



## **CORAL SPRINGS IMPROVEMENT DISTRICT**

**Request for Qualifications (RFQ) # 2023-08**

**for**

**Water/Wastewater Plant Wind Hardening – (CCNA)  
(HMGP)**

**Publication Dates:**

Sun-Sentinel – November 27, 2023

Sun-Sentinel – December 4, 2023

**Pre-Proposal/Evaluation Committee/Bid Opening Meeting Location:**

Coral Springs Improvement District

**Board Room**

10300 NW 11<sup>th</sup> Manor

Carol Springs, FL 33071

**Responses Due: January 25, 2024 @ 10:00 AM Eastern Time (ET)**

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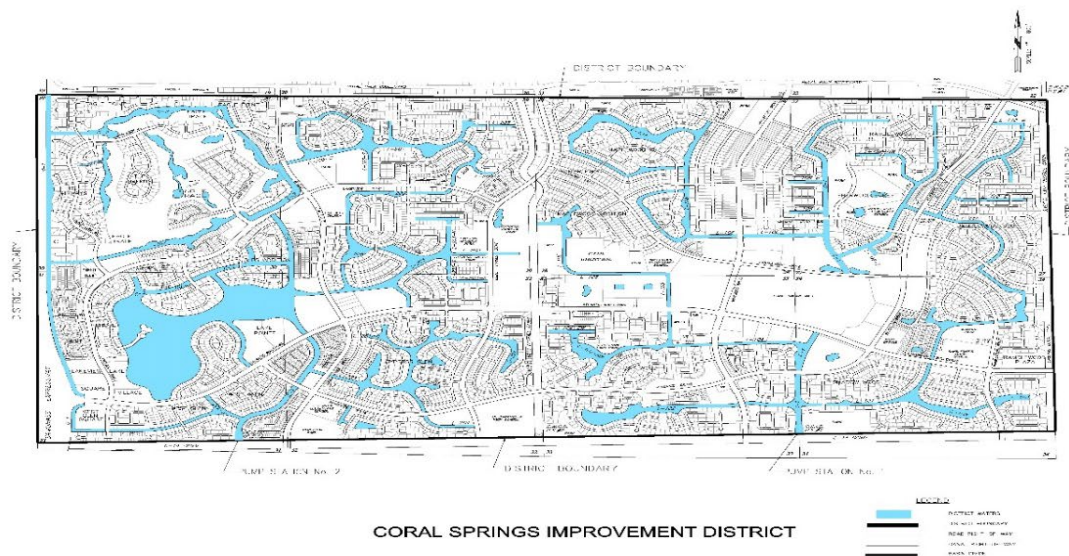
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## Section 1.0 – Introduction

### 1.1 Overview

Coral Springs Improvement District (District) is a special-purpose local government serving an area of north-west Broward County, FL. A map of the District is provided below.



The District invites qualified professionals to respond to this Request for Qualifications (RFQ) to provide design services for the wind hardening of six (6) water and wastewater plant buildings Water/Wastewater Plant Wind Hardening – HMGP CCNA. The District desires to enter into an agreement with a qualified, responsive firm, and other factors to be considered, that represents the best overall value to the District.

### 1.2 Minimum Qualifications

Pursuant to Florida Statutes Section 287.055, "Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services", the Coral Springs Improvement District ("District") invites qualified consulting firms to submit Statements of Qualifications to provide architectural and/or engineering services to the District in response to this Request for Qualifications (the "RFQ").

The qualifications and selection of consultants shall be in accordance with Florida Statutes Section 287.055.

Interested consulting firms or individuals must be qualified pursuant to Florida law. The selected consultants must be currently licensed to practice in the State of Florida, as required by law.

A firm may submit only as a prime.

All firms, to include sub-consultants, shall be State of Florida licensed professionals. Architect and Engineering firms shall be Florida licensed firms. Architects shall hold a Florida Professional Architect license. Engineers shall hold a Florida Professional Engineer's license. Surveyors shall hold a Professional Land Surveyor's License. All professional services to be provided under the awarded contract shall be performed by Professionals licensed to practice in the State of Florida and in strict compliance with the Consultant's Competitive Negotiation Act, 287.055 F.S. (CCNA). Consultants providing services under this contract shall at all times be knowledgeable of the limiting thresholds of the CCNA statutes and shall ensure that full compliance therewith is maintained at all times.

### 1.3 Schedule

While it is the District's intent to strictly adhere to the following schedule, modifications may be required. Adjustments will be communicated in an addendum if necessary. All times listed below are in Eastern Time (ET).

	Date	Time
Public Advertisement	November 27, 2023 December 4, 2023	
Release Date/Time	November 27, 2023	12:00 PM
Mandatory Pre-Bid and Site Visit Meeting Date/Time:	December 19, 2023	11:00 AM
Written Questions and Inquires are Due on or Before:	December 27, 2023	3:00 PM
Addenda as Responses to Questions Shall be Issued on or Before:	January 3, 2024	
Qualifications Package Submission Deadline Date/Time	January 25, 2024	10:00 AM
Evaluation Committee Meeting	January 31, 2024	10:00 AM
Presentation Meeting and Final Ranking (if req'd)	February 6, 2024	11:00 AM
Negotiation Meeting (if req'd)	February 14, 2024	10:00 AM
Recommendation for Award	February 26, 2024	

## 1.4 Point of Contact during Cone of Silence

All communication concerning this RFQ should be issued in writing, contain the RFQ number (RFQ # 2023-08) in the subject line, and be directed solely to the point of contact at the email address below. To ensure professionals receive all relevant communications pertaining to this RFQ, Professionals are encouraged to submit a request of inclusion on the interested parties list.

**Name: Danielle Keira-Cancel**

**Title: Procurement Manager**

**Email: daniellec@csidfl.org**

This solicitation is subject to the Florida Cone of Silence Laws, specifically Broward County Code ARTICLE XIII – LOBBY ACTIVITIES Sec. 1-266.- Cone of Silence. Communication outside of authorized avenues is prohibited and may be subject to legal remedies. This would include any District Board Member, all other District employees, and any non-employee appointed to evaluate or recommend selection in such a procurement process.

The Cone of Silence shall terminate at the time the district awards or approves a contract, votes to reject all bids or responses, or otherwise acts which ends the solicitation or other procurement process.

## 1.5 Award

The District intends to secure a contract for Phase I of a Water/Wastewater Plant Wind Hardening HMGP project. Consultants must develop qualification proposals in a format acceptable to the District. Requests for Qualifications shall be in compliance with the State of Florida Competitive Consultants Negotiations Act, (CCNA) FS Chapter 287.055. **Pricing is not submitted as a part of this evaluation process for submitted qualification proposals.**

## 1.6 Right of Assignment

For the term of the contract, and any mutually agreed extensions pursuant to this RFQ, the Contractor permits the District to authorize use of this procurement by other local agencies that may otherwise be adversely affected without access to the services contracted. The District reserves the right to ensure all District needs are satisfied before extending use of the contract to other agencies.

## 1.7 Irrevocable Offer

Contractor commits that a negotiated proposal offered in response to this solicitation guarantees a firm and irrevocable offer for a period of ninety (90) days from date of submission deadline. This period may be extended by the District as necessary to facilitate contract award. Professionals may submit a written request to withdraw their qualification proposals prior to the submission deadline or after the ninety (90) day irrevocable offer period expires otherwise the proposal shall remain firm until an award is announced.

## 1.8 Conflict of Interest

Contractor confirms that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required to be performed under the contract.

## 1.9 Disadvantaged and Small Business Enterprises

The District is committed to fostering the continued development and economic growth of small and disadvantaged business enterprises. To this end, the participation by small and disadvantaged business enterprises in this solicitation as both prime professionals and subcontractors is encouraged.

## 1.10 Provisions for Federally Assisted Projects

FEMA and other Federal agencies provide disaster-related assistance through various financial assistance programs. These programs generally require compliance with one or more applicable laws, including laws that govern procurement procedures. Section 5.0 of this RFQ includes the required provisions pertaining to this solicitation. By submitting a proposal, the firm certifies that it will comply with the Required Contract Provisions for federally funded projects as set forth in Section 5.0"



## Section 2.0 – Procurement Process and Proposal Requirements

This section includes general instructions designed to ensure all Professionals understand the procurement process for this RFQ and develop qualification proposals in a format acceptable to the District. Requests for Qualifications shall be in compliance with the State of Florida Competitive Consultants Negotiations Act, (CCNA) FS Chapter 287.055. **Pricing is not submitted as a part of this evaluation process for submitted qualification proposals.**

### 2.1 Question Submission

Professionals are encouraged to submit questions or requests for clarification to ensure a full understanding of the proposal requirements and the scope of services requested. Questions must be directed to the point of contact identified in Section 1.4 and in adherence with the schedule outlined in Section 1.3.

### 2.2 Addenda

If the District finds it necessary to supplement, clarify, or modify any portion of this RFQ, a written addendum will be issued to interested parties and incorporated into the bidding docs. Professionals will be required to acknowledge receipt of any addenda on the included addenda acknowledgment form.

### 2.3 Reserved Rights

The District reserves the right to accept or reject all qualification proposals, with or without cause, when doing so is perceived in the best interest of the District. The District reserves the right to waive technicalities or request additional information or clarification from Professionals. The District reserves the right to accept the proposal which, in its sole judgement, best serves the interest of the District.

This RFQ does not constitute a guarantee from the District.

### 2.4 Mandatory Pre-Proposal Meeting and Site Visit

Any Professionals interested in submitting a bid for this RFQ# 2023-08 must attend the mandatory pre-proposal meeting indicated in Section 1.3 on the schedule. Immediately following the pre-bid meeting, the site visit will begin to answer any questions that proposers may have regarding the site and scope of service. **Only one (1) pre-proposal meeting will be held. You must sign-in on the sign-in sheet for your attendance to be counted. Failure to attend the Mandatory**

**Pre-Proposal meeting will result in your bid not being accepted or opened at the bid submission deadline date and time.**

## 2.5 Contract

It is the intent of the District to award a contract to the Contractor that is deemed responsive and best serves the interest of the district. A sample contract has been included as a supplement to this RFQ. Professionals must be willing to accept the terms and conditions contained within. Professionals are not permitted to modify the terms or conditions of this contract and any effort to suggest or otherwise do so may be grounds for disqualification.

## 2.6 Evaluation Criteria

An Evaluation Committee (EC) will be created and will be responsible for selecting the most qualified firm and then negotiating a contract. The Proposers with the highest-ranked submittals may be asked to make a detailed presentation of their product/service to the EC.

All Proposers are advised that in the event of receipt of an adequate number of qualification proposals which in the opinion of the EC require no clarification and/or supplementary information, such qualification proposals may be evaluated without discussion or oral presentations. Hence, qualification proposals should be initially submitted on the most complete and favorable terms which Proposers are capable of offering to the district. Evaluation Points shall be assigned to each proposer by each member of the EC. If oral presentations are not required, the EC's weighted scores shall serve as the final determination of rank.

At the EC's discretion, the highest-ranked firms may then be short-listed and may be asked to provide oral presentations. If oral presentations are requested, the EC will re-evaluate and re-rank the Proposers using the same scoring criteria.

The EC's revised weighted scores shall serve as the final determination of rank. The district reserves the right to enter into contract negotiations with the highest ranked Proposer or Proposers. If the district and the selected Proposer cannot negotiate a successful contract, the district may terminate such negotiations and begin negotiations with the next selected Proposer. No Proposer shall have any rights against the district arising from such negotiations.

Upon successful negotiation, the highest ranked firm(s) will be recommended to receive the contract award. The recommendation for the award will be considered by the Coral Springs Improvement District Board.

No work on this project shall proceed without written authorization from the district.

The District shall not request documentation of or consider a proposer's social, political, or ideological interests when determining if the proposer is a responsible vendor, nor will the selection committee or District Board of Supervisors give preference to a vendor based on the proposer's social, political, or ideological interests.

The table below provides factors for each of the scoring criteria:

<b>Criteria</b>	<b>Weight</b>
Firm's expertise and experience relative to the scope of services to be performed (Does the firm demonstrate that it has the capabilities and can successfully perform the standard and quantity of work required?)	40
Adequacy of firm's personnel and on-hand equipment relative to the scope of services to be performed (Does the firm have sufficient trained personnel and the quantities of equipment needed to maintain quality operations as indicated with Standard Form 330?)	30
Completeness and submitted proposal (Does the submitted proposal contain the information required by the RFQ document to be submitted? <u>Consulting Firms will receive one point per required completed form</u> listed in 2.9 Qualification Proposal layout Section 4)	15
References (Response from parties listed as references. Points may be deducted for incomplete or incorrect contact information being provided for references listed.)	15
<b>TOTAL</b>	<b>100</b>

Pursuant to Resolution 2018-20 Section 1(1.03) Services, In the event of tied bidders for services, the District Board of Supervisors may determine to reject the bids or divide the award for services equally if the services are divisible. If the services are not divisible but will be recurring, the Board may reject the bids or rotate the service award between the tied service providers.

The District shall not request documentation of or consider a proposer's social, political, or ideological interests when determining if the proposer is a responsible vendor, nor will the selection committee or District Board of Supervisors give preference to a vendor based on the proposer's social, political, or ideological interests.

## 2.7 Submission Requirements

Professionals are required to follow the submission requirements including proper adherence to proposal quantities, page limitations, and formatting. Deviation from these requirements may cause qualification proposals to be deemed nonresponsive.

- **Quantity** – Contractor must submit one (1) original proposal including original signatures, one (1) additional copy, and one (1) digital copy (USB drive). A redacted digital copy may also be included if the Contractor’s proposal contains information that may be exempt from applicable Florida Public Records Law.
- **Page Limits** – Contractor qualification proposals are limited to no more than seventy-five (75) pages excluding the required forms. Each sections’ page limits are further defined in Section 2.8 Proposal Layout.
- **Text and Page Format** – A page is defined as one (1) 8 ½” by 11” piece of paper with text on one side. Contractor may choose to print double-sided but should be aware that each printed side constitutes a page. Text must be in a font size no smaller than 11.
- **Production** – Qualification proposals must be bound in a manner that permits the proposal to lie flat when open. Staples or paperclips are not permitted.
- **Packaging** – Qualification proposals are to be enclosed in a box or properly sized envelope to ensure delivery in an undisturbed state. Each package should include a label on the exterior that identifies the package as a response to CSID RFQ# 2023-08.
- **Delivery** – **THE DISTRICT DOES NOT PARTICIPATE IN ONLINE BIDDING OR E-BIDDING. BIDS ARE TO BE MAILED OR HAND-DELIVERED TO CORAL SPRING SPRINGS IMPROVEMENT DISTRICT OFFICES located at 10300 NW 11<sup>th</sup> Manor, Coral Springs, FL 33071 Attn: Procurement Manager. ALL BIDS MUST BE RECEIVED BY THE DATE AND TIME INDICATED IN THE SCHEDULE OF SECTION 1.3. LATE, FAXED, AND/OR EMAILED BIDS TO ANY OTHER DISTRICT EMPLOYEE WILL NOT BE ACCEPTED.**

## 2.8 Preparation Costs

All costs associated with the development, production, and delivery of Contractor qualification proposals are solely those of the Contractor. The District will not reimburse any Contractor for expenses incurred during this procurement process. The Contractor also agrees that the District bears no responsibility for any costs associated with administrative or judicial proceedings resulting from this solicitation process.

## 2.9 Qualification Proposal Layout

Professionals are required to follow the proposal layout defined below to enable ease of review and evaluation consistency. Deviation from this format may cause qualification proposals to be deemed nonresponsive.

- **Executive Summary** – Provide a brief introduction to the Contractor, a summary of their qualifications, and the Contractor’s primary point of contact and authorized signatory. (2-page limit)

- **Table of Contents** – Provide a table of contents that identifies each section of the proposal and the corresponding page numbers. (1-page limit)
- **Section 1. Firm Qualifications and References** – Provide evidence that the Contractor meets the minimum qualifications identified in Section 1.2 and include your completed Standard Form-330 (REV. 7/2021) Architect/Engineer Qualifications for Prime and any subcontracted firms to be used. Include a minimum of three (3) references from clients whom the Contractor has provided similar services in the past five (5) years. References from Florida public entities are preferable.
- **Section 2. Key Personnel** – Completed Standard Form-330 (REV. 7/2021) Architect/Engineer Qualifications.
- **Section 3. Project Understanding and Approach** – Provide a comprehensive understanding of the services required and the Contractor’s means and methods for providing these services. (20-page limit)
- **Section 4. Required Forms** – Complete and include each of the required forms:
  - Attachment H: Certification Regarding Debarment, Ineligibility and Voluntary Exclusion
  - Attachment K: Byrd Anti-Lobbying Amendment Certification
  - Proof of active SAM.gov Unique Entity ID (UEI)
  - State of Florida Professional Engineer License (Include any Subcontractor’s License)
  - State of Florida Certification of Authorization (Include any Subcontractor’s License)
  - Drug Free Workplace Certification
  - E-Verify Affidavit
  - Conflict of Interest Disclosure Form
  - Qualification Statement
  - Bid Submittal Form for RFQ# 2023-08
  - Public Entity Crimes
  - Scrutinized Vendor Certification
  - Equal Employment Opportunity Certification
  - Non-Collusion Oath
  - Good Faith Affidavit

## 2.10 Assertion of Contractor Confidentiality

Professionals that desire to keep supplied information confidential must assert proprietary, trade secret, intellectual property, or otherwise confidential claims specific to those sections or subsections of their proposal. Professionals must provide statutory citation(s) supporting their claim of confidentiality. Simply identifying the entire proposal as confidential may be grounds for disqualification.

To facilitate public record requests required by Florida Public Records Law, the District may be required to disclose parts of or entire documents associated with this solicitation. Professionals that wish to keep confidential information private must provide the District with a redacted digital copy of their proposal. Failure to do so will constitute a waiver of claim and authorize the District to reproduce the entire un-redacted proposal as required.

## Section 3.0 – Terms and Conditions

The purpose of this RFQ is to engage a Contractor to complete Phase I of the Water/Wastewater Plant Wind Hardening HMGP project.

### 3.1 General

The Scope of Work, Plans and/or Specifications for services and/or goods and materials to be provided under this solicitation is described in Section 4.0 hereof. Any Plans associated with the service are referenced in the Scope of Services. The failure of the Proposer to direct the attention of the DISTRICT to errors or discrepancies will not relieve the Proposer, should Proposer be awarded the Contract, of the responsibility of performing the work to the satisfaction of the DISTRICT. **Please review Section 4.0 as it contains the full and complete Scope of Services.**

### 3.2 Warranties

Warranty of Title: The Successful Proposer warrants to the DISTRICT that all goods and materials furnished under the Contract will be new unless otherwise specified and that Successful Proposer possesses good, clear, and marketable title to said goods and there are no pending liens, claims or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.

Warranty of fitness for a Particular Purpose: The Successful Proposer warrants the goods shall be fit for and sufficient for the purpose(s) intended. The purpose for the goods covered by the Contract is intended is:

The Successful Proposer understands and agrees that the DISTRICT is purchasing the goods in reliance upon the skill of the Successful Proposer in furnishing the goods suitable for the above stated purpose. If the goods cannot be used in the manner stated in this Paragraph, then the DISTRICT, at its sole discretion, may return the goods to the Successful Proposer for a full refund of any and all moneys paid for the goods.

Warranty of Merchantability: The Successful Proposer warrants that the goods to be supplied pursuant to the Agreement are merchantable, of good quality and free from defects, whether patent or latent in material or workmanship.

Warranty of Performance: The Successful Proposer warrants that the goods are capable of doing the same or better-quality work than other goods of equal value operated under the same conditions.

Warranty of Product: The Successful Proposer warrants all products for a minimum of one year from the date of acceptance by the DISTRICT. If within one year after acceptance by the DISTRICT, or within such larger period of time as may be prescribed by law any of the products are found to be defective or not meeting performance standards with the Contract Documents, the Successful Proposer shall after receipt of a written notice from the DISTRICT to do so, (promptly replace the product unless the DISTRICT has previously given the Successful Proposer a written acceptance of such condition).

The Successful Proposer warrants to the DISTRICT that it will comply with all applicable federal laws, state laws, local laws, regulations, and orders in carrying out its obligations under the Contract.

The Successful Proposer warrants to the DISTRICT that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

The Successful Proposer warrants to the DISTRICT that the consummation of the work provided for in the Contract Documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which the Successful Proposer is a party.

The Successful Proposer warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the work of the Contract.

All warranties made by the Successful Proposer together with service warranties and guarantees shall run to the DISTRICT and the successors and assigns of the DISTRICT.

### 3.3 Risk of Loss

The risk of loss, injury, or destruction, regardless of the cause of the casualty, shall be on the Successful Proposer until the delivery of goods to the DISTRICT, and inspection and acceptance of the goods by the DISTRICT. Title to the goods shall pass to DISTRICT upon acceptance by DISTRICT.

### 3.4 Permits, Fees, and Notices

The Successful Proposer shall secure all permits and licenses which may be required for the proper execution and completion of the service. The Successful Proposer shall use its best efforts to obtain all necessary permits as soon as possible after the date of Notice to Proceed. Any delays in obtaining permits must be brought to the attention of the DISTRICT without delay.

The Successful Proposer shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. The DISTRICT shall not be responsible for monitoring the Successful Proposer's compliance with any laws or regulations. The District shall pay for any permit fees.

### 3.5 Cleaning Up

The Successful Proposer at all times shall keep the premises free from accumulation of waste materials or rubbish caused by Proposer's operations. At the completion of the service Proposer shall remove all waste materials and rubbish from and about the site as well as all tools, equipment, machinery and surplus materials. The site must be returned to original or better conditions post completion. At all times the successful Proposer shall comply with all specifications in Schedule C.

### 3.6 Conflict Resolution Process

In the event the Successful Proposer shall default in any of the terms, obligations, restrictions or conditions in the Contract Documents, the DISTRICT shall give the Successful Proposer written notice by registered, certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within twenty-four (24) hours thereof. In the event the Successful Proposer has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the DISTRICT, the DISTRICT shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case the Successful Proposer shall be liable for all procurement costs and any and all damages permitted by law arising from the default and breach of the Contract.



### 3.7 Termination for Convenience of District

Upon seven (7) calendar day's written notice delivered by certified mail, return receipt requested, to the Successful Proposer, the DISTRICT may without cause and without prejudice to any other right or remedy; terminate the agreement for the DISTRICT'S convenience whenever the DISTRICT determines that such termination is in the best interest of the DISTRICT. Where the agreement is terminated for the convenience of the DISTRICT the notice of termination to the Successful Proposer must state that the contract is being terminated for the convenience of the DISTRICT under the termination clause and the extent of termination. Upon receipt of the notice of termination for convenience, the Successful Proposer shall promptly discontinue all service at the time and extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the Contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the service.

### 3.8 Assignment

The Successful Proposer shall not assign or transfer its rights, title or interests in the Agreement nor delegate any of the duties or obligations undertaken by Successful Proposer without DISTRICT'S prior written approval.

### 3.9 Applicable Laws, Ordinance, Rules, Codes and Regulations

Familiarity with Laws: Notice is hereby given that the Successful Proposer must be familiar with all Federal, State and Local Laws, ordinances, rules, codes and regulations that may affect the work. Ignorance on the part of the Proposer will in no way relieve him from the responsibility of compliance therewith. The DISTRICT is providing the following list of references for the convenience of the Proposer. These requirements may apply under the appropriate circumstance. Inclusion herein does not constitute any waiver by the DISTRICT or any admission or agreement that these laws, orders or rules actually apply to this Product/material/service. Moreover, the list is not intended to be inclusive and omission shall not be a defense for a Proposer's, Contractor's or Subcontractor's failure to comply with applicable laws, ordinances, rules, codes or regulations:

Non-Segregated Facilities: The Successful Proposer and each subcontractor shall comply with the Certification of Non-Segregated Facilities supplied in the Bid Documents and this Certification shall be a part of the Bid Documents. By submission of a bid, the Proposer and all subcontractors certify that Proposer has become familiar with the certification and that he will comply with the requirements set forth in the Certification

Nondiscrimination and Equal Opportunity Employment: During performance of the contract, the successful Proposer agrees as follows:

- (a) The Successful Proposer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Successful Proposer shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: Employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Successful Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (b) In the event of the Successful Proposer's noncompliance with the nondiscrimination clauses of the contract or with any of such rules, regulations, or orders, the Contract may be canceled, terminated, or suspended in whole or in part without liability to DISTRICT.

### 3.10 Indemnification

GENERAL INDEMNIFICATION: To the fullest extent permitted by laws and regulations, Successful Proposer indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

Nothing contained herein is intended nor shall it be construed to waive District's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

### 3.11 Patent and Copyright Indemnification

Successful Proposer agrees to indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

## Section 4.0 – Scope of Services

### Statement of Purpose

The Coral Springs Improvement District (CSID) is seeking qualifications from firms to provide Architectural and Engineering (A&E) services for the design of wind hazard mitigation improvements to 6 buildings located at the CSID's water and wastewater plant at 10300 NW 11<sup>th</sup> Manor, Coral Springs, FL 33071. The scope of work includes but is not limited to the specification of impact rated windows and doors, design of structural modifications to accommodate impact rated windows and doors, design of protection for all other openings (louvers, vents and fans), design of structural modifications to existing building walls and roof, such as new roofing system, additional roof to wall connections, and additional wall reinforcement to comply with ASCE 7 and the Florida Building Code. This project is funded through the Hazard Mitigation Grant Program (HMGP) DR-4564-023-R, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

### 4.1 General

As a Hazard Mitigation Grant Program (HMGP) project, 32 windows, 25 doors and 21 louvers will be replaced with impact rated windows and doors or designed protection for all other openings such as louvers, vents, and fans. Additionally, the roofing system shall be redesigned to meet current Florida Building Code requirements, roof to wall connections improved and additional wall reinforcement designed to cause the structures to comply with ASCE 7 and the Florida Building Code.

## Section 5.0 – Special FEMA Provisions

The Project will be funded in part by federal funds. By submitting a proposal, the firm certifies that it will comply with the Required Contract Provisions for FEMA related projects as set forth in this Section 5.0.

This section 5.0 is included in the contract documents through incorporation in this RFQ

### 5.1 Equal Employment Opportunity

During the performance of this contract, in accordance with 41 C.F.R Chapter 60-1.4 (b) the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor 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, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other

forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) 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.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (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.
- (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.
- (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.
- (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.

- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (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.

## 5.2 Small Business Enterprise (SBE) Participation

The District's goal is to help small businesses participate in District's procurement and contract activities, to spur economic development and support small businesses, including women-owned and minority-owned businesses, and to successfully expand in the marketplace.

To ensure compliance of Small Business Enterprise Participation, the Contractor agrees as follows:

- **Contractor.** This solicitation will not contain a goal but shall require proposers to commit to self-assigned goals to individual Work Orders issued throughout the term of the Contract. The goal for individual Work Orders will be based on availability of SBE firms. The maximum goal that will be applied to any Work Order will be 25%.
- **At the time the proposal is submitted, the Prime Contractor shall identify all proposed SBE firms that will be utilized as subcontractors during the Contract on Bid Submittal Form for RFQ No. 2023-08**
- **The Proposer must provide proof that each firm to be utilized as a SBE prime or subcontractor is certified as an SBE by any other public entity AND indicate the percentage of work to be performed by the SBE.** Any SBE, women-owned, minority-owned unexpired certification from another public entity will satisfy this requirement.
- If the subcontracted SBE will utilize an SBE, the proposer must provide proof that the SBE is certified as an SBE by any other public entity AND indicate the percentage of work to be performed by the SBE.

- Prime professionals agree to notify District of any changes to proposed SBEs immediately in writing on their company letterhead. Prime professionals shall identify the new SBE and state the commitment of the percentage of work to be performed. The newly designated SBE shall also maintain and hold a certification from any other public entity. This certification shall be included with written notification to District.

### 5.3 Contract Work Hours and Safety Standards Act

To ensure compliance with the Contract Work Hours and Safety Standards Act, the Contractor agrees as follows:

- (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 \$27 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 Owner 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 Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime

Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

#### 5.4 Clean Air Act

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

#### 5.5 Federal Water Pollution Control Act

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

#### 5.6 Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor's, 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) The Contractor 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.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the Contractor 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 (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The Contractor 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.

## 5.7 Byrd Anti-Lobbying Amendment

- (1) The Contractor certifies to the Owner that it has not and will not use 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. *The Certification is provided as a required signature form.*

(2) Contractor will also ensure that each tier of subcontractor(s) shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures will be forwarded from tier-to-tier up to the Owner.

## 5.8 Procurement of Recovered Materials

- (1) In the performance of this contract, the Contractor 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, along with the list of EPA-designate items is available at EPA's Comprehensive Procurement Guidelines website.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

## 5.9 Access to Records

- (1) The Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), 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 Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

## 5.10 DHS Seal, Logo, and Flags

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

## 5.11 Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. The Contractor shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act

## 5.12 No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

## 5.13 Program Fraud and False or Fraudulent Statements or Related Acts

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.

## 5.14 Rights to Inventions Made Under a Contract or Agreement

As required by Federal program legislation, Contractor agrees to comply with the requirements of 37 C.F.R. 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 FEMA.

## 5.15 Prohibition on Contracting for Covered Telecommunications Equipment or Services

a. Prohibitions. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. Unless an exception applies, the CONTRACTOR and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

b. Exceptions. This Section does not prohibit CONTRACTOR from providing:

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

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles. By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: (ii). Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

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

d. The CONTRACTOR shall report the following information: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within ten (10) business days of submitting the information required of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. The CONTRACTOR shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

## 5.16 Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## 5.17 License and Delivery of Works Subject to Copyright and Data Rights

If applicable, the CONTRACTOR grants to DISTRICT, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, CONTRACTOR will identify such data and grant to the DISTRICT or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, CONTRACTOR will deliver to the CONTRACTOR data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by CONTRACTOR.

## 5.18 Personally, Identifiable Information

In accordance with 2 C.F.R. §200.303, regarding internal controls of a non-Federal entity, CONTRACTOR must guarantee the protection of all Personally Identifiable Information (PII) obtained. The program will enact necessary measures to ensure PII of all applicants is safeguarded as to avoid release of private information. If a CONTRACTOR or employee should experience any loss or potential loss of PII, the DISTRICT shall be notified immediately of the breach or potential breach.

## 5.19 Rights in Data

Except if otherwise agreed to in writing, the DISTRICT shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by CONTRACTOR pursuant to the terms of this solicitation, including but not limited to reports, memoranda or letters concerning the research and reporting tasks required.

## 5.20 Inspection and Acceptance

a. The DISTRICT has the right to review, require correction, if necessary, and accept the work products produced by the CONTRACTOR. Such review(s) shall be carried out within thirty (30) days so as to not impede the work of the CONTRACTOR. Any product of work shall be deemed accepted as submitted if the DISTRICT does not issue written comments and/or required corrections within thirty (30) days from the date of receipt of such product from the CONTRACTOR.

b. The CONTRACTOR shall make any required corrections promptly at no additional charge and return a revised copy of the product to the DISTRICT within seven (7) days of notification or a later date if extended by the DISTRICT.

c. Failure by the CONTRACTOR to proceed with reasonable promptness to make necessary corrections shall be a default. If the CONTRACTOR's submission of corrected work remains unacceptable, the DISTRICT may terminate the resulting contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

## 5.21 Documentation of Costs

All costs shall be supported by properly executed payrolls, time records, invoices, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents, pertaining in whole or in part to the Agreement, shall be clearly identified and regularly accessible

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## Title 2 – Grants and Agreements

### Subtitle A – Office of Management and Budget Guidance for Grants and Agreements

#### Chapter II – Office of Management and Budget Guidance

#### Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

#### Subpart D – Post Federal Award Requirements

Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.

Authority: 31 U.S.C. 503

Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

#### Procurement Standards

§ 200.317 Procurements by states.

§ 200.318 General procurement standards.

§ 200.319 Competition.

§ 200.320 Methods of procurement to be followed.

§ 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

§ 200.322 Domestic preferences for procurements.

§ 200.323 Procurement of recovered materials.

§ 200.324 Contract cost and price.

§ 200.325 Federal awarding agency or pass-through entity review.

§ 200.326 Bonding requirements.

§ 200.327 Contract provisions.

#### PROCUREMENT STANDARDS

#### § 200.317 Procurements by states.

When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with §§ 200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by § 200.327. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in §§ 200.318 through 200.327.

#### § 200.318 General procurement standards.

- (a) The non-Federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The non-Federal entity's documented procurement procedures must conform to the procurement standards identified in §§ 200.317 through 200.327.

- (b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- (c)
  - (1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.
  - (2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
- (d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
- (e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.
- (f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
- (g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.
- (h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also § 200.214.

- (i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- (j)
  - (1) The non-Federal entity may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of:
    - (i) The actual cost of materials; and
    - (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.
  - (2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.
- (k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[85 FR 49543, Aug. 13, 2020, as amended at 86 FR 10440, Feb. 22, 2021]

## § 200.319 Competition.

- (a) All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and § 200.320.
- (b) In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:
  - (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
  - (2) Requiring unnecessary experience and excessive bonding;
  - (3) Noncompetitive pricing practices between firms or between affiliated companies;
  - (4) Noncompetitive contracts to consultants that are on retainer contracts;
  - (5) Organizational conflicts of interest;



- (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.
- (c) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
- (d) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
  - (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
  - (2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- (e) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.
- (f) Noncompetitive procurements can only be awarded in accordance with § 200.320(c).

### **§ 200.320 Methods of procurement to be followed.**

The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and §§ 200.317, 200.318, and 200.319 for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.

- (a) **Informal procurement methods.** When the value of the procurement for property or services under a Federal award does not exceed the *simplified acquisition threshold (SAT)*, as defined in § 200.1, or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:
  - (1) **Micro-purchases** —

- (i) **Distribution.** The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of *micro-purchase* in § 200.1). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.
  - (ii) **Micro-purchase awards.** Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.
  - (iii) **Micro-purchase thresholds.** The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.
  - (iv) **Non-Federal entity increase to the micro-purchase threshold up to \$50,000.** Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with § 200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:
    - (A) A qualification as a low-risk auditee, in accordance with the criteria in § 200.520 for the most recent audit;
    - (B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,
    - (C) For public institutions, a higher threshold consistent with State law.
  - (v) **Non-Federal entity increase to the micro-purchase threshold over \$50,000.** Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in paragraph (a)(1)(iv) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.
- (2) **Small purchases –**
- (i) **Small purchase procedures.** The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.

(ii) **Simplified acquisition thresholds.** The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.

(b) **Formal procurement methods.** When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with § 200.319 or paragraph (c) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:

(1) **Sealed bids.** A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

- (A) A complete, adequate, and realistic specification or purchase description is available;
- (B) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

- (A) Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
- (B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (C) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
- (D) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- (E) Any or all bids may be rejected if there is a sound documented reason.

(2) **Proposals.** A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

- (i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;
  - (ii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections;
  - (iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and
  - (iv) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services through A/E firms that are a potential source to perform the proposed effort.
- (c) **Noncompetitive procurement.** There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:
- (1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);
  - (2) The item is available only from a single source;
  - (3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
  - (4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or
  - (5) After solicitation of a number of sources, competition is determined inadequate.

### **§ 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

- (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) 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;

- (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; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

### § 200.322 Domestic preferences for procurements.

Link to an amendment published at [88 FR 57790](#), Aug. 23, 2023.

- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- (b) For purposes of this section:
  - (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

### § 200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

### § 200.324 Contract cost and price.

- (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.
- (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

- (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under subpart E of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.
- (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

### § 200.325 Federal awarding agency or pass-through entity review.

- (a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.
- (b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:
  - (1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
  - (2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
  - (3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
  - (4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
  - (5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.
- (c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.
  - (1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;
  - (2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

### **§ 200.326 Bonding requirements.**

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

### **§ 200.327 Contract provisions.**

The non-Federal entity's contracts must contain the applicable provisions described in appendix II to this part.

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This content is from the eCFR and is authoritative but unofficial.

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## Title 2 – Grants and Agreements

### Subtitle A – Office of Management and Budget Guidance for Grants and Agreements

#### Chapter II – Office of Management and Budget Guidance

#### Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

**Source:** 85 FR 49543, Aug. 13, 2020, unless otherwise noted.

**Source:** 85 FR 49539, Aug. 13, 2020, unless otherwise noted.

**Authority:** 31 U.S.C. 503

**Source:** 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

#### Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part



3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) 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.
- (G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must 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 must 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 non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

*[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]*

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## **Title 2 – Grants and Agreements**

### **Subtitle A – Office of Management and Budget Guidance for Grants and Agreements**

#### **Chapter II – Office of Management and Budget Guidance**

#### **Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards**

#### **Subpart D – Post Federal Award Requirements**

#### **Procurement Standards**

**Source:** 85 FR 49543, Aug. 13, 2020, unless otherwise noted.

**Authority:** 31 U.S.C. 503

**Source:** 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

#### **§ 200.323 Procurement of recovered materials.**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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## Title 2 – Grants and Agreements

### Subtitle A – Office of Management and Budget Guidance for Grants and Agreements

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#### Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

#### Subpart C – Pre-Federal Award Requirements and Contents of Federal Awards

Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.

Authority: 31 U.S.C. 503

Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

### § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
  - (1) Procure or obtain;
  - (2) Extend or renew a contract to procure or obtain; or
  - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
    - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

- (c) See Public Law 115-232, section 889 for additional information.
- (d) See also § 200.471.

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### **Subtitle A – Office of Management and Budget Guidance for Grants and Agreements**

#### **Chapter II – Office of Management and Budget Guidance**

#### **Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards**

#### **Subpart D – Post Federal Award Requirements**

#### **Procurement Standards**

**Source:** 85 FR 49543, Aug. 13, 2020, unless otherwise noted.

**Authority:** 31 U.S.C. 503

**Source:** 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

#### **§ 200.322 Domestic preferences for procurements.**

Link to an amendment published at [88 FR 57790, Aug. 23, 2023](#).

- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- (b) For purposes of this section:
  - (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## Section 7.0 – Required Forms

This section includes forms that must be completed and submitted with the Contractor's proposal. Each form should be completed accurately and in its entirety. Professionals that require clarification may submit a written request to the POC identified in Section 1.4.

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## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-2023-08."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503



**Attachment K**  
**Certification Regarding Lobbying**

Check the appropriate box:

- This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than \$100,000.

**APPENDIX A. 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

\_\_\_\_\_  
Signature of Sub-Recipient/subcontractor's Authorized Official

\_\_\_\_\_  
Name and Title of Sub-Recipient/subcontractor's Authorized Official

\_\_\_\_\_  
Date

## DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: _____	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> _____ _____ _____ _____ _____ Congressional District, if known: _____	
<b>6. Federal Department/Agency:</b> _____	<b>7. Federal Program Name/Description:</b> _____ CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i> _____ _____ _____ _____ _____	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

**BID SUBMITTAL FORM FOR RFQ NO. 2023-08**

Page 1 of 4

**SUBMITTED TO:**

Coral Springs Improvement District  
10300 N.W. 11<sup>th</sup> Manor  
Coral Springs, Florida 33071

1. The undersigned Proposer proposes and agrees, if this Bid is accepted, to enter into an agreement with DISTRICT to perform all service as specified in the Request for Qualifications No. 2023-08 Documents for the price(s) and within the time indicated in this Request for Proposals No. 2023-08, and in accordance with the terms and conditions of Request for Proposals No. 2023-08 Documents.
  
2. Proposer accepts and hereby incorporates by reference in this Bid Submittal Form all of the terms and conditions of the Request for Proposal and Instructions to Proposers, Section 2.0 including without limitation those pertaining to the disposition of Request for Proposal Security.
  
3. The Proposer has examined the site of the project and has become fully informed concerning local conditions, and the nature and extent of the deliveries. Proposer has examined the indemnification and liquidated damages provisions, if any, and the bond and insurance requirements of the bid submittal. Accepts and agrees to abide by those terms and conditions without exception or limitation of any kind.
  
4. Proposer has given the DISTRICT written notice of all conflicts, errors or discrepancies that it has discovered in the RFQ No 2023-08 and/or Contract documents and the written resolution thereof by the DISTRICT is acceptable to Proposer.
  
5. Will you subcontract any part of these services? Give details including a list of each subcontractor(s) that will perform services of **ANY** percent of the contract amount and the services that will be performed by each subcontractor(s). **PROVIDE SBE CERTIFICATION OF EACH PRIME (IF APPLICABLE) AND SUBCONTRACTOR.**

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**BID SUBMITTAL FORM FOR RFQ NO. 2023-08**

Page 2 of 4

- 6. Proposer proposes to furnish all surveying, engineering, design, plans preparation, permitting, and construction administration for the deliveries described as follows:

Wind protect six (6) buildings: Stormwater Operations Center buildings, the Wastewater Treatment Plant building, the North Blower Building, the Effluent Pump Station #1 building, the Effluent Pump Station #2 building, the High Service Pump Station building. Coordinates (26.244980, -80.262310)

- 7. The proposer will adhere to the negotiated Bid Price(s) listed on their negotiated (Fee Schedule C) in US Dollars

- 8. The proposer agrees that the deliverables will be ready for deliveries within sixty (60) calendar days from the date of Contract Commencement as specified in the Notice to Proceed.

- 9. Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of the Request for Proposal:

Pre-Bid Meeting      Dated \_\_\_\_\_

Addendum No. \_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_ Dated \_\_\_\_\_

**BID SUBMITTAL FORM FOR RFQ NO. 2023-08**

Page 3 of 4

**10. PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW THE INSURANCE REQUIREMENTS CONTAINED IN THE QUALIFICATIONS STATEMENT, PRIOR TO SUBMITTING YOUR BID PACKAGE TO ENSURE COMPLIANCE WITH ALL INSURANCE REQUIREMENTS.**

11. The DISTRICT reserves the right to award this contract on the basis of any combination or all items, in which the DISTRICT deems in its best interests.

12. All communications concerning this RFQ shall be emailed to:

**Danielle Keira-Cancel, Procurement Manager**

**Coral Springs Improvement District**

**10300 N.W. 11<sup>th</sup> Manor**

**Coral Springs, Florida 33071**

**Tel. 954-796-6620**

**Email [daniellec@csidfl.org](mailto:daniellec@csidfl.org)**

13. The following documents are attached to and made as a condition to this RFQ:

- a. Byrd Anti-Lobbying Amendment Certification
- b. Drug-Free Workplace Certification
- c. Proof of Insurance
- d. State of Florida Professional Engineer License
- e. State of Florida Certification of Authorization
- f. Proof of active SAM.gov Unique Entity ID (UEI)
- g. E-Verify Affidavit: **3 pages**
- h. Non-Collusion Oath
- i. Qualification Statement: **9 pages**
- j. Client References
- k. Bid Submittal Form for RFQ No. 2023-08: **4 pages**
- l. Bid Submittal Security, if required
- m. Public Entity Crimes: **3 pages**
- n. Scrutinized Vendor Certification: **2 pages**
- o. Conflict of Interest Disclosure Form
- p. Good Faith Affidavit

**BID SUBMITTAL FORM FOR RFQ NO. 2023-08**

Page 4 of 4

**PROPOSER'S CERTIFICATION**

In witness whereof, the Proposer has executed this Bid Submittal Form for RFQ# 2023-08  
this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Individual/Title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name of Individual

**ACKNOWLEDGMENT**

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

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

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_, by \_\_\_\_\_.

Physical presence \_\_\_\_\_ OR Online notarization \_\_\_\_\_

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

[STAMP HERE]

State of \_\_\_\_\_

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

**QUALIFICATIONS STATEMENT**

Page 1 of 9

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

Submitted To: Coral Springs Improvement District  
10300 N.W. 11<sup>th</sup> Manor  
Coral Springs, Florida 33071

Doing Business As  
(If applicable):

Proposer's Name: \_\_\_\_\_  
Proposer's Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Telephone No: \_\_\_\_\_  
Email: \_\_\_\_\_

If payment(s) is/are to be mailed to address other than stated above, please complete section below:

Contact Name: \_\_\_\_\_  
"Remit to" Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Telephone No: \_\_\_\_\_  
Email: \_\_\_\_\_

**QUALIFICATIONS STATEMENT**

Page 2 of 9

- 1. State the true, exact, correct and complete name of the partnership, corporation, trade, or fictitious name under which you do business and the address of the place of business.

Legal Name of Proposer: \_\_\_\_\_  
Address of principal place of business: \_\_\_\_\_  
Contact Person's Name and Title: \_\_\_\_\_  
Proposer's Telephone \_\_\_\_\_  
Email \_\_\_\_\_  
Proposer's License Number \_\_\_\_\_

- 14. If the Proposer is a corporation, answer the following:

- a. Date of Incorporation: \_\_\_\_\_
- b. State of Incorporation: \_\_\_\_\_
- c. President's name: \_\_\_\_\_
- d. Vice President's name: \_\_\_\_\_
- e. Secretary's name: \_\_\_\_\_
- f. Treasurer's name: \_\_\_\_\_
- g. Name and address of Registered Agent: \_\_\_\_\_  
\_\_\_\_\_



## QUALIFICATIONS STATEMENT

Page 3 of 9

3. If Proposer is an individual, corporation, or partnership answer the following:

Articles of Incorporation Date	Indicate if Proposer is Individual, Corporation, or Partnership	Name of Individual or Partnership	Address of Individual or Partnership	Ownership of Units for Partner (If applicable)

4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:


5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

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## QUALIFICATIONS STATEMENT

Page 4 of 9

Under what other former names has your organization operated?


7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this RFQ. Please attach certificate of competency and/or state registration.

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8. Do you have a complete set of documents, including drawings and addenda?

(Y)\_\_\_\_(N)\_\_\_\_

9. Did you attend the Pre-Proposal Conference? Your bid submittal WILL NOT be accepted if your firm or the firm you represent did not sign-in on the Sign-In sheet provided at such conference.

(Y)\_\_\_\_(N)\_\_\_\_

10. Have you ever failed to complete any work awarded to you?

(Y)\_\_\_\_(N)\_\_\_\_

If so, state when, where and why?

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**QUALIFICATIONS STATEMENT**

Page 5 of 9

11. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract?

(Y)\_\_\_\_\_ (N)\_\_\_\_\_

If so, state when, where and why?

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**THE PROPOSER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY DISTRICT IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY PROPOSER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE DISTRICT TO REJECT THE BID SUBMITTAL, AND, IF AFTER THE AWARD, TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.**

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**Signature**

**QUALIFICATIONS STATEMENT**

Page 6 of 9

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

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

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_, by \_\_\_\_\_.

Physical presence \_\_\_\_\_ OR Online notarization \_\_\_\_\_

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

[STAMP HERE] State of \_\_\_\_\_

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

WITNESS my hand and official seal.

The undersigned further agrees to the following stipulations of the RFQ requirements.

**1.LIABILITY**

- A. District personnel shall be contacted a minimum of 24 hours prior to any work with the time and location the work is to be performed. In addition, District personnel will/may observe but will not participate in any operations.
- B. CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the DISTRICT nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved. It shall be the responsibility of the Contractor to comply with all Federal, State, and Local Water Management District Environmental Rules and/or Regulations.

## QUALIFICATIONS STATEMENT

Page 7 of 9

- C. Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:
1. Each Occurrence Limit - \$2,000,000
  2. Personal & Advertising Injury Limit - \$2,000,000
  3. General Aggregate Limit - \$2,000,000
  4. Products & Completed Operations Aggregate Limit - \$2,000,000
- D. Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the Scope of Work associated with this Agreement. In the event any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and its subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:
1. Workers' Compensation: Coverage A – Statutory
  2. Employers Liability: Coverage B \$100,000 - Each Accident  
\$500,000 Disease – Policy Limit  
\$100,000 Disease – Each Employee
- If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.
- E. Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:
1. Any Auto (Symbol 1)  
Combined Single Limit (Each Accident) - \$1,000,000
  2. Hired Autos (Symbol 8)  
Combined Single Limit (Each Accident) - \$1,000,000
  3. Non-Owned Autos (Symbol 9)  
Combined Single Limit (Each Accident) - \$1,000,000
- F. Professional Risk coverage:
1. Each Occurrence Limit - \$1,000,000
  2. General Aggregate Limit - \$1,000,000

**QUALIFICATIONS STATEMENT**

Page 8 of 9

- G. The Coral Springs Improvement District shall be named as an Additional Insured on each of the General Liability policies required herein.
- H. CONTRACTOR shall name the DISTRICT, as an additional insured on each of the General Liability policies required herein and shall hold the DISTRICT, its elected and appointed officers, agents, employees, and instrumentalities harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.
- I. Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required of any subcontractor in the same limits and with all requirements as provided herein, including naming the DISTRICT as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to DISTRICT. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.
- J. The DISTRICT reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.
- K. The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

**2. COMPLETION OF WORK**

- A. The district reserves the right to inspect the contractor's work to verify completion of the contract and withhold partial payment for work deemed incomplete.

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

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**QUALIFICATIONS STATEMENT**

Page 9 of 9

**BOARD/CONTRACTOR SIGNED SHEET**

Coral Springs Improvement District RFQ # 2023-08 approved on \_\_\_\_\_

**CORAL SPRINGS IMPROVEMENT DISTRICT**

\_\_\_\_\_  
Signature of CSID Witness

\_\_\_\_\_  
Signature of CSID President

\_\_\_\_\_  
Printed Name of CSID Witness

\_\_\_\_\_  
Printed Name of CSID President

\_\_\_\_\_  
Date

**CONTRACTOR**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (Printed)

## CLIENT REFERENCES

**Contractor's Name:** \_\_\_\_\_

The professional must provide the following information for three (3) previous clients in which similar scope of services were performed within the last five (5) years. Contractor is responsible for verifying correct phone numbers, email address, and contact information. Public Entities are preferred as references. Failure to provide all three (3) references may deem your submittal non-responsive.

### Reference No. 1

<b>Company Name:</b>	
<b>Location (City, State):</b>	
<b>Date of Service:</b>	
<b>Contact Person:</b>	
<b>Contact Number:</b>	
<b>Email Address:</b>	

### Reference No. 2

<b>Company Name:</b>	
<b>Location (City, State):</b>	
<b>Date of Service:</b>	
<b>Contact Person:</b>	
<b>Contact Number:</b>	
<b>Email Address:</b>	

### Reference No. 3

<b>Company Name:</b>	
<b>Location (City, State):</b>	
<b>Date of Service:</b>	
<b>Contact Person:</b>	
<b>Contact Number:</b>	
<b>Email Address:</b>	



**PUBLIC ENTITY CRIMES**

Page 1 of 3

Section 287.132-133(3)(a), Florida Statutes, effective July 1, 1989, require that no public entity shall enter into a contract, award of RFQ, or transact business in excess of \$10,000.00 with any person or affiliate who has been convicted of a public entity crime. Prior to entering into a sworn statement with the Purchasing Department on form 7088.

A copy of the form is reproduced below. This completed form must be on file prior to the issuing of a Purchasing Order.

**Sworn Statement Under Section 287.133(3)(a),  
Florida Statutes on Public Entity Crimes**

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

1. This sworn statement is submitted with \_\_\_\_\_  
(Solicitation Number and Name)

2. This sworn statement is submitted by \_\_\_\_\_ whose business address is \_\_\_\_\_

\_\_\_\_\_ and (if applicable) it's Federal Employer Identification No. (FEIN) is \_\_\_\_\_ (If the entity has no FEIN, include the Social Security Number of the individual signing the sworn statement.

3. My name is \_\_\_\_\_ and my relationship to the entity name above is \_\_\_\_\_.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any RFQ 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.

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

## PUBLIC ENTITY CRIMES

Page 2 of 3

6. 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 those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. 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 the state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(Please indicate which one of the two statements applies.)**

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor the affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which of the three additional statement applies below.)**

PUBLIC ENTITY CRIMES

Page 3 of 3

\_\_\_\_ There have been proceedings concerning the conviction before a hearing officer of the State of Florida, Division of Administration Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the Final Order)**

\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administration Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the Final Order)**

\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services)**

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

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

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

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_.

Physical presence \_\_\_\_\_ OR Online notarization \_\_\_\_\_

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

[STAMP HERE] State of \_\_\_\_\_

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

## DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED Contractor CERTIFIES that it has implemented 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 violation 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 quote 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 quote, the employee will abide by the terms of the statement and will notify the employer of any conviction or plea of guilty or nolo contendere to any 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, drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is 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 this statement, I certify the Contractor complies fully with the above requirements.

---

Signature of Contractor's Authorized Official

---

Name and Title of Contractor's Authorized Official

---

Date

## E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

Page 1 of 3

Project Name: WATER/WASTEWATER PLANT WIND HARDENING - HMGP

Project No.: RFQ# 2023-08

### DEFINITIONS:

**“Contractor”** means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

**“Subcontractor”** means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

**“E-Verify system”** means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

**Effective January 1, 2021, Contractors shall register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:**

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Coral Springs Improvement District. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the Coral Springs Improvement District; and
- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

Page 2 of 3

CONTRACT TERMINATION:

- a) If the District has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
- b) If the District has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
- e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Print Name of Contractor's Authorized Official

\_\_\_\_\_  
Print Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

Page 3 of 3

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

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

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_, by \_\_\_\_\_.

Physical presence \_\_\_\_\_ OR Online notarization \_\_\_\_\_

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

[STAMP HERE] State of \_\_\_\_\_

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

**SCRUTINIZED VENDOR CERTIFICATION**

Page 1 of 2

**Certification Pursuant To Florida Statute § 287.135**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_,  
Print Name and Title Contractor Name

Certify that \_\_\_\_\_ does not:  
Contractor Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that re on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria



SCRUTINIZED VENDOR CERTIFICATION

Page 2 of 2

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or 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.

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Print Name of Contractor's Authorized Official

\_\_\_\_\_  
Print Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

## CONFLICT OF INTEREST DISCLOSURE FORM

Project Name: WATER/WASTEWATER PLANT WIND HARDENING - HMGP

Project No.: RFQ# 2023-08

### DEFINITIONS:

**“Conflict of Interest”** or **“Interest”** is defined as a situation in which a proposer has, or appears to have, a financial or family relationship with any employee, manager, or Board of Supervisors.

**“Financial Relationship”** includes involvement of the proposer and the District employee in a current partnership, joint venture, company, or corporation, and any other relationship that could make it appear that the proposer would obtain a monetary benefit if a favorable evaluation was given.

**“Immediate Family”** is defined as spouse, father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepmother, stepfather, stepson, stepdaughter, stepbrother, stepsister, half-brother or half-sister, or domestic partner.

1. We certify that we do not have a conflict of interest because of any financial relationship or other interest with any immediate family member of the District Board Member and/or Employee.
2. We certify that we will not solicit or accept gratuities, favors, or anything of monetary value from any District Board Member and/or Employee.
3. We certify to the best of our knowledge that we have not had discussions, conversations, offers, agreements, or arrangements for future employment with our company for any District Board Member and/or Employee.
4. We certify to the best of my knowledge that we have no financial relationship of any kind with any District Board Member and/or Employee, which might appear to create a conflict of interest.
5. We certify that our SBE firm(s) do not have any conflict of interest.

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Print Title of Contractor's Authorized Official

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Contractor's Authorized Official

## NON-COLLUSION OATH

Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid, personally appeared: \_\_\_\_\_ and made oath that the Contractor herein, its agents, servants, and/or employees, to the best of its knowledge and belief, have not in any way colluded with anyone for and on behalf of the Contractor, or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract.

\_\_\_\_\_  
Affiant Signature

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

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

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_.

Physical presence \_\_\_\_\_ OR Online notarization \_\_\_\_\_

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

[STAMP HERE]

State of \_\_\_\_\_

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

## GOOD FAITH AFFIDAVIT

I hereby propose to provide the services requested in the District's RFQ and, if awarded, enter into a contract with the District. I agree that the terms and conditions of the District's RFQ shall take precedence over any conflicting terms and conditions submitted with my proposal and agree to abide by all conditions of the RFQ. I acknowledge that the District may not accept the proposal due to any exceptions.

I certify that all information contained in my proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the company as its agent and that the company is ready, willing, and able to perform if awarded a contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, company or corporation submitting a proposal for the same product or service; no gratuities, gifts or kick-backs were offered or given by the Contractor or anyone on its behalf to gain favorable treatment concerning this procurement; no elected official, employee or agent of the District or of any other company is interested in said proposal; and that the undersigned executed this affidavit with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

\_\_\_\_\_  
Affiant Signature

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

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

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_,

2022, by \_\_\_\_\_ via

Physical presence \_\_\_\_\_ OR Online notarization \_\_\_\_\_

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

[STAMP HERE]

State of \_\_\_\_\_

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

Attachment H

**Certification Regarding  
Debarment, Suspension, Ineligibility  
And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, \_\_\_\_\_, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

\_\_\_\_\_

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

\_\_\_\_\_

Name and Title

\_\_\_\_\_

Street Address

\_\_\_\_\_

City, State, Zip

\_\_\_\_\_

Date

**Coral Springs Improvement District**  
Sub-Recipient's Name

**H1035**  
DEM Contract Number

**4564-023-R**  
FEMA Project Number

## STANDARD FORM 330 ARCH-ENG QUALIFICATIONS

Please see separate form attachment

*<Remainder of page intentionally left blank>*

## Section 8.0 – Sample Contract

The enclosed sample contract is intended to represent the agreement between the District and the Contractor for illustrative purposes ONLY. **PLEASE DO NOT SUBMIT WITH BID SUBMITTAL.** Proposers are encouraged to review all terms and conditions to ensure compliance and acceptance. The district does not intend to modify this agreement unless one or more parts conflict with preceding law.

*<Remainder of page intentionally left blank>*

## Professional Services Agreement

This Professional Services Agreement (Agreement) is entered into this \_\_ day of \_\_\_\_, 2023 [YEAR] between CORAL SPRINGS IMPROVEMENT DISTRICT (OWNER), having its principal office at 10300 NW 11<sup>th</sup> Manor Coral Springs, FL 33071 and (CONTRACTOR), a company licensed to conduct business in the State of [STATE], having its principal place of business at [CONTRACTOR ADDRESS].

WHEREAS, the OWNER intends to engage the CONTRACTOR to provide professional services related to design services of six (6) buildings.

In consideration of the mutual promises herein, CONTRACTOR and the OWNER agree that the terms and conditions of this Agreement are as follows:

### BASIC SERVICES

- 1.1. **Scope.** CONTRACTOR shall provide the Services as described Schedule C and in individual Purchase Orders authorized in writing by the OWNER. CONTRACTOR's obligations under this Agreement are solely for the benefit of the OWNER and no other party is intended to benefit or have rights hereunder.
- 1.2. **Standard of Care.** CONTRACTOR shall perform the services under this Agreement in a manner consistent with the highest standard of care, diligence, and skill exercised by nationally recognized firms for similar services. These services will be provided by CONTRACTOR's professionals and individuals skilled in other technical disciplines, as appropriate.
- 1.3. **Instruments of Service.** CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all instruments of its services including designs, drawings, specifications, reports [collectively called **Service Instruments**] and other services provided under this Agreement.
- 1.4. **End-Users Software License.** RESERVED
- 1.5. **Applicable Codes.** The Service Instruments will conform to the generally accepted codes and regulations applicable to the Project at the time of performance.
- 1.6. **Subcontractors.** Any subcontractors and outside associates of CONTRACTOR to be engaged by CONTRACTOR under this Agreement are limited to those identified in executed Purchase Orders or as the OWNER specifically approves during the performance of a Purchase Order.

### THE OWNER's RESPONSIBILITIES

Unless stated otherwise in Section 7 or in individual Purchase Orders, the OWNER shall do the following in a timely manner:

- 1.7. **The OWNER's Representative.** The OWNER will designate a representative having authority to give instructions, receive information, define the OWNER's policies, and make decisions with respect to individual Purchase Orders.



- 1.8. **Project Criteria.** Provide criteria and information as to the OWNER's requirements for a Purchase Order, including design objectives and constraints, space, capacity, scope of service, task assignments, and performance requirements, and any budgetary limitations to the extent known to the OWNER.
- 1.9. **Data.** Provide all available information, including previous reports and any other data in the possession of the OWNER relevant to a Purchase Order.
- 1.10. **Access.** Arrange for CONTRACTOR to enter upon public property as mandated by the OWNER.
- 1.11. **Review.** Respond to CONTRACTOR's request for decisions or determinations.
- 1.12. **Meetings.** Hold or arrange meetings required to assist in the service required by a Purchase Order.
- 1.13. **Project Developments.** Give prompt written notice to CONTRACTOR whenever the OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONTRACTOR's services.

## 2. PERIODS OF SERVICE

- 2.1. **Time of Performance.** Sections 3 and 4 anticipate the orderly and continuous progress of Purchase Orders through completion of each Purchase Order's scope of service.
- 2.2. **Start of Performance.** CONTRACTOR will start the Services described in each Purchase Order upon authorization by the OWNER. If the OWNER gives authorization before signing a Purchase Order, the CONTRACTOR shall be paid as if the services had been performed after both parties signed the Purchase Order. Purchase orders will only be valid if signed by the OWNER's authorized representative.
- 2.3. **Force Majeure.** If a force, event, or circumstance beyond CONTRACTOR's or the OWNER'S control interrupts or delays CONTRACTOR's performance, the time of performance shall be equitably adjusted.
- 2.4. **Term.** This Agreement shall be in effect until completed, unless extending in writing, upon mutual consent of the parties.

## 3. COMPENSATION

- 3.1. On an as-needed basis, the OWNER will issue Purchase Orders to the CONTRACTOR describing the service required under this Agreement, containing a mutually agreed upon "Not to Exceed" cost, with all required service being directly related to those services originally sought by the OWNER. In response, CONTRACTOR will prepare a scope of service and cost estimate based on the Fee Schedule attached as Schedule B, which shall become part of the Purchase Order upon execution by both parties.

3.2. **CONTRACTOR Services.** Based upon the Scope of Services provided for in each Purchase Order issued pursuant to the Agreement and Fee Schedule, the OWNER shall pay CONTRACTOR an amount not to exceed the amount stated in the Fee Schedule in Exhibit B. and as stated in invoices issued for and in accordance with each Purchase Order for actual service performed during the period covered by the invoice, subject to the funding limits established in each Purchase order. Invoices are payable by the OWNER within 30 days after receipt of the approved invoice.

#### 4. **GENERAL CONSIDERATIONS**

4.1. **Changes.** By written and/or electronic notice at any time, the OWNER may change services required by a Purchase Order, provided such changes are within the general scope of the services contemplated by this Agreement, subject to validation under any applicable cost or price analysis required by federal, state, or local law. In such an event, an equitable adjustment both in the compensation for and time of performance of the adjusted Purchase Order shall be made in writing prior to CONTRACTOR performing the changed services. Such changes can only be required by the OWNER's authorized representative.

4.2. **Access to Records.** The following access to records requirements apply to CONTRACTOR, which includes its successors, transferees, assignees, and subcontractors: (a) CONTRACTOR agrees to provide the OWNER, the State of Florida, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions; (b) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for service being completed under this Agreement.

4.3. **Confidentiality and Proprietary Information.** CONTRACTOR will hold secret and confidential all information designated by the OWNER as confidential under Florida Public Records law (Confidential Information). CONTRACTOR will not reveal Confidential Information to a third party unless: (a) such disclosure of information deemed Confidential is permitted by law (b) the OWNER consents in writing; (c) applicable law, regulation, court order or an agency of competent jurisdiction requires its disclosure;. All drawings, specifications, technical information, and other information furnished to the OWNER by CONTRACTOR or developed by CONTRACTOR in connection with the service are, and will remain, the property of the OWNER.

4.4. **Disputes.** If a dispute or complaint (collectively referred to as a "Dispute") arises concerning this Agreement, the OWNER and CONTRACTOR will negotiate a resolution of the Dispute. Should negotiation be unsuccessful, mediation of the Dispute by a third party shall follow. Any time which elapses in attempting to resolve the Dispute through either or both negotiation or mediation shall extend day-for-day any applicable statute(s) of repose or limitation of actions.

4.5. **Negotiation.** Following written notice of a Dispute, a minimum of one face-to-face meeting (or less if the Dispute is resolved) shall be held.

- 4.6. **Mediation.** If negotiation is unsuccessful, a mutually acceptable third party [**Facilitator**] having expertise in the subject of the Dispute shall be engaged to mediate the Dispute. The fee and expenses of the Facilitator shall be shared equally by the parties to the Dispute. The parties may present evidence and arguments to the Facilitator. Unless the Facilitator and the parties agree otherwise, a minimum of one face-to-face meeting shall be held within the sixty-day period beginning on the date of the Facilitator's engagement. Following the meeting or earlier if appropriate, the Facilitator shall report to the parties whether he believes the Dispute is resolvable through mediation. At that point the parties shall elect (a) to continue mediation, (b) replace the Facilitator and continue mediation, or (c) end mediation. If the mediation is ended, the parties may litigate the Dispute.
- 4.7. **Remedies.** Nothing in this Agreement otherwise prevents the OWNER from utilizing any available remedies, administrative, contractual, or legal, where CONTRACTOR has been found to have violated or breached the terms of this Agreement, subject to the Limitation of Liability provision below.
- 4.8. **Insurance.** CONTRACTOR will maintain **insurance** against the following risks during the term of the Agreement: (a) workers compensation in statutory amounts and employer's liability for CONTRACTOR's employees' project-related injuries or disease; (b) general liability and automobile liability each in the amount of \$1,000,000 for personal injury or property damage to third parties which arises from CONTRACTOR's performance under this Agreement; and (c) professional liability in the amount of \$1,000,000 for legal obligations arising out of CONTRACTOR's failure to meet the Standard of Care.
- 4.8.1. Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of service under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:
- 4.8.1.1. Any Auto (Symbol 1) Combined Single Limit (Each Accident) - \$1,000,000
  - 4.8.1.2. Hired Autos (Symbol 8) Combined Single Limit (Each Accident) - \$1,000,000
  - 4.8.1.3. Non-Owned Autos (Symbol 9) Combined Single Limit (Each Accident) - \$1,000,000
- 4.8.2. Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:
- 4.8.2.1. Each Occurrence Limit - \$1,000,000
  - 4.8.2.2. Personal & Advertising Injury Limit - \$1,000,000
  - 4.8.2.3. General Aggregate Limit - \$2,000,000
  - 4.8.2.4. Products & Completed Operations Aggregate Limit - \$2,000,000
- 4.8.3. Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the Scope of Service associated with this Agreement. In the event any service is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and its subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

- 4.8.3.1. Workers' Compensation: Coverage A – Statutory
- 4.8.3.2. Employers Liability: Coverage B \$1,000,000 – Each Accident
  - 4.8.3.2.1. \$1,000,000 Disease – Policy Limit
  - 4.8.3.2.2. \$1,000,000 Disease – Each Employee
    - 4.8.3.2.2.1. If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.
- 4.8.4. Umbrella/Excess Liability Insurance in the amount of \$2,000,000, as determined appropriate by the DISTRICT depending on the type of job and exposures contemplated. Coverage must follow the form of General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to the Agreement. The Coral Springs Improvement District must be shown as an additional insured with respect to this coverage. The DISTRICT'S additional insured status shall extend to any coverage beyond the minimum limits of liability found herein. The Coral Springs Improvement District shall be named as an Additional Insured on each of the General Liability policies required herein.
- 4.8.5. CONTRACTOR shall name the DISTRICT, as an additional insured on each of the General Liability policies required herein and shall hold the DISTRICT, its elected and appointed officers, agents, employees, and instrumentalities harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.
- 4.8.6. Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required of any subcontractor in the same limits and with all requirements as provided herein, including naming the DISTRICT as an additional insured, in any service that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to DISTRICT. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement
- 4.8.7. The DISTRICT reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of service being performed under this Agreement.
- 4.8.8. The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

#### 4.9. Indemnification

To the fullest extent permitted by laws and regulations, Contractor shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

- 4.10. **Assignment Rights.** OWNER may offer adoption of this agreement in whole to other local governing agencies with the express written approval of the CONTRACTOR. The OWNER makes no guarantee of assignment, and the CONTRACTOR maintains the right to refuse services to other local governing agencies.

- 4.11. **Interpretation.** This Agreement shall be interpreted in accordance with the laws of the State of Florida.
- 4.12. **Successors.** This Agreement is binding on the successors and assignees of the OWNER and CONTRACTOR. The Agreement may not be assigned in whole or in part to any third parties without the written consent of the OWNER.
- 4.13. **Independent Contractor.** CONTRACTOR represents that it is an independent contractor and is not an employee of the OWNER.
- 4.14. **Notices.** Written notices may be delivered in person or by certified mail, or by facsimile, or by courier or by email. All notices shall be effective upon the date of receipt by the party.
- 4.15. **Entire Agreement.** This Agreement encompasses all procurement and contract documents to include the RFQ and addenda, CONTRACTOR Proposal, Contract, Schedules, Attachments, and Purchase Orders executed pursuant to this Agreement. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any modifications to this Agreement shall be in writing and signed by the OWNER and CONTRACTOR. In the event of inconsistency between the contract documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:
- 4.15.1. Terms and conditions as contained in this Agreement.
  - 4.15.2. Terms and conditions contained in RFQ# 2023-05 Water/Wastewater Plant Wind Hardening, and any addenda thereto.
  - 4.15.3. Contractor's response to RFQ# 2023-05 and any subsequent information submitted by Contractor during the procurement process
  - 4.15.4. Purchase orders issued under this agreement.
- 4.16. **Waivers and Severability.** A waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.
- 4.17. **Termination for Convenience.** Upon seven (7) calendar day's written notice delivered by certified mail, return receipt requested, to the Successful Proposer, the DISTRICT may without cause and without prejudice to any other right or remedy; terminate the agreement for the DISTRICT'S convenience whenever the DISTRICT determines that such termination is in the best interest of the DISTRICT. Where the agreement is terminated for the convenience of the DISTRICT the notice of termination to the Successful Proposer must state that the contract is being terminated for the convenience of the DISTRICT under the termination clause and the extent of termination. Upon receipt of the notice of termination for convenience, the Successful Proposer shall promptly discontinue all service at the time and extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the Contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the service.

4.18. **Default.** In the event the Successful Bidder shall default in any of the terms, obligations, restrictions or conditions in the Contract Documents, the DISTRICT shall give the Successful Bidder written notice by registered, certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within four (4) hours thereof. In the event the Successful Bidder has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the DISTRICT, the DISTRICT shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case the Successful Bidder shall be liable for all procurement costs and any and all damages permitted by law arising from the default and breach of the Contract.

4.19. **Effective Date.** This Agreement is effective on the date it has been executed by both Parties.

5. **SPECIAL PROVISIONS, EXHIBITS, and SCHEDULES.**

5.1. **Duties and Responsibilities of CONTRACTOR.** CONTRACTOR or its representatives may be on site during various stages of the service to observe the progress and quality of the service and to determine, in general, if the service is proceeding in accordance with the intent of the Agreement. Visits and observations made by CONTRACTOR will not relieve other contractors of their obligation to conduct comprehensive inspections of the service, to furnish materials, to perform acceptable service, and to provide adequate safety precautions.

5.2. **Limitations of CONTRACTOR's Responsibilities.** CONTRACTOR will not be responsible for other contractors' means, methods, techniques, sequences or procedures of the service, or the safety precautions, including compliance with the program's incident thereto. CONTRACTOR will not be responsible for contractors' or their subcontractor's failure to perform the service in accordance with their contract with the OWNER or any other agreement. CONTRACTOR will not be responsible for the acts or omissions of contractors, their subcontractors or any other contractors, or any of its or their agents or employees or any other persons at the site or otherwise performing any of the service.

5.3. **Schedules.** The following **Schedules** are attached to and made a part of this Agreement:

5.3.1. **Schedule A:** *Request for Proposals*

5.3.2. **Schedule B:** *Contractor Proposal*

5.3.3. **Schedule C:** *Scope of Services*

6.

6.1. **E-Verify:** CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below

6.1.1. **Definitions for this Section:**

- 6.1.1.1. “**Contractor**” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.
- 6.1.1.2. “**Subcontractor**” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
- 6.1.1.3. “**E-Verify system**” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

6.1.2. **Registration Requirement; Termination:** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors shall register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- 6.1.2.1. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- 6.1.2.2. All persons (including sub vendors/ subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the Contract with the Coral Springs Improvement District. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the Contract is a condition of the contract with the Coral Springs Improvement District; and

6.1.3. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., “Employment Eligibility,” as amended from time to time. This includes but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of Contract and may not be considered as such. If this Contract is terminated

for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

6.2. **Scrutinized Companies:** By execution of this Agreement, CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

6.2.1. Any amount of, at the time 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 Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

6.2.2. 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:

6.2.2.1. 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 Section 215.473, Florida Statutes; or

6.2.2.2. Is engaged in business operations in Syria.

6.3. **Execution Authority.** This Agreement is a valid and authorized undertaking of the OWNER and CONTRACTOR. The representatives of the OWNER and CONTRACTOR who have signed below have been authorized to do so.

6.4. **Public Records.** The Parties are public agencies subject to Chapter 119, Fla. Stat. The Parties shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, the Parties agrees to:

6.4.1. Keep and maintain all records that ordinarily and necessarily would be required by the Parties.

6.4.2. Provide the public with access to public records on the same terms and conditions that the Parties would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

6.4.3. that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.

6.4.4. all requirements for retaining public records and transfer, at no cost, to the Parties all records in possession of the Parties at the termination of this Agreement and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Parties in a format that is compatible with the information technology systems of



the Parties. All records shall be transferred to the Parties prior to final payment being made to the Parties.

6.4.5. If either Party does not comply with this section, the non-breaching Party shall enforce the Agreement provisions in accordance with this Agreement and may unilaterally cancel this Agreement in accordance with state law.

**IF THE CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**Sandra Demarco**

**210 N. University Drive, Suite 702 Coral Springs, FL 33071**

**(O) 954.603.0033, Ext. 40532**

**Email: PublicRecords@inframark.com**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year shown on the cover page.

**CORAL SPRINGS IMPROVEMENT DISTRICT      [CONTRACTOR]**

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

## Schedule B

### **Request for Proposals (RFQ #2023-08)**

## Schedule C

### Scope of Services

#### Statement of Purpose

The Coral Springs Improvement District (CSID) is seeking qualifications from firms to provide Architectural and Engineering (A&E) services for the design of wind hazard mitigation improvements to 6 buildings located at the CSID's water and wastewater plant at 10300 NW 11<sup>th</sup> Manor, Coral Springs, FL 33071. The scope of work includes but is not limited to the specification of impact rated windows and doors, design of structural modifications to accommodate impact rated windows and doors, design of protection for all other openings (louvers, vents and fans), design of structural modifications to existing building walls and roof, such as new roofing system, additional roof to wall connections, and additional wall reinforcement to comply with ASCE 7 and the Florida Building Code. This project is funded through the Hazard Mitigation Grant Program (HMGP) DR-4564-023-R, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

As a Hazard Mitigation Grant Program (HMGP) project, 32 windows, 25 doors and 21 louvers will be replaced with impact rated windows and doors or designed protection for all other openings such as louvers, vents, and fans. Additionally, the roofing system shall be redesigned to meet current Florida Building Code requirements, roof to wall connections improved and additional wall reinforcement designed to cause the structures to comply with ASCE 7 and the Florida Building Code.

## Schedule D

### **Contractor Proposal**