable by FEMA complies with all applicable Federal and State laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"). Additional requirements, guidance, templates and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: <https://www.fema.gov/procurement-disaster-assistance-team>

If the Architect/Engineering Firm contracts with any contractor or vendor for performance of any portion of the work required under the negotiated Continuing Contract for Services, the Architect/Engineering Firm must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Florida Division of Emergency Management, its employees and/or their contractors, and the City and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

All contracts must conform to the uniform standards for procurement found in 2 C.F.R §§ 200.317-.326 and Appendix II, as well as §287.057 and §288.703, Florida Statutes.

Mandatory Contract Provisions

This is an acknowledgement that FEMA financial assistance may be used to fund the Contract for Continuing Services and future construction contracts. The awarded Architect/Engineering Firm will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. The Federal Government is not a party to the awarded contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract. Any contract awarded by the City must contain the applicable provisions outlined in Appendix II to 2 CFR Part 200, attached hereto as Attachment 1.

PUR7068 - Public Entity Crime Form

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

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

1. This sworn statement is submitted to

by _____

for _____

whose business address is

_____ and (if applicable) its Federal

Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this
sworn statement:

2. I understand that a “public entity crime” as defined in Paragraph 287.133 (1)(g), Florida
Status, means a violation of any state or federal law by a person with respect to and
directly related to the transaction of business with any public entity or with an agency or
political subdivision of any other state or of the United States, including, but not limited to,
any bid or contract for goods or services to be provided to any public entity or an agency or
political subdivision of any other state or of the United States and involving antitrust, fraud,
theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without and adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter in to a binding contract and which bids or applied to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. 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 Office 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 vender 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 THE 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

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

Notary Public

Personally known _____ OR produced identification _____

Notary Public- State of _____

My commission expires _____

[printed, typed or stamped commissioned name of notary public]

End of PUR 7068

DRUG FREE WORKPLACE
§ 287.087, Florida Statutes

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals; which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature _____

ANTI-COLLUSION STATEMENT RFQ 21-01

The bidder by affixing his/her signature to this form agrees to the following: "Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

Company: _____

Street Address: _____

City, State & Zip Code: _____

Telephone: _____

Fax Number: _____

Contact Person: _____

Contact e-mail address: _____

Print Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Title: _____ Date: _____

CONFLICT OF INTEREST STATEMENT RFQ 21-01

STATE OF _____)
COUNTY OF _____)

Before me, the undersigned authority, personally appeared _____, who was duly sworn, deposes, and states:

1. I am the _____ of _____ with a local office in _____ and principal office in _____.
2. The above-named entity is submitting an Expression of Interest for the City of Springfield project described as: **Municipal Civic Center.**
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of the City of Springfield.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Springfield.

10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Springfield in writing.

Dated this ____ day of _____, 2021.

Signature

Sworn to and subscribed before me this ____ day of _____, 20__ by _____, as _____ for _____ . He/she is personally known to me or produced a _____ as identification.

[SEAL]
Notary Public Signature

Notary Public Printed Name: _____

ATTACHMENT 1

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

This is an acknowledgement that FEMA financial assistance will be used to fund the Agreement, as well as any other available funding from the federal government or the State of Florida. The awarded firm will comply with all applicable state and federal law, regulations, executive orders, FEMA policies, procedures, and directives. The Federal Government is not a party to the awarded contract and is not subject to any obligations or liabilities to the non-Federal entity, firm, or any other party pertaining to any matter resulting from the contract. The firm acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the firm's actions pertaining to this Agreement.

Federal requirements include, but are not limited to, the following. In the event that the parties confirm that certain requirements do not apply to certain tasks, the parties will stipulate to that in the Agreement or task order.

REMEDIES

The parties are entitled to all available legal remedies under Florida law for a breach of this Agreement or for a breach of A/E's standard of care.

PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this Agreement, A/E shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired: (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

TERMINATION FOR CONVENIENCE

The CITY may terminate any awarded contract at any time for any reason by giving at least thirty (30) days' notice in writing to the awarded bidder. If the contract is terminated by the CITY as provided herein, the awarded bidder will be entitled to receive payment for those services reasonably performed to the date of termination.

TERMINATION FOR CAUSE

If the awarded bidder fails to comply with any of the terms and conditions of the awarded contract, CITY may give notice, in writing, to the awarded bidder of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, CITY may, with no further notice, declare the awarded contract to be terminated. The awarded bidder will thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by CITY by reason of the awarded bidder's failure to comply with the awarded contract.

Notwithstanding the above, the awarded bidder is not relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this Agreement by the awarded bidder and CITY may withhold any payments to the awarded bidder for the purpose of setoff until such time as the amount of damages due CITY from the awarded bidder is determined.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

A/E shall with regard to its subcontracts to be let take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

EQUAL OPPORTUNITY CLAUSES

Compliance with Regulations: The awarded bidder shall comply with the Acts and the Regulations relative to Nondiscrimination in federally-assisted programs, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

During the performance of any awarded "federally assisted contracts" the awarded bidder agrees as follows:

(1) A/E will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. A/E will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. A/E agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) A/E will, in all solicitations or advertisements for employees placed by or on behalf of A/E, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) A/E 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 by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) A/E 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.

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

(6) In the event of A/E's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and A/E may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided bylaw.

(7) A/E will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. A/E will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event A/E becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, A/E may request the United States to enter into such litigation to protect the interests of the United States.

COMPLIANCE WITH DAVIS-BACON ACT

(1) A/E shall comply with 40 U.S.C. § 3141 – 3144 and 3146 - 3148, as supplemented by Department of Labor regulations 29 C.F.R. pt. 5 as may be applicable, which are incorporated by reference into this Agreement.

(2) Subcontracts. A/E or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT

(1) A/E shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.

(2) Subcontracts. A/E or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime

contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT 40 U.S.C. 3702 AND 3704, AS SUPPLEMENTED BY DEPARTMENT OF LABOR REGULATIONS (29 CFR PART 5)

Compliance with the Contract Work Hours and Safety Standards Act.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The A/E and its subcontractors shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit

Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

CLEAN AIR ACT

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

FEDERAL WATER POLLUTION CONTROL ACT

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

ENERGY EFFICIENCY AND CONSERVATION ACT

A/E agrees to comply with all applicable standards, orders or regulations issued pursuant to the Energy Policy and Conservation Act (42 U.S.C. 6201) and the provisions of the state Energy Conservation Plan adopted pursuant thereto.

ACCESS TO RECORDS

THE FOLLOWING ACCESS TO RECORDS REQUIREMENTS APPLY TO THIS AGREEMENT:

- (1) A/E agrees to provide the CITY, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) A/E agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) A/E agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

DHS SEAL, LOGO, AND FLAGS

A/E shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

Program Fraud and False or Fraudulent Statements or Related Acts.

A/E acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to A/E's actions pertaining to this Agreement.

SUSPENSION AND DEBARMENT

(1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such A/E is required to verify that none of the A/E, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

(3) This certification is a material representation of fact relied upon by the CITY. If it is later determined that A/E did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida Division of Emergency Management and the CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

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

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

Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

CONFLICTS OF INTERESTS; GIFTS

The parties have followed and agree to continue to follow Chapter 112, Florida Statute, standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts; the standards regarding solicitation and/or acceptance of gratuities, favors, or anything of monetary value from contractors or parties to subcontracts; and for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

FLORIDA E-VERIFY

A/E must comply with Florida's E-Verify law for Public Employers, Contractors, and Subcontractors provided by Florida Statute 448.095, regardless of whether the Effective Date of this Agreement precedes the effective date of the statute. The Statute requires, in part, that every public employer, contractor, and subcontractor shall register with and use the E-Verify system to

verify the work authorization status of all newly hired employees. Further, it requires that a public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the contractor shall maintain a copy of such affidavit for the duration of the contract.

Prohibition against contracting with scrutinized companies (Florida Statute 287.135)

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

(a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or

(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
2. Is engaged in business operations in Cuba or Syria.

The CITY may terminate this Agreement if A/E is found to have submitted a false certification as provided under subsection (5) of Florida Statute 287.135, 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 been engaged in business operations in Cuba or Syria as provided by Florida Statute 287.135.

All covenants, agreements, representations, and warranties made herein, or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.