

REQUEST FOR PROPOSALS (RFP)

**DESIGN FOR TRAFFIC CAMERA NETWORK
(FDOT LAP PROJECT)**

FOR THE
CITY OF SOUTH DAYTONA

RFP 2024-002



Prepared By:

Becky Witte
Deputy City Clerk
City of South Daytona
(386) 322-3014

REQUEST FOR PROPOSALS (RFP 2024-002)

INVITATION

The City of South Daytona, Florida (City) is requesting Request for Proposal from capable firms to provide professional services for a Traffic Camera Network project which involves designing for the installation of a closed loop fiber optic CCTV camera system throughout the City of South Daytona that allows surveillance of roadway and traffic conditions for traffic and incident management. This is an FDOT LAP Project (FPN: 453490-1-38-01). This solicitation shall be part of the Consultant's Competitive Negotiation Act (CCNA) process as mandated in Section 287.055 of the Florida Statutes and 40 USC 1101-1104 ("Brooks Act").

NOTICE IS HEREBY GIVEN that sealed Request for Proposals will be received at the Office of the City Manager, located in City Hall at 1672 South Ridgewood Avenue, South Daytona, Florida, until **3:00 pm on Friday, November 22, 2024**. At that time, the submitted Request for Proposals will be publicly opened in the Council Chamber Room located in City Hall. Request for Proposals received after the above time and date will be returned unopened.

The scope of work will include:

Design for the installation of fiber optic conduit and cable network to connect CCTV cameras at 16 intersections to a video display system located at a Transportation Management Center within the City Hall Complex at 1672 South Ridgewood Avenue. The 16 intersections calling for the installation of cameras are provided in the detailed Scope of Services (Page 5). Thirteen of the proposed intersections have existing mast arm signal poles to which the CCTV cameras could be attached. The remaining three intersections will require the installation of poles to mount the proposed CCTV cameras (to be serviced by fiber communications) to effectively monitor traffic.

Documents pertaining to this request may be obtained at the Office of the City Manager, located at 1672 S. Ridgewood Avenue, South Daytona, Florida 32119 free of charge. The Deputy City Clerk (contact for this RFP) can be contacted by telephone (386) 322-3014 or email at bwitte@southdaytona.org. Any addenda to these documents will be issued via electronic mail. It is the bidder's responsibility to confirm that all addenda have been received prior to submitting a Statement of Qualification for this project.

The submittals received will be ranked by a Selection Committee comprised of City staff members. The Selection Committee will evaluate the Request for Proposal based on the following four criteria:

1. Experience and Past Performance
2. Qualifications of Personnel Assigned
3. Familiarity and Capability
4. Project Accessibility

The Selection Committee meeting to rank the submittals shall be subject to the Public Notice requirements as defined in Section 286.011 of the Florida Statutes.

The Selection Committee will present its rankings to the South Daytona City Council and seek authorization to negotiate a contract, as defined in Section 287.055(2) (g) of the Florida Statutes, with those firms that ranked the highest. One (1) firm will be selected.

The City reserves the right to reject any or all Request for Proposal or any portion thereof, with or without cause, to waive technical errors and informalities and to accept the firm or firms which, in its judgment, will best serve the City.

The successful respondent will be required to furnish and pay for Certificates of Insurance and meet other requirements as set forth in the Request for Proposal document.

Submission of one (1) original marked "ORIGINAL," five (5) copies marked "COPY" and one (1) digital (flash drive) copy.

The City of South Daytona is not responsible for the U.S. Mail or private couriers regarding mail being delivered by the specified time so that a bid can be considered. Request for Proposal received by telephone, telegraph, or FAX will not be accepted.

CITY OF SOUTH DAYTONA
VOLUSIA COUNTY, FLORIDA

By: James L. Gillis, Jr.
City Manager

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STATEMENT OF PURPOSE / SCOPE OF SERVICES

The City of South Daytona, Florida (City) is requesting Request for Proposal from capable firms to provide the following:

FPN: 453490-1-38-01

Traffic Camera Network

City of South Daytona

Scope of Service:

The Traffic Camera Network project involves the installation of a CCTV camera system throughout the City of South Daytona that allows surveillance of roadway and traffic conditions for traffic and incident management.

The project scope includes the installation of fiber optic conduit and cable network to connect CCTV cameras at 16 intersections to a video display system located at a Transportation Management Center within the City Hall Complex at 1672 South Ridgewood Avenue. Thirteen of the proposed intersections have existing mast arm signal poles to which the CCTV cameras could be attached. The remaining three intersections will require the installation of poles to mount the proposed CCTV cameras (to be serviced by fiber communications) to effectively monitor traffic. The three intersections are Palmetto Avenue and Beville Road (SR 400), Sauls Street and Reed Canal Road (CR 4078) and Sauls Street and Madeline Avenue. The communications will be on fiber optic cable only.

Construction will include the installation of CCTV cameras, poles, video display system, communication hub, network devices, managed field ethernet switch, device server, fiber optic cable, conduit and interconnect, splices and terminations, fiber optic cable designation system, pull, splice and junction boxes, field cabinets, equipment shelters, grounding and lightning protection.

Design features should include a compatible network system to allow Volusia County and the Florida Department of Transportation the ability to monitor traffic and participate in incident management. Coordination with Florida East Coast Railway (FEC) may be required as the proposed fiber optic network may cross the rail right-of-way. Design within the rail right-of-way will be required to follow rail guidelines and requirements which may include obtaining permits. Design elements will also involve the development of IP schemes, coordination of network topology and interconnection with partner agencies. MSP and TSP development for elements such as displays, decoders, and firewalls are also anticipated.

The design criteria to be used for this project shall be the FDOT Design Manual (FDM), due to the work on the state highway system. FDOT Systems Engineering Documentation will be required. The Governing current edition of FDOT Standard Plans and Standard Specifications

must be utilized (the edition in place at time of bid opening shall be followed). The design services shall include survey, subsurface utility exploration, and geotechnical work. Permitting, utility coordination, rail coordination, and transit coordination are anticipated. Right of way acquisition is not anticipated. The design of the project shall be within the limits of the right of way or easements. Design must be complete within 180 days. Work shall include field visits, to do existing inventory to establish communication connections and port availability / existing infrastructure survey assessment/ coordination with network administrators to make it work, and power availability.

The Agency (Recipient) shall be responsible for the preparation and submittal of a technical memorandum providing the supporting documentation, as well as any independent reports needed, for all items on the Type 1 Categorical Exclusion (CE) Checklist. The Agency (Recipient) shall not be responsible for filling out the actual form. FDOT will prepare the checklist using the supplied information. All Principal Investigators for the archaeological, historical, and architectural sections of the Type 1 CE shall meet the minimum requirements stated in the Florida Administrative Code (Chapter 1A-46) and the Code of Federal Regulations, 36 C.F.R. 61.

During post-design services the agency may request the configuration of network equipment, firewall, CCTV cameras, and displays to complete the integration of the system and make it fully functional.

CCTV cameras at 16 intersections

1. Nova Road (SR 5a) and Beville Road (SR 400) (existing traffic signal)
2. Magnolia Avenue and Beville Road (SR 400) (existing traffic signal)
3. Golfview Blvd and Beville Road (SR 400) (existing traffic signal)
4. S. Ridgewood Avenue and Beville Road (SR 400) (existing traffic signal)
5. Palmetto Avenue and Beville Road (SR 400) (new)
6. US Hwy 1 and Big Tree Road (CR 4072) (existing traffic signal)
7. Golfview Blvd and Big Tree Road (CR 4072) (existing traffic signal)
8. Magnolia Avenue and Big Tree Road (CR 4072) (existing traffic signal)
9. Nova Road (SR 5a) and Big Tree Road (CR 4072) (existing traffic signal)
10. US Hwy 1 and Ridge Blvd (existing traffic signal)
11. Nova Road (SR 5a) and Reed Canal Road (CR 4078) (existing traffic signal)
12. Sauls Street and Reed Canal Road (CR 4078) (new)
13. Sauls Street and Madeline Avenue (new)
14. Reed Canal Road (CR 4078) and Carmen Drive (existing traffic signal)
15. US Hwy 1 and Reed Canal Road (CR 4078) (existing traffic signal)
16. US Hwy 1 and Venture Drive (existing traffic signal)

FDOT Pre-Qualifications Required:

Major Work Categories is required to be and may only be met by the Prime Consultant.

Major Work:

6.3.1-Intelligent Trans Systems Analysis & Design

6.3.3-Intelligent Trans Traffic Engineering Communications

The Minor Work Categories may be met by either the Prime Consultant and/or Sub-Consultant(s).

Minor Work:

4.1.1-Miscellaneous Structure

8.2-Design, Right of Way, Construction Surveying

9.1-Sol Exploration

Deliverables to City (LOCAL GOVERNMENT)

- Phase I Submittal
 - 30% plans (Due within 2 Months from Date of Agreement)
 - The following documents shall be submitted in the 30% submittal and final docs in 60%:
 - Project Risk Assessment Checklist
 - ITS Architecture Change Request Form
 - PSEMP
 - Concept of Operations
 - Alternatives Analysis
 - High Level System Requirements
- Phase II Submittal:
 - 60% Plans (Due within 1 Month from 30% Plans)
 - The following documents shall be submitted in the 30% submittal and final docs in 60%:
 - Project Risk Assessment Checklist
 - ITS Architecture Change Request Form
 - PSEMP
 - Concept of Operations
 - Alternatives Analysis
 - High Level System Requirements
 - Construction Estimate
 - Environmental Documents (including the CRAS)
- Phase III Submittal:
 - 90% Plans (Due within 1 Month from 60% Plans)
 - Construction Cost Estimate
 - CEI cost estimate with manhour breakdown
 - Lane Closure Analysis (required for lane closures within the state highway system)
 - Draft bid documents (provided by the City) and specification package
 - Copy of permits (if applicable)
 - Utility Work Schedules (if applicable)
 - Construction Duration Calculation

- Design variation/exception documentation (if applicable)
- Proprietary Product Certification (if applicable)
- Phase IV Submittal:
 - 100% Plans (Due within 1 Month from 90% Plans)
 - Construction Cost Estimate
 - Any revised/updated documents from Phase III
- Final Submittal: (Due within 1 Month from 90% Plans)
 - Final signed and sealed plans
 - Final construction estimate

Schedule.

Work must be completed within 6 months following the Notice to Proceed.

Due within 60 days of NTP: 30% Plans submitted

Due within 90 days of NTP: 60% Plans submitted

Due within 120 days of NTP: 90% Plans submitted

Due within 150 days of NTP: 100% Plans submitted

Due within 180 days of NTP: Final Submittal including Signed and Sealed Plans and Final Construction Estimate.

Additional note: systems engineering documents can be combined given the size of the project and still meet requirements.

The submittals received will be ranked by a Selection Committee comprised of City staff members. The Selection Committee will evaluate the Request for Proposal based on the following four criteria:

1. Experience and Past Performance
2. Qualifications of Personnel Assigned
3. Familiarity and Capability
4. Project Accessibility

The Selection Committee meeting to rank the submittals shall be subject to the Public Notice requirements as defined in Section 286.011 of the Florida Statutes.

The Selection Committee will present its rankings to the South Daytona City Council and seek authorization to negotiate a contract, as defined in Section 287.055(2) (g) of the Florida Statutes, with those firms that ranked the highest.

The City reserves the right to reject any or all Request for Proposal or any portion thereof, with or without cause, to waive technical errors and informalities and to accept the firm or firms which, in its judgment, will best serve the City.

INSTRUCTIONS TO RESPONDENTS

Statement of Qualification Requirements – Sealed Request for Proposal will be received at the Office of the City Manager, located in City Hall at 1672 South Ridgewood Avenue, South Daytona, Florida, until **3:00 pm on Friday, November 22, 2024**. At that time, the submitted Request for Proposal will be publicly opened in the Council Chamber Room located in City Hall. Request for Proposal received after the above time and date will be returned unopened.

One (1) original marked “ORIGINAL,” five (5) copies marked “COPY” and one (1) digital (flash drive) copy of the Request for Proposal are required. The Request for Proposal shall be in a sealed envelope or package clearly labeled **City of South Daytona Traffic Camera Network Design Project RFQ 2024-002** on the front of the envelope and the date and time of the official opening also noted.

The Signature Sheet, Required Project Milestones, Non-Collusion Affidavit of Prime Respondent, Public Entity Crimes – Sworn Statement, Drug Free Work Place Certificate, Truth in Negotiation Certification, Certification regarding Debarment, Suspension, Ineligibility, and voluntary exclusion, Certification for Disclosure of Lobbying Activities on Federal-Aid Contrats, and Vendor Eligibility Check Prior to Contract Award forms (Forms located in Appendix A of this document) must be completed and submitted with each Proposal if it is to be considered.

The Request for Proposal must present clear evidence to the Selection Committee of the respondent’s experience and ability to excel in the four evaluation criteria given. Request for Proposal may be expanded to allow the complete submittal of relevant information.

Request for Proposal lacking the required information will be deemed incomplete. Incomplete submittals will not be considered.

TIMELINE (Local Time):

The City reserves the right to modify these timelines and schedules at any time for any reason.

Friday, November 1, 2024	Advertise / Distribute RFP Document
Wednesday, November 6, 2024 at 4:00pm	Written Questions Due Questions regarding responses to this bid must be in writing through e-mail to Becky Witte, Deputy City Clerk at bwitte@southdaytona.org .
Wednesday, November 13, 2024	City to respond to Questions
Friday, November 22, 2024 at 3:00pm	Proposal Due Date (due to the City)
Wednesday, November 27, 2024 at 11:00am	Selection Committee Meeting (<i>tentative date</i>)
Tuesday, December 10, 2024 at 6:00pm	Staff Recommendation to the City Council (Negotiations)

December 2024 – January 2025	Negotiations
Thursday, April 8, 2025	City Council approval and contract executions

Proposals must be delivered in a sealed envelope/package and delivered to:

City of South Daytona
Attention: Office of the City Manager
1672 S. Ridgewood Avenue
South Daytona, Florida 32119

Sealed Proposals must be delivered no later than the date and time listed in the Timeline above. All times referenced are local time.

Contact Person - All questions or requests for clarifications concerning this RFP shall be submitted in writing to the City as indicated below:

Becky Witte
Deputy City Clerk
City of South Daytona
1672 S. Ridgewood Avenue
South Daytona, FL 32119
Email: bwitte@southdaytona.org
Phone: 386-322-3014

Such notifications must be made in writing in accordance with the timeline published herein. All such requests and the City's written responses will be distributed by way of an Addendum. Any Addendum issued must be signed and attached to the original RFP as an indication that the information contained within the addendum has been considered in the response. Failure to attach the addendum may be grounds to disqualify the respondent.

The foregoing requirement regarding clarification and addenda is not intended to prohibit ongoing verbal or written discussions between qualified potential service providers and the City.

Contract Award - The submittals received will be ranked by a Selection Committee comprised of City staff members. The Selection Committee will evaluate the Proposals based on the following four criteria:

1. Experience and Past Performance
2. Qualifications of Personnel Assigned
3. Familiarity and Capability
4. Project Accessibility

The Selection Committee meeting to rank the submittals shall be subject to the Public Notice requirements as defined in Section 286.011 of the Florida Statutes.

The Selection Committee will present its rankings to the South Daytona City Council and seek authorization to negotiate a contract, as defined in Section 287.055(2) (g) of the Florida Statutes, with those firms that ranked the highest.

The City reserves the right to reject any or all Request for Proposal or any portion thereof, with or without cause, to waive technical errors and informalities and to accept the firm or firms which, in its judgment, will best serve the City. Further, the City reserves the right to negotiate a . contract with more than one firm.

The information listed in the RFP is to establish quality standards, not to limit competition. The respondent may offer any alternative which meets or exceeds the quality of specifications for any item or service. If Request for Proposal are based on equivalent services, indicate on the response form the deviations submitted in enough detail information for City staff to make an honest determination.

Disqualifications - The City of South Daytona reserves the right to disqualify Proposals, before or after opening, upon evidence of collusion with intent to defraud or other illegal practice upon the part of the respondent. (See Non-Collusion Affidavit form located in Appendix A). The respondent also warrants that no one was paid a fee, commission, gift or other consideration contingent upon receipt of an award for the services or products and/or supplies specified herein.

Public Entity Crimes Form - All respondents must fill out the Public Entity Crimes Sworn Statement located in the Forms attached as Appendix A. Any contract with the City obtained in violation of this Section shall be subject to termination for cause. A sub-consultant who obtains a subcontract in violation of this section will be removed and promptly replaced by a sub-consultant acceptable to the City. Any delays or extra expenses incurred in the conduct of this contract, due to the necessity for replacement of a sub-consultant may be at the expense of the main consultant. In submitting a response to the City of South Daytona, Florida, the respondent offers and agrees that if the Proposal is accepted, the respondent will convey, sell, assign or transfer to the City of South Daytona all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of South Daytona. At the City of South Daytona's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the firm.

Equal Opportunity Employment - The firm agrees that it will not discriminate against any employee or applicant for employment for work under this agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color,

religion, sex, age, disability, or national origin. This provision will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.

Discrimination - The Respondent is advised that in accordance with HB 2127, Section 6 (3) (a), states information regarding discrimination provisions paragraph (2) (a), as follows:

DISCRIMINATION: an entity or affiliate who has been placed on the discriminatory vendor list may not submit a qualification statement or proposal on a contract to provide goods or services to a public entity, may not submit a qualification statement or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Request for Proposal or proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity and may not transact business with any public entity.

Conflicts of interest.

(i) The City maintains a written code of standards of conduct governing the performance of their employees engaged in the award and administration of engineering and design related services contracts under this part and governing the conduct and roles of consultants in the performance of services under such contracts to prevent, identify, and mitigate conflicts of interest in accordance with 2 CFR 200.112, 23 CFR 1.33 and the provisions of this paragraph (b)(4).

(ii) No employee, officer, or agent of the contracting agency shall participate in selection, or in the award or administration of a contract supported by Federal-aid funds if a conflict of interest, real or apparent, would be involved. Such a conflict arises when there is a financial or other interest in the consultant selected for award by:

(A) The employee, officer, or agent;

(B) Any member of his or her immediate family;

(C) His or her partner; or

(D) An organization that employs or is about to employ any of the above.

(iii) The contracting agency's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from consultants, potential consultants, or parties to subagreements. A contracting agency may establish dollar thresholds where the financial interest is not substantial or the gift is an unsolicited item of nominal value.

(iv) A contracting agency may provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

(v) To the extent permitted by State or local law or regulations, the standards of conduct required by this paragraph shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the contracting agency's officers, employees, or agents, or by consultants or their agents.

(vi) A contracting agency shall promptly disclose in writing any potential conflict of interest to FHWA.

Conflict of Interest/Confidentiality Certification (from LAP Agreement, 14f.)

- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

Restrictions, Prohibitions, Controls, and Labor Provisions: No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

Proprietary Information - In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all respondents should be aware that Request for Qualifications and the responses thereto are in the public domain. However, the ***respondents are requested to identify specifically*** any information contained in their response which the respondent considers confidential and/or proprietary and which the respondent believes to be exempt from disclosure, citing specifically the applicable exempting law.

Disadvantaged Business Enterprise (DBE)

Bid Opportunity List: The Florida Department of Transportation ("Department") has established a DBE Program that the City is required to participate in with respect to this solicitation. The Department has an overall 10.54% DBE goal. The Department and the City encourage DBE firms to compete for professional services projects, and also encourage non-

DBE consultants to use DBE firms as sub-consultants. The Department maintains a statewide database of all firms that are participating or attempting to participate in FHWA-assisted contracts. The list includes all firms that bid on prime contracts or bid or quote subcontracts on FHWA-assisted projects, including both DBEs and non-DBEs. Use of DBE sub-consultants is not mandatory, and no preference points will be given in the selection process for DBE participation. A copy of the Professional Services Commitment Form (FDOT LAP Form #375-030-83) is attached hereto as Exhibit "B" and incorporated by reference herein. This form is used to record DBE, small business, and non-DBE participation information for the prime and all subconsultants proposing to participate on the Project. A completed Professional Services Commitment Form should be included with your Qualification Statement. A contract shall not be awarded to a Respondent who does not submit the form at the time of submittal or within seven (7) days of the date the City requests the form be submitted, if a Respondent fails to return the form with its response. Please note that FDOT LAP Form #375-030-83 is a form with active drop down menus. To assist you in completing the form, a link to a Microsoft Word version of the form can be found on FDOT's website under the header for forms for "Procurement - Professional Services and Construction" at the following address:

<https://www.fdot.gov/programmanagement/lap/forms/lapforms.shtm>

As part of any contract awarded from this solicitation, the successful Respondent shall be required to enter anticipated DBE utilization data in the Department's Equal Opportunity Compliance ("EOC") System within three (3) business days of the first pre-work conference with City, or at such other time as directed by the City or Department. The successful Respondent will also be required to promptly update the EOC System whenever DBEs are added or removed, or when utilization changes. In addition, the successful Respondent will report data on actual payments, minority status, and the type of work of all subcontractors and major suppliers monthly in the EOC System.

DBE Participation

The City of South Daytona is receiving U.S. Department of Transportation ("USDOT") funding from the Florida Department of Transportation ("Department") for the Services to be provided by the CONSULTANT. It is the policy of USDOT, the Department, and the City that DBEs have an equal opportunity to participate in the performance of federally financed contracts and subcontracts. To achieve this goal, DBEs are encouraged to compete for procurement contracts and shall have full access to these opportunities. Pursuant to the funding requirements of the Department's grant, disadvantaged business enterprise ("DBE") utilization shall be in compliance with applicable federal laws and regulations. The Department has established a DBE program in accordance with such federal laws and regulations. The CITY shall participate in the Department's DBE race neutral program for this Project.

There is no specific DBE participation goal on this Project; however, the Department has an overall 10.54% DBE goal it must achieve. In order to assist the CONSULTANT in determining its DBE commitment level, the CITY has estimated 5.0% DBE availability on this Project.

The Department and the CITY are collecting information on both actual payments made to Subconsultants and DBE commitment amounts. CONSULTANT shall comply with all reporting requirements set forth in Chapter 14 of the Department's Local Programs Manual. DBE Information will be collected through the web-based Equal Opportunity Compliance (EOC) System.

Anticipated DBE participation, also known as "commitments" is to be entered into the EOC by the CONSULTANT upon execution of this Agreement. CONSULTANT shall input the name of the DBE company, specialty code/NAICS code identifying work to be performed, the total contract amount, and such other information as requested by the EOC System. Thereafter, the CONSULTANT shall update such information anytime there is a change in DBE firms, anticipated DBE participation, and anytime there is an amendment to this contract that affects anticipated DBE participation, including an amendment to the overall amount of work being performed hereunder.

On a monthly basis during the term of this Agreement, the CONSULTANT shall input and report in the EOC System, the actual payments, DBE/minority status, and the work type of all Subconsultants and major suppliers on this Project. The reporting shall include all DBE and all non-DBE Subconsultants, subcontractors, and suppliers. If no payment is made the CONSULTANT shall report a zero dollar payment. In addition, if CONSULTANT is a certified DBE, it must report the portion of the contract which will be performed directly by it with its own workforces.

The CONSULTANT shall also create and maintain the following records to monitor DBE utilization efforts: 1) the procedures adopted by CONSULTANT to comply with the contractual DBE requirements, 2) the number of contracts awarded to DBEs, 3) the dollar value of the contracts awarded to DBEs, 4) the percentage of the dollar value of contracts awarded to DBEs as a percentage of the dollar value of the Agreement, 5) a description of the general categories of contracts awarded to DBEs, and 6) the specific efforts employed by the CONSULTANT to identify and award contracts to DBEs. The CONSULTANT shall provide these records to the CITY, Department and the Federal Highway Administration upon request.

Prior to their performing any work pursuant to this Agreement, the CITY shall have the right to review and approve the use of all subcontractors, including any and all DBE Subconsultants. CONSULTANT shall not terminate a DBE subcontractor and perform the work with its own forces or an affiliate's without the prior written approval of the CITY. If a DBE subcontractor is terminated or fails to complete the work for any reason, CONSULTANT shall make good faith efforts to find another DBE subcontractor to substitute for the original subcontractor.

SELECTION PROCESS

The submittals received will be reviewed by a Selection Committee comprised of City staff members. The Selection Committee meeting to rank the submittals shall be subject to the Public Notice requirements as defined in Section 286.011 of the Florida Statutes.

The Selection Committee will present its review and suggestion(s) to the South Daytona City Council and seek authorization to negotiate a contract, as defined in Section 287.055(2) (g) of the Florida Statutes, with one (1) firm deemed capable and qualified to serve the City. The following criteria will be used to evaluate the Request for Proposal received:

1. **Experience and Past Performance** Executing a municipal contract has its own set of unique challenges. The respondent must show their experience in providing the type of services being requested for other municipalities, if such experience exists. The firm's past performance with practical design should also be described in detail demonstrating the ability to complete work on time and within budget. Respondents should show the quality of performance and level of owner satisfaction on previous contracts and design. Respondents should provide information pertaining to any innovative solutions they developed on previous projects. Each respondent is requested to include references and all pertinent information that would clearly demonstrate their experience and past performance in Appendix B of this document.
2. **Qualifications of Personnel Assigned** The respondent must show the adequacy of personnel, both in numbers and demonstrated technical capability, to complete the required contract, if awarded. A complete organizational chart must be submitted. The respondent must indicate specifically the members of the firm who will be primarily responsible for the City's contract. A team leader or point of contact must also be identified. Each respondent is requested to include a company profile and all pertinent information that would clearly demonstrate their qualifications in Appendix C of this document.
3. **Familiarity and Capability** Each respondent must show that they are familiar with the City's policies, procedures and design requirements as well as those of other agencies such as the FDOT, SJRWMD, FEMA, etc. The respondent must demonstrate that they have the personnel, equipment and facilities to perform the services being requested including experience with Intelligent Transportation Systems (ITS) installation, operation, and maintenance. The selected consultants may be asked on occasion to address the City Council. Each respondent must show that they are capable of communicating effectively with not only the City Council but the general public as well. The respondent must show that they are in good financial standing. The respondent must be familiar with the FDOT Local Agency Program's submittal requirements and process. The respondent must show their current workload so that a determination can be made as to whether they can accommodate this contract. Each respondent is

requested to include all pertinent information that would clearly demonstrate their familiarity and capability in Appendix D of this document.

4. **Project Accessibility** Each respondent must demonstrate a previously established record of responsiveness to their clients' needs. Respondents must also identify how the firm plans to staff the project with the knowledge that this type of project will require. Each respondent is requested to indicate their ability to respond when requested and all pertinent information that would clearly demonstrate their ability to meet the City's preferences, listed above for this criterion, in Appendix E of this document.

In general, the City wishes to avoid the expense of unnecessary presentations. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no top ranked firms can be clearly identified by review of the written submittals alone, then the Selection Committee shall schedule the firms for interviews in person or via telephone.

EVALUATION CRITERIA FOR FINAL RANKING

The Selection Committee will evaluate and score the short-listed Respondents based upon their Qualification Statements and their interviews in accordance with the following rating factors.

RATING FACTORS	MAXIMUM POINTS	ITEM SCORE
Experience and Past Performance	40	
Qualifications of Personnel Assigned	20	
Familiarity and Capability	10	
Project Accessibility	30	
TOTAL SCORE	100	

Notes: Each Selection Committee member will evaluate the above factors to determine the final ranking of the short-listed Respondents. Each member will assign a factor score ranging from zero (0) points to the maximum points allowed for each rating factor. The rating factor scores will then be added to determine the total score. The maximum possible total score for this evaluation table is one hundred (100). Each member will rank the Respondents based upon the member's total score for each Respondent. The ranking established by each member will be accumulated to determine the final ranking. Each member's top-ranked firm will be assigned one (1) point, second-ranked firm two (2) points and so on. After accumulating the members' points, the firm with the lowest points shall be ranked first, the next lowest points shall be ranked second, and so on. In the event of a tie ranking, the tied Respondents' total rating factors scores from each member will be added and compared. The Respondent with the highest score total will be ranked highest of the tied Respondents. If the highest total scores of two or more of the tied Respondents also results in a tie, the City's Finance Director, or designee, may instruct the Advisory Committee to conduct further deliberations, evaluations and rescoreing of the respondents until a ranking without a tie is achieved.

CONTRACT REQUIREMENTS

Insurance Requirements

The approved consultant(s) shall purchase, at their own expense and maintain throughout the duration of this contract, types and amounts of insurance in form and companies satisfactory to the City and shall furnish proof of insurance prior to commencing work. The insurance requirements are shown on the next page:

GENERAL LIABILITY

Bodily Injury:	\$1,000,000.00, each occurrence
	\$2,000,000.00, aggregate
Property:	\$1,000,000.00, each occurrence
	\$1,000,000.00, aggregate
	Or
	\$1,000,000.00, bodily injury
	\$2,000,000.00, and property damage combined each occurrence

AUTOMOBILE LIABILITY*

Bodily Injury:	\$1,000,000.00, each person
	\$1,000,000.00, each accident
Property Damage:	\$1,000,000.00, each accident or
	\$1,000,000.00, bodily injury and property damage combined each occurrence

*Including: owned, hired & employer's non-owned vehicle(s)

Worker's Compensation: Statutory: as required by the State of Florida

Employer's Liability: \$1,000,000.00 each accident

Waiver of Subrogation will apply in favor of the City of South Daytona

Also, the consultant who is awarded the contract must have and produce an Occupational License authorizing them to conduct this type of business in the State of Florida, before work is started. INSURANCE COMPANIES MUST BE LICENSED TO CONDUCT INSURANCE BUSINESS IN THE STATE OF FLORIDA WITH A BEST RATING GUIDE RATING OF A. **THE CITY OF SOUTH DAYTONA, FLORIDA, AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) ARE TO BE NAMED AS AN ADDITIONAL NAMED INSURED ON THE CERTIFICATE SUBMITTED TO THE CITY. INSURANCE CERTIFICATES WILL BE REVIEWED.** If not in order; the contract may not be awarded. It is requested that the city be named as Additional Named Insured on Worker's Compensation and any Professional Liability coverage. Professional Liability Insurance is to be in the amount of \$1,000,000. Award consideration will be given to the evidence of these insurance coverages. All insurances are to be project specific to this contract, not general umbrella insurance.

Consultant Errors and Omissions. The Consultant shall bear all losses resulting to it on account

of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.

Consultant Personnel - All consultant personnel shall be familiar with the Occupational Safety and Health Administration (OSHA) requirements.

The City reserves the right to require disciplinary action or reassignment of any consultant personnel whose behavior is inconsistent with the City's objectives of providing pleasant and responsive service.

Time Reporting - The consultant shall maintain time sheets for all employees that perform work for the City. The records shall denote the time the employee worked and identification of the nature and location of the work. These time sheets are to be used for billing purposes.

Point of Contact Information - The firm, who is awarded a contract if one is awarded, will be required to appoint one of its employees as the key contact for approval by the City's Public Works Director.

Contract Termination Provision - This agreement may be terminated by either party without cause upon thirty (30) days written notice to the other party.

Indemnification - To the extent provided by law, the Consultant shall indemnify, defend, and hold harmless the City of South Daytona and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the Consultant, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the Consultant.

The foregoing indemnification shall not constitute a waiver of the Department's or the City of South Daytona's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by the Consultant to indemnify the City of South Daytona for the negligent acts or omissions of the City of South Daytona, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the Consultant to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

Accidents & Claims - The consultant shall be held responsible for all accidents and shall indemnify and protect the City of South Daytona from all suits, claims and actions brought against the City and all costs for liability to which the City may be put for any injury or alleged injury to the person(s) or property(s) of another resulting from negligence or carelessness in the performance of the work.

Laws & Regulations - The consultant and all subconsultants at all times shall be familiar with and observe and comply with all Federal, State, Local, and Municipal laws, codes, ordinances, rules, and regulations in any manner and those which may be enacted later, or bodies or

tribunals having jurisdiction or authority over the work and shall indemnify and save harmless the City of South Daytona against any claims or liability arising from, or based on, the violation of any such law, ordinance, rule, code, regulation, order, patent infringements or decrees.

The respondent is assumed to have made themselves familiar with all Federal, State, local, and Municipal laws, codes, ordinances, rules, and regulations which in any manner affect those engaged or employed in the work, or the materials or equipment used in or upon the work, or in any way affect the work and no plea of misunderstanding will be considered an excuse for the ignorance thereof.

In the event any situation is brought to mediation or a court of law, the venue shall be the County of Volusia, in the State of Florida, where all laws, regulations, ordinances, codes, and rules shall be used in the adjudication.

All responses, questions, conversations are public information and also any literature or handouts at any subsequent presentations. All submittals are subject to the Florida Public Records Act, F.S. 119. The tender of a statement of qualification authorizes release of all of your company's information as submitted.

Royalties (when applicable) - The consultant shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The consultant shall, at their own expense, hold harmless and defend the City of South Daytona, its agents, employees, and elected officials, against any claim, suit or proceeding brought against the City of South Daytona, its agents, employees, and elected officials, which is based upon a claim, whether rightful or otherwise, that the goods, or services, or any part thereof, furnished under the resulting contract constitute an infringement of any patent or copyright of the United States of America. The consultant shall pay all damages and costs awarded against the City of South Daytona, its agents, employees, and/or elected officials.

Compliance - All firms doing business with the City of South Daytona must do so utilizing U.S. currency. There shall be no customs, duties or import fees added to the cost shown in the quotation or proposal. In the event of any legal disputes the laws of the State of Florida and, where appropriate, the United States of America shall prevail. Venue for any court proceedings arising out of or related to this qualification statement or any resulting contract or purchase shall be in a court of competent jurisdiction in Volusia County, Florida.

Brooks Act

It is understood and agreed by the parties that participation is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. Selection will be accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

Accordance with Federal Cost Principles

The City of South Daytona will perform/make a determination of allowable costs in accordance with the Federal cost principles for services rendered under this contract.

Performance Evaluation

The City of South Daytona will conduct a performance evaluation of the consultant and conditions thereof within 30 days from completion of project.

Audit.

CONSULTANT shall maintain adequate records to justify all charges and costs incurred in performing the work for five (5) years after completion of this Agreement. The CITY shall have access to such books, records, and documents as required in this paragraph for the purpose of inspection or audit during normal business hours at the CONSULTANT's place of business.

Local Agency Program Federal-Aid Terms for Professional Services Contracts – Terms for Federal Aid Contracts (Appendix A): (375-040-84)

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.
- C. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- D. The Consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the

United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

The Parties agree to comply with s. 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s. 20.055(5), Florida Statutes.

- E. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- F. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- G. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- H. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- I. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,

1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
 2. cancellation, termination or suspension of the contract, in whole or in part.
- J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- K. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal

Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

- L. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- M. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- N. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

“The subconsultant, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.”

Pursuant to 49 CFR 26.11(c), the Consultant shall submit the bid opportunity list at the time of contract execution, and shall enter DBE commitment and payment information in the Florida Department of Transportation Equal Opportunity Compliance (EOC) system. The Consultant shall request access to the EOC system using Form No. 275-021-30.

- O. Prompt Payment of and Return of Retainage to Subconsultants: Consultant will follow Ch 218, Part VII provisions Prompt Payment Act. 23 CFR 172.9. The Consultant will pay monies owed to subconsultants, suppliers or other parties within thirty (30) days of the Consultant receiving payment from the Local Agency. The Local Agency is prohibited from withholding retainage from consultants. To the extent the selected consultant withholds retainage from its subconsultants, it must be returned in its entirety within thirty (30) days of satisfactory completion of the subconsultant work. The Local Agency

is the arbiter of what constitutes satisfactory completion. These provisions apply to all subconsultants and at all tiers of subcontracting.

- P. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- Q. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- R. The Local Agency hereby certifies that neither the Consultant nor the Consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to
 - 1. employ or retain, or agree to employ or retain, any firm or person, or
 - 2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

- S. The Consultant hereby certifies that it has not:
 - 1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
 - 2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
 - 3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The Consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

T. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

U. Clean Air Act: The Consultant agrees to comply with applicable standards, orders or regulations issued pursuant to Clean Air Act (42 U.S.C § 7401 et seq), as amended..

The Consultant agrees to report each violation to the Florida Department of Transportation (Department) and understands and agrees that the Department will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

V. Federal Water Pollution Control Act: The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

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

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS: (Compliance with 49 CFR, Section 20.100(b))(1) The Consultant certifies that: (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any state or Federal agency, a member of the Florida Legislature, 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. (b) 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities". (2) 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 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. (3) The Consultant also certifies by signing this contract that the Consultant shall require the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Statement for Loan Guarantees and Loan Insurance

Per 49 CFR Part 20, Appendix A, the undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- X. Buy America: 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 per 2 CFR part 200.322.

"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" 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.

Furthermore Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

APPENDIX A

Forms

Forms can be found at [LAP Forms \(fdot.gov\)](https://www.fdot.gov/programmanagement/lap/forms/lapforms.shtm) /
<https://www.fdot.gov/programmanagement/lap/forms/lapforms.shtm>

SIGNATURE SHEET

I, the undersigned, do hereby agree to all terms and conditions set forth within this solicitation for qualification statements. I attest by way of my signature below and on subsequent pages that I am authorized by the company I represent to enter information pertinent to a final contract. I further state the information within this qualification statement is true and not a sham nor misrepresentation of the service or reputation and abilities of my company.

I _____ have, _____ have not examined the necessary documents prior to presenting my qualification statement/proposal.

Company: _____

Address: _____

Telephone: (_____) _____ fax: (_____) _____

Email: _____

Authorized Signature: _____

Title: _____

(Print/type name as signed above) _____

Date Submitted: _____, 2024

REQUIRED PROJECT MILESTONES

The Vendor agrees to complete the required project milestones listed below within the time frame specified.

Work must be completed within 6 months following the Notice to Proceed.

- Milestone #1: Due within 60 days of NTP: 30% Plans submitted
- Milestone #2: Due within 90 days of NTP: 60% Plans submitted
- Milestone #3: Due within 120 days of NTP: 90% Plans submitted
- Milestone #4: Due within 150 days of NTP: 100% Plans submitted
- Milestone #5: Due within 180 days of NTP: Final Submittal including Signed and Sealed Plans and Final Construction Estimate.

Required Final Completion Time*: **180 Days**

The Vendor agrees to accept liquidated damages and pay the City **Five Hundred Dollars (\$500)** for each consecutive calendar day, including rain days and holidays, that expires after each of the required project milestone completion times listed above until each are completed or, if no construction milestones are listed, the time specified for final completion until the Work has been fully completed. All milestone completion dates, including substantial and final completion, will be determined solely by the City. The City has the option to retain this amount from the compensation otherwise paid to the Vendor. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Vendor or his/her Surety, then such excess shall be paid to the City by the Vendor or his/her Surety.

(Signature of person signing form)

(Printed name and Title of person signing form)

Name of Bidder: _____

Address: _____

City/State/Zip: _____

Phone Number: (____) _____ FAX Number: (____) _____

* All completion times listed are consecutive calendar days, including rain days and holidays, that expire from (and including) the date when the Contract Time commences to run as written in the Notice to Proceed.

NON-COLLUSION AFFIDAVIT OF PRIME RESPONDENT

STATE OF _____)
COUNTY OF _____)

_____, being duly sworn, deposes and says that:

- (1) He/she is _____ of _____,
Title Firm/Company
The respondent that has submitted the attached response.
- (2) He/she is fully informed respecting the preparation and contents of the attached solicitation and of all pertinent circumstances respecting such solicitation.
- (3) Such solicitation is genuine and is not a collusive or sham solicitation.
- (4) Neither the said respondent nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other respondent, firm or person, to submit a collusive or sham response in connection with the Agreement for which the attached response has been submitted or to refrain from responding in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other responder, firm or person to fix the price or prices in the attached solicitation or of any other respondent, or to fix any overhead, profit or cost element of the proposed price or the proposed price of any other responder, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of South Daytona, Florida, or any person interested in the proposed Agreement.
- (5) The price or prices quoted in the attached response are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

(Signed) _____

(Title)

STATE OF _____
COUNTY OF _____

This document was sworn to (or affirmed) and subscribed before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 20____, he/she is personally known to me or has presented _____ as identification.

Notary Public
My Commission Expires: _____

PUBLIC ENTITY CRIMES – SWORN STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal or qualification statement on a contract to provide any goods or services to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of a period of 36 months from the date of being placed on the convicted vendor list.

Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity.

This sworn statement by _____,
(Name and Title of Business Representative)

who is authorized to represent _____
(Business Name)

hereby specifies that neither the entity submitting this statement, nor any officers, directors, executives, partners, employees, shareholders who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

(Signature)

(Date)

STATE OF _____
COUNTY OF _____

This document was sworn to (or affirmed) and subscribed before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 20____, he/she is personally known to me or has presented _____ as identification.

Notary Public
My Commission Expires: _____

DRUG FREE WORK PLACE CERTIFICATE

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

Name of Firm

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

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

Authorized Signature

Date

STATE OF _____
COUNTY OF _____

This document was sworn to (or affirmed) and subscribed before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 20____, he/she is personally known to me or has presented _____ as identification.

Notary Public

My Commission Expires: _____

TRUTH IN NEGOTIATION CERTIFICATION

375-030-30

Form can be found at: <https://www.fdot.gov/programmanagement/lap/forms/lapforms.shtm>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
05/14

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

Name of Consultant

By: _____

Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID
CONTRACTS**

(Compliance with 2 CFR Parts 180 and 1200)

375-030-32

Form can be found at: <https://www.fdot.gov/programmanagement/lap/forms/lapforms.shtm>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**
(Compliance with 2 CFR Parts 180 and 1200)

375-030-32
PROCUREMENT
11/15

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

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

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID
CONTRACTS**

(Compliance with 49CFR, Section 20.100 (b))

375-030-33

Form can be found at: <https://www.fdot.gov/programmanagement/lap/forms/lapforms.shtm>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS**
(Compliance with 49CFR, Section 20.100 (b))

375-030-33
PROCUREMENT
01/24

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(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 of Lobbying Activities", 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 prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: _____

By: _____ Date: _____

Authorized Signature: _____

Title: _____

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34

Form can be found at: <https://www.fdot.gov/programmanagement/lap/forms/lapforms.shtm>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

Is this form applicable to your firm?
YES ☐ NO ☐
If no, then please complete section 4
below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: _____ _____ _____ Congressional District, if known: 4c _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, if known: _____	
6. Federal Department/Agency: _____ _____ _____	7. Federal Program Name/Description: _____ _____ CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> _____ _____ _____	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____	
11. 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 (mm/dd/yyyy): _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

375-030-83
PROCUREMENT
11/21

Page 40 of 84

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION

For Consultant/Contractor/Technical Advisors

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-50
PROCUREMENT
OGC – 1/20

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION

Information entered on this page will carry over to subsequent pages.

When completed: Print this document to PDF by choosing File, Save as, and selection PDF as the file type (excluding page 1 from printing) or Print only the pages from the sections you need for signature using the printer icon buttons.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
_____	_____	_____
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VERSIONS

TECHNICAL REVIEW COMMITTEE / DOT TECHNICAL ADVISORS	
SELECTION COMMITTEE	
PUBLIC OFFICERS / EMPLOYEES	
TECHNICAL REVIEW / AWARDS COMMITTEE FOR LOW BID PROJECTS	
CONSULTANT / CONTRACTOR SERVING IN THE ROLE OF PROJECT MANAGER	
CONSULTANT / CONTRACTOR / TECHNICAL ADVISORS	

**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
SELECTION COMMITTEE**

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, employees of the Department may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that employees are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

Employees are expected to safeguard their ability to make objective, fair, and impartial decisions, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Employees should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, and Section 838.22, Florida Statutes, and could result in disciplinary action by the Department.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
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_____	_____	_____
_____	_____	_____
_____	_____	_____

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Selection Committee Members:

Date: _____

Printed Names

Signatures

Additional Page

[illegible]

Selection Committee Members:

[illegible]

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS**

375-030-50
PROCUREMENT
OGC – 1/20

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes..

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
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Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date
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FDOT Form 375-040-84 ATTACHMENT

*Form can be found at: <https://www.fdot.gov/programmanagement/lap/forms/lapforms.shtm>
and on the following pages:*

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS

375-040-84
PROGRAM MANAGEMENT
1/24
Page 1 of 4

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX II):

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracings, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.
- C. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- D. The Consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- E. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- F. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- G. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- H. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- I. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
 - 1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
 - 2. cancellation, termination or suspension of the contract, in whole or in part.
- J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions

**LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS**

375-040-84
PROGRAM MANAGEMENT
1/24
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issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

- K. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- L. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- M. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- N. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.
- "The subconsultant, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate."
- Pursuant to 49 CFR 26.11(c), the Consultant shall submit the bid opportunity list at the time of contract execution, and shall enter DBE commitment and payment information in the Florida Department of Transportation Equal Opportunity Compliance (EOC) system. The Consultant shall request access to the EOC system using Form No. 275-021-30.
- O. Prompt Payment of and Return of Retainage to Subconsultants: The Consultant will pay monies owed to subconsultants, suppliers or other parties within thirty (30) days of the Consultant receiving payment from the Local Agency. The Local Agency is prohibited from withholding retainage from consultants. To the extent the selected consultant withholds retainage from its subconsultants, it must be returned in its entirety within thirty (30) days of satisfactory completion of the subconsultant work. The Local Agency is the arbiter of what constitutes satisfactory completion. These provisions apply to all subconsultants and at all tiers of subcontracting.
- P. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

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- Q. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- R. The Local Agency hereby certifies that neither the Consultant nor the Consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to
1. employ or retain, or agree to employ or retain, any firm or person, or
 2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;
- The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.
- S. The Consultant hereby certifies that it has not:
1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
 2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
 3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.
- The Consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.
- T. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.
- U. Clean Air Act: The Consultant agrees to comply with applicable standards, orders or regulations issued pursuant to Clean Air Act (42 U.S.C § 7401 et seq), as amended..
- The Consultant agrees to report each violation to the Florida Department of Transportation (Department) and understands and agrees that the Department will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.
- V. Federal Water Pollution Control Act: The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.
- The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.
- W. Byrd Anti-Lobbying: Consultants awarded a contract of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or

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organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS: (Compliance with 49 CFR, Section 20.100(b))(1) The Consultant certifies that: (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any state or Federal agency, a member of the Florida Legislature, 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. (b) 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities". (2) 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 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. (3) The Consultant also certifies by signing this contract that the Consultant shall require the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Statement for Loan Guarantees and Loan Insurance

Per 49 CFR Part 20, Appendix A, the undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- X. Buy America: 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 per 2 CFR part 200.322.

"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" 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.

Furthermore Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

APPENDIX B

Experience and Past Performance

APPENDIX C

Qualifications of Personnel Assigned

APPENDIX D

Familiarity and Capability

APPENDIX E

Project Accessibility

SAMPLE CONTRACT FOR DESIGN SERVICES

THIS AGREEMENT FOR DESIGN SERVICES (hereinafter this "Agreement") is made and entered into this ____th day of _____, by and between the CITY OF SOUTH DAYTONA, a municipal corporation duly incorporated pursuant to the laws of the State of Florida, with administrative offices at 1672 South Ridgewood Avenue, South Daytona, Florida 32119, (hereinafter the "CITY") and _____, whose principal business address is _____ (hereinafter "CONSULTANT").

WITNESSETH

WHEREAS, the CITY is a municipal corporation duly incorporated pursuant to the laws of the State of Florida, having a responsibility to provide certain services to benefit the citizens of the City of South Daytona; and

WHEREAS, the CITY owns and operates a variety of public facilities and improvements; and

WHEREAS, CONSULTANT was the selected respondent of a project competitively solicited and identified as Request for Qualifications (Exhibit "A") for City of South Daytona which satisfies the CITY's Procurement Policy; and

WHEREAS, CONSULTANT has been approved by the CITY to provide such services to the CITY as set forth herein; and

WHEREAS, CONSULTANT may be required to investigate, analyze, evaluate, report, coordinate, prepare plans, specifications and contract documents, perform construction engineering services, construction management and observation, surveying services, etc. for any of the aforementioned disciplines, and related matters, as well as any other engineering assignments on request of the CITY. The CITY may require, based upon CONSULTANT's evaluation, to identify needs, develop and improve programs, establish cost effective priorities for making improvements and develop a short-term or a longer-range program for implementation on request; and

WHEREAS, the CITY has followed and complied with the selection and negotiation process in accordance with the Florida Consultants' Competitive Negotiation Act (Section 287.055, Florida Statutes, as amended).

NOW THEREFORE in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.
2. **Definitions and Identifications.**
 - a. **Compensation:** Means the total amount paid by the CITY for professional services.
 - b. **Contract:** Means a contract for professional services entered into between the CITY and the CONSULTANT, in accordance with the provisions of Section 287.055, Florida Statutes, under which the firm provides professional services to the CITY for projects in which the estimated construction cost of each individual project under the contract does not exceed \$4,000,000.00, for study activity if the fee for professional services for each individual study under the contract does not exceed \$500,000, of for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause.
 - c. **Professional Services:** Means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by Florida Statutes, or those performed by any architect, professional engineer, landscape architect, or registered land surveyor and mapper in connection with his or her professional employment or practice.
 - d. **Project:** Means the final design plans authorized by the Council and outlined in RFQ 2024-002.
 - e. **Project Manager:** Public Works Director Adam Thornton, 1770 Segrave Street, South Daytona, Florida 32119, Phone: 386-322-3080.
3. **Specific Provisions.**
 - a. **Term; Termination.**
 - i. **Termination at Will.** This Agreement may be terminated by the CITY in whole or in part at any time without cause by the CITY giving written notice to CONSULTANT not less than thirty (30) days prior to the date of termination.
 - ii. **Termination for Cause.** This Agreement may be terminated by either party for cause by the CITY or the CONSULTANT giving written notice to the other party not less than ten (10) days prior to the date of termination.
 - iii. In the event of any termination, CONSULTANT will be paid for all services rendered to the date of termination, including pre-authorized extraordinary expenses.

b. **Scope of Service**

CONSULTANT shall provide and furnish the CITY with all labor, services, and supervision necessary to perform the Scope of Services as outlined in RFQ 2024-002.

Subconsultants must adhere to the same rules, regulations, policies, standards, etc., that the Prime Consultant must adhere to.

c. **Liquidated Damages:**

CONSULTANT is responsible for commencing work under this Agreement within 30 days upon receipt of the Notice of Award and must substantially complete the work not later than 180 calendar days thereafter, and to fully complete the work within 200 calendar days. The CONSULTANT shall not be entitled to any damages on account of hindrances or delays in construction from any cause whatsoever. This paragraph shall include but not be limited to any actions which result in delays in scheduling, substantial changes in scope of work, or substantial increases in the costs of performing the work under this Agreement. Liquidated damages will be assessed against Vendor in the amount of \$500.00 per day, for each day after each milestone that the work contemplated is incomplete.

d. **Compensation.**

- i. This project will utilize a lump sum payment, specific rates of compensation, or a combination thereof. The specific rates of compensation payment method shall apply as outlined in the scope of services.
- ii. The CITY shall not pay for out of pocket expenses which should be factored into the quote and compensation initially authorized. Unforeseen extraordinary expenses may be eligible for reimbursement if such reimbursement is requested in writing prior to expenditure together with an explanation of the nature and necessity of the expense as well as the reason the expense was not reasonably foreseeable so as to be included in the initial authorization. This paragraph shall not be deemed to authorize extension of deadlines otherwise applicable to a Project.
- iii. The CITY shall reimburse CONSULTANT for any subconsultants authorized by the CITY such as geotechnical, electrical, or other such professionals at direct cost.
- iv. The CITY shall reimburse CONSULTANT for payment of any permit application fees at direct cost.
- v. Accordance with Federal Cost Principles: The CITY will perform/make a determination of allowable costs in accordance with the Federal cost principles for services rendered under this contract.

e. **Payment for Services.**

- i. CONSULTANT will follow Ch 218, Part VII provisions Prompt Payment Act. 23 CFR 172.9. The Consultant will pay monies owed to subconsultants, suppliers or other parties within thirty (30) days of the CONSULTANT receiving payment from the CITY. The CITY is prohibited from withholding retainage from consultants. To the extent the selected consultant withholds retainage from its subconsultants, it must be returned in its entirety within thirty (30) days of satisfactory completion of the subconsultant work. The CITY is the arbiter of what constitutes satisfactory completion. These provisions apply to all subconsultants and at all tiers of subcontracting.
 - ii. Upon receipt of the final work product in accordance with a Project, together with the CONSULTANT's final invoice the CITY will diligently review same. When the CITY finds that the work performed pursuant to this Agreement and the applicable Work Authorization is fully performed, the Project Manager will issue a final certificate which indicates that the work provided for has been completed and that the Project Manager recommends that the entire balance found to be due to CONSULTANT shall be paid to CONSULTANT, within the time required by the Florida Prompt Payment Act, as may, from time to time be amended; provided, however, that if a Work Authorization for a particular Project provides for monthly invoices or for an alternate billing schedule, CONSULTANT shall submit invoice(s) detailing all fees and expenses and in such event, the Work Authorization shall control, and the CITY shall pay subject to the upper limit or lump sum fees set out in each Work Authorization. Before issuance of final certificate, CONSULTANT shall submit a final contractor's affidavit satisfactory to the CITY that all subcontractors, subconsultants, and other indebtedness connected with the work have been paid.
 - iii. CONSULTANT guarantees to amend, revise, replace, or correct to the satisfaction of the CITY any error appearing in the work as a result of CONSULTANT's failure to comply with the warranties and representations contained herein. If the CITY deems it expedient to require CONSULTANT to correct deficient or defective work, and equitable deduction from the contract price shall be made therefor, or in the alternative, the CITY, at its option, may seek damages.
 - iv. Neither inspection nor payment, including final payment, by the CITY shall relieve CONSULTANT from its obligations to do and complete the work product in accordance with this Agreement.
- f. **Notices.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified or by facsimile transfer with confirmation thereof, or in person with proof of delivery. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the place for giving of notice.

- i. CITY: City of South Daytona, Attention: City Manager, 1672 South Ridgewood Avenue, South Daytona, Florida 32119.
- ii. CONSULTANT: _____

g. **Insurance.** Throughout the Term of this Agreement, CONSULTANT shall maintain in force at its own expense, insurance as follows:

- i. **Workers Compensation:** Workers' Compensation Insurance with statutory limits, including coverage for Employer's Liability, with limits not less than \$100,000 each accident, \$100,000 each disease, and \$500,000 each aggregate disease.
- ii. **General Liability:** Commercial General Liability with limits not less than \$1,000,000 each occurrence combined single limit of liability for bodily injury, death, and property damage, and personal injury resulting from any one occurrence, including Broad Form Commercial General Liability and coverage for Independent Contractors.
- iii. **Automobile Liability:** Comprehensive or Business Automobile Liability Insurance with not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage including coverage for owned, hire, and non-owned vehicles as applicable. CONSULTANT and/or its subconsultant shall take out and maintain these coverages as shall protect it against claims for damages resulting from bodily injury, including wrongful death and property damage which may arise from the operations of any owned, hired, or non-owned automobiles and/or equipment used by him or her in any capacity in connection with the carrying out of this contract.
- iv. **Professional Liability:** CONSULTANT and its officers, employees, and/or agents will provide the CITY a Certificate of Insurance evidencing professional liability insurance with limits not less than \$1,000,000 aggregate with respect to negligent acts, errors, or omissions in connection with professional services to be provided under this Agreement, including but not limited to design errors and omissions. CONSULTANT shall maintain professional liability insurance during the term of this Agreement and for a period of three (3) years from the date of completion of the Project. In the event that CONSULTANT goes out of business during the Term of this Agreement or the three (3) year period described above, CONSULTANT shall purchase Extended Reporting Coverage for claims arising out of CONSULTANT negligent acts, errors, and omissions during the term of the Professional Liability Policy.
- v. CONSULTANT shall furnish the CITY with Certificates of Insurance, which are to be signed by a person authorized by that insurer to bind coverage on its behalf. The CITY as well as FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) is to be specifically included as an additional insured and Loss Payee on all policies required by paragraph 3.h., except Workers' Compensation and Professional Liability. In the event the insurance coverage expires prior to the completion of the Project, a renewal certificate shall be issued thirty (30) days prior to said

expiration date. The policy shall provide a thirty (30) day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the CITY before commencement of any work activities.

- vi. Any and all of CONSULTANT's subcontractors shall be required to include the CITY, as well as FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) and CONSULTANT as an additional insured and Loss Payee on their general liability and automotive insurance policies.
- vii. Said insurance coverages procured by CONSULTANT as required herein shall be considered, and CONSULTANT agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance available to CONSULTANT, and that any other insurance, or self-insurance available to CONSULTANT shall be considered secondary to, or in excess of, the insurance coverage(s) procured by CONSULTANT as required herein.
- viii. Nothing herein shall be construed to extend CITY's liability beyond that provided in section 768.28, Florida Statutes.

4. General Provisions.

a. Indemnification.

- i. To the extent provided by law, the CONSULTANT shall indemnify, defend, and hold harmless the City of South Daytona and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the CONSULTANT, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the CONSULTANT.

The foregoing indemnification shall not constitute a waiver of the Department's or the City of South Daytona's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by the Consultant to indemnify the City of South Daytona for the negligent acts or omissions of the City of South Daytona, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the Consultant to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

- ii. Irrespective of any insurance carried by CONSULTANT, pursuant to this Agreement or otherwise, CONSULTANT shall indemnify, and hold harmless the CITY and all of the CITY's officers, agents, and employees from and against all claims, liability, judgments, costs, damages, interest, penalties, loss, and

expense, including reasonable collection expenses, attorneys' fees, and court costs arising out of any accident, casualty, or other occurrence causing injury to any person or property arising from CONSULTANT's negligence, recklessness, or intentional wrongful misconduct or the negligence, recklessness, or intentional misconduct of CONSULTANT's officers, directors, contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees, or caused by or arising from any act of negligent omission of CONSULTANT or CONSULTANT's officers, directors, contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees, including violation of any federal, state, or local law, statute, ordinance, rule, or regulation. CONSULTANT shall further indemnify the CITY against any claim that any product purchased or licensed by the CITY from CONSULTANT under this Agreement infringes a United States patent, trademark, or copyright, provided the CITY give CONSULTANT written notice of any such claim not more than ten (10) days from the date the CITY knew or should have known of the claim. The parties shall cooperate fully with each other in the defense of such claim. CONSULTANT recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the CITY in support of these indemnification and hold harmless contractual obligations in accordance with the laws of the State of Florida. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve CONSULTANT of its liability and obligation to hold harmless and indemnify the CITY as set forth in this paragraph of this AGREEMENT. Such indemnification shall be in addition to any and all other legal remedies available to the CITY and shall not be considered to be the CITY's exclusive remedy.

- iii. In the event that any claim in writing is asserted by a third party which may entitle the CITY to indemnification, the CITY shall give notice thereof to CONSULTANT which notice shall be accompanied by a copy of statement of the claim. Following the notice, CONSULTANT shall have the right, but not the obligation, to participate at its sole expense, in the defense, compromise, or settlement of such claim with counsel of its choice. If CONSULTANT shall fail timely to defend, contest, or otherwise protect against any suit, action, or other proceeding arising from such claim, or in the event the CITY decides to participate in the proceeding or defense, the CITY shall have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONSULTANT, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto shall cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise, or settlement of such claim.

- iv. The indemnification provisions of this paragraph shall survive the termination of this Agreement. Nothing herein shall be construed to extend the CITY's liability beyond that provided in section 768.28, Florida Statutes.
- b. **Warranties.**
 - i. CONSULTANT warrants that its services are to be performed within the limits prescribed by the CITY consistent with the generally accepted standards and practices of the profession in which CONSULTANT is engaged.
 - ii. CONSULTANT represents and warrants that it has the personnel and experience necessary to perform the services in a professional and workmanlike manner.
 - iii. CONSULTANT represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.
 - iv. CONSULTANT represents and warrants that it will comply with all applicable laws, rules, regulations, and codes, including federal, state, special district, and local.
 - v. CONSULTANT warrants that the data utilized by CONSULTANT (other than as provided by the CITY) is from a source, and collected using methodologies, which are generally recognized in CONSULTANT's industry or profession to be a reliable basis and foundation for CONSULTANT's work product. CONSULTANT shall notify the CITY in writing should it appear, in CONSULTANT's professional judgment, that the data or information provided by the CITY for use in CONSULTANT's work product is incomplete, defective, or unreliable.
 - vi. CONSULTANT guarantees to amend, revise, or correct to the satisfaction of the CITY any error appearing in the work, as a result of CONSULTANT's failure to comply with the warranties and representations contained herein. Neither inspection nor payment, including final payment, by the CITY shall relieve CONSULTANT from its obligations to do and complete the work product in accordance with this Agreement.
- c. **Assignment.** This Agreement is personal, and CONSULTANT shall not assign or delegate any rights or duties hereunder without the specific written consent of the CITY. In the event CONSULTANT requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement or the Work Authorizations contemplated by this Agreement, CONSULTANT shall obtain the written approval of the CITY Project Manager prior to engaging such subcontractor or professional associate.
- d. **Opinions of Cost.** Since CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over contractor(s)' methods of determining prices, or over competitive bidding or market conditions, any opinions rendered as to probable Project cost and construction cost for any subsequent Project are made on the basis of its experience and qualifications and

represent its best judgment as an experienced and qualified professional; however, CONSULTANT cannot and does not guarantee that proposals, bids, or actual Project or construction cost will not vary from opinions of probable cost prepared by CONSULTANT. If, prior to the Bidding Phase, the CITY wishes greater assurances as to Project or construction cost, it shall employ, or authorize CONSULTANT to employ, an independent cost estimator.

- e. **Ownership of Work and Documents.** All work performed by the CONSULTANT pursuant to this Agreement shall be the property of the CITY. The CONSULTANT hereby conveys, transfers and grants to the CITY all rights of reproduction and the copyright to all such documents.
- f. **Confidentiality; Public Records.**
 - i. CONSULTANT shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the services performed by CONSULTANT or other information to which CONSULTANT has had access during the Term of this Agreement without the prior written approval of the CITY, during the Term of this Agreement and for a period of five (5) years after the termination of this Agreement.
 - ii. CONSULTANT is a "Contractor" as defined by Section 1 19.0701(1)(a), Florida Statutes, and shall comply with the public records provisions of Section 119.0701(2), Florida Statutes, including the following:
 - (1) Keep and maintain public records required by the CITY to perform the service.
 - (2) Upon request from the CITY 's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
 - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the CITY.
 - (4) Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY 's custodian of

public records, in a format that is compatible with the information technology systems of the CITY.

- iii. "Public records" is defined in Section 119.011(12), Florida Statutes, and includes all documents, papers, letters, photographs, data processing software, or other material, regardless of the physical form, made or received in connection with this Agreement.
- iv. Should CONSULTANT assert any exemptions to the requirements of Chapter 119 and related law, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon CONSULTANT.
- v. CONSULTANT consents to the CITY 's enforcement of CONSULTANT's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONSULTANT shall pay all court costs and reasonable attorney' s fees incurred by CITY.
- vi. CONSULTANT's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR shall be grounds for immediate unilateral cancellation of this Agreement by the CITY.

VII. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: BECKY WITTE, DEPUTY CITY CLERK, (386) 322-3011, BWITTE@SOUTHDAYTONA.ORG, 1672 S. RIDGEWOOD AVENUE, SOUTH DAYTONA, FLORIDA 32119.

VIII. The Parties agree to comply with s. 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s. 20.055(5), Florida Statutes.

- g. **Audit.** CONSULTANT shall maintain adequate records to justify all charges and costs incurred in performing the work for five (5) years after completion of this Agreement. The CITY shall have access to such books, records, and documents as required in this paragraph for the purpose of inspection or audit during normal business hours at the CONSULTANT's place of business.
- h. **Covenants by the CITY.** The CITY hereby covenants and agrees:
 - i. To promptly pay the fees to CONSULTANT in the amounts and at the times specified herein subject to bona fide dispute as to the work performed or fee charged.
 - ii. To appoint a Project Manager in connection with each Work Authorization executed under this Agreement. Such Project Managers shall have authority to transmit instructions, receive information, interpret and define the CITY 's

policy, make decisions pertinent to authorized Projects, and sign off on invoices for interim payments to CONSULTANT.

i. **Independent Contractor.**

- i. It is specifically agreed that CONSULTANT is deemed to be an independent contractor and not a servant, employee, joint adventurer, or partner of the CITY. It is further agreed that no agent, employee, or servant of CONSULTANT shall be deemed to be the agent, employee, or servant of the CITY. None of the benefits, if any, provided by the CITY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the CITY to the employees, agents, or servants of CONSULTANT. CONSULTANT will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONSULTANT is an independent contractor, the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY 's general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all Federal, State, and municipal laws, rules and regulations that are now or may in the future become applicable to CONSULTANT, CONSULTANT's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The CITY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONSULTANT.
- ii. CONSULTANT shall bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.
- iii. CONSULTANT agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

j. **Tax Identification Information.** CONSULTANT acknowledges that CITY will collect CONSULTANT's tax identification number for one or more purposes, including: reconciliation of accounts, verification of identity, verification of credit worthiness, background checks, billing or payment requirements of third parties, government reporting requirements, and bank requirements, and CONSULTANT consents to such use.

k. **Quantity of Work.** CONSULTANT acknowledges that no representation, commitment, or guarantee, express or implied, is made by the CITY as to the minimum or maximum amount of work which will result from this Agreement.

5. **Miscellaneous Provisions.**

- a. **Discrimination.** CONSULTANT shall assure that no person shall be excluded, on the grounds of race, color, creed, national origin, handicap, age, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement. CONSULTANT shall take all measures necessary to effectuate these assurances.
- b. **Severability.** Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that this Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- c. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONSULTANT recognizes that any representations, statements or negotiations made by the City staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized City representatives.
- d. **Construction.** Should any provision of this Agreement be subject to judicial interpretation, it is agreed that the court interpreting or considering such provision will not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared the same, as all parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, and/or the negotiation of specific language, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- e. **Attorney's Fees.** In the event of any litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs which are directly attributed to such litigation both at the trial and appellate levels.
- f. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONSULTANT's work product, services, or materials shall not be construed to operate as a waiver of any of the CITY's rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.

- g. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties shall not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision shall not apply if the "Scope of Work" of this Agreement specifies that performance by CONSULTANT is specifically required during the occurrence of any of the events herein mentioned.
- h. **Headings.** All headings are for clarification only and are not to be used in any judicial construction of this Agreement or any paragraph.
- i. **Binding Nature of Agreement.** This Agreement shall be binding upon the successors and assigns of the parties hereto.
- j. **Law; Venue.** This Master Agreement is being executed in Volusia County, Florida and shall be governed in accordance with the laws of the State of Florida. Volusia County, Florida, shall be the venue of any action thereon.
- k. **Bond.** If a surety bond has been required by the Bid Documents for CONTRACTOR's faithful performance and payment, and if at any time the surety is no longer acceptable to the CITY, CONTRACTOR must, at its expense, within five (5) days after the receipt of notice from the CITY to do so, furnish an additional bond or bonds in such form and with such Surety or Sureties as are satisfactory to the CITY. The CITY will not make any further payment to CONTRACTOR, nor will any further payment be deemed to be due to CONTRACTOR, until such new or additional security for the faithful performance of the work is furnished in a manner and form satisfactory to the CITY.
- l. **Federal or State Funding.** If any portion of the funding for this Agreement is derived from the State of Florida, or any department of the State of Florida, or from federal funding through the State of Florida, the provisions of this sub-paragraph shall apply, provisions elsewhere in this Agreement to the contrary notwithstanding. CONTRACTOR shall make inquiry from the CITY's Project Manager to determine whether Federal or State funding is applicable to this Agreement.
- m. **E-Verify Compliance.** CONTRACTOR affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., CONTRACTOR is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, CONTRACTOR requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that CONTRACTOR is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

- n. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. CONTRACTOR hereby certifies that CONTRACTOR is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONTRACTOR further hereby certifies that CONTRACTOR is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject CONTRACTOR to civil penalties, attorney's fees, and/or costs. CONTRACTOR further understands that any contract with City for goods or services of any amount may be terminated at the option of City if CONTRACTOR (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.
- o. **Inspections.** CONTRACTOR shall permit, and require its subcontractors to permit, the CITY's and the State of Florida's authorized representatives to inspect all work, materials, payrolls, and records, to audit the books, records, and accounts pertaining to the financing and development of the Services described in the Contract Documents.
- p. **Auditor General Cooperation.** CONTRACTOR shall comply with §20.055 (5), Florida Statutes, and shall incorporate in all subcontracts the obligation to comply with §20.055 (5), Florida Statutes

6. APPENDIX A Forms are required to be included in the contract:

- **Truth-in-Negotiations Form, FDOT Form No. 375-030-30**
- **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, FDOT Form No. 375-030-32**

- **Certification for Disclosure of Lobbying Activities, FDOT Form No. 375-030-33**
- **Disclosure of Lobbying Activities, FDOT Form No. 375-030-34**
- **Terms for Federal Aid Contracts Form, FDOT Form No. 375-040-84**

*Forms can be found at [LAP Forms \(fdot.gov\)](https://www.fdot.gov/programmanagement/lap/forms/lapforms.shtm) /
<https://www.fdot.gov/programmanagement/lap/forms/lapforms.shtm>*

TRUTH IN NEGOTIATION CERTIFICATION

375-030-30

Form can be found at: <https://www.fdot.gov/programmanagement/lap/forms/lapforms.shtm>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
05/14

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

Name of Consultant

By: _____

Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID
CONTRACTS**

(Compliance with 2 CFR Parts 180 and 1200)

375-030-32

Form can be found at: <https://www.fdot.gov/programmanagement/lap/forms/lapforms.shtm>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**
(Compliance with 2 CFR Parts 180 and 1200)

375-030-32
PROCUREMENT
11/15

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

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

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID
CONTRACTS**

(Compliance with 49CFR, Section 20.100 (b))

375-030-33

Form can be found at: <https://www.fdot.gov/programmanagement/lap/forms/lapforms.shtm>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS**
(Compliance with 49CFR, Section 20.100 (b))

375-030-33
PROCUREMENT
01/24

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(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 of Lobbying Activities", 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 prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: _____

By: _____ Date: _____

Authorized Signature: _____

Title: _____

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34

Form can be found at: <https://www.fdot.gov/programmanagement/lap/forms/lapforms.shtm>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

Is this form applicable to your firm?
YES ☐ NO ☐
If *no*, then please complete section 4
below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: _____ _____ _____ Congressional District, if known: 4c _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, if known: _____	
6. Federal Department/Agency: _____ _____ _____	7. Federal Program Name/Description: _____ _____ CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> _____ _____ _____	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____	
11. 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 (mm/dd/yyyy): _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

375-030-83
PROCUREMENT
11/21

Page 74 of 84

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION

For Consultant/Contractor/Technical Advisors

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-50
PROCUREMENT
OGC-1/20


CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION

Information entered on this page will carry over to subsequent pages.

When completed: Print this document to PDF by choosing File, Save as, and selection PDF as the file type (excluding page 1 from printing) or Print only the pages from the sections you need for signature using the printer icon buttons.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

VERSIONS

TECHNICAL REVIEW COMMITTEE / DOT TECHNICAL ADVISORS	
SELECTION COMMITTEE	
PUBLIC OFFICERS / EMPLOYEES	
TECHNICAL REVIEW / AWARDS COMMITTEE FOR LOW BID PROJECTS	
CONSULTANT / CONTRACTOR SERVING IN THE ROLE OF PROJECT MANAGER	
CONSULTANT / CONTRACTOR / TECHNICAL ADVISORS	

**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
SELECTION COMMITTEE**

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, employees of the Department may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that employees are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

Employees are expected to safeguard their ability to make objective, fair, and impartial decisions, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Employees should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, and Section 838.22, Florida Statutes, and could result in disciplinary action by the Department.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Selection Committee Members:

Date: _____

Printed Names

Signatures

Additional Page

[illegible]

Selection Committee Members:

[illegible]

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS**

375-030-50
PROCUREMENT
OGC – 1/20

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes..

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
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Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date
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FDOT Form 375-040-84 ATTACHMENT

*Form can be found at: <https://www.fdot.gov/programmanagement/lap/forms/lapforms.shtm>
and on the following pages:*

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TERMS FOR FEDERAL AID CONTRACTS (APPENDIX II):

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracings, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.
- C. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- D. The Consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- E. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- F. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- G. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- H. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- I. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
 - 1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
 - 2. cancellation, termination or suspension of the contract, in whole or in part.
- J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions

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issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

- K. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- L. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- M. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- N. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.
- "The subconsultant, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate."
- Pursuant to 49 CFR 26.11(c), the Consultant shall submit the bid opportunity list at the time of contract execution, and shall enter DBE commitment and payment information in the Florida Department of Transportation Equal Opportunity Compliance (EOC) system. The Consultant shall request access to the EOC system using Form No. 275-021-30.
- O. Prompt Payment of and Return of Retainage to Subconsultants: The Consultant will pay monies owed to subconsultants, suppliers or other parties within thirty (30) days of the Consultant receiving payment from the Local Agency. The Local Agency is prohibited from withholding retainage from consultants. To the extent the selected consultant withholds retainage from its subconsultants, it must be returned in its entirety within thirty (30) days of satisfactory completion of the subconsultant work. The Local Agency is the arbiter of what constitutes satisfactory completion. These provisions apply to all subconsultants and at all tiers of subcontracting.
- P. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

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- Q. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- R. The Local Agency hereby certifies that neither the Consultant nor the Consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to
1. employ or retain, or agree to employ or retain, any firm or person, or
 2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;
- The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.
- S. The Consultant hereby certifies that it has not:
1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
 2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
 3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.
- The Consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.
- T. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.
- U. Clean Air Act: The Consultant agrees to comply with applicable standards, orders or regulations issued pursuant to Clean Air Act (42 U.S.C § 7401 et seq), as amended..
- The Consultant agrees to report each violation to the Florida Department of Transportation (Department) and understands and agrees that the Department will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.
- V. Federal Water Pollution Control Act: The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.
- The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.
- W. Byrd Anti-Lobbying: Consultants awarded a contract of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or

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organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS: (Compliance with 49 CFR, Section 20.100(b))(1) The Consultant certifies that: (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any state or Federal agency, a member of the Florida Legislature, 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. (b) 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities". (2) 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 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. (3) The Consultant also certifies by signing this contract that the Consultant shall require the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Statement for Loan Guarantees and Loan Insurance

Per 49 CFR Part 20, Appendix A, the undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- X. Buy America: 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 per 2 CFR part 200.322.

"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" 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.

Furthermore Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement effective the date first written above.

CITY OF SOUTH DAYTONA

William C. Hall, Mayor

ATTEST:

(Seal)

James L. Gillis Jr, City Manager

APPROVED AS TO FORM AND LEGALITY

Wade C. Vose, City Attorney

CONTRACTOR

(INSERT CONTRACTOR COMPANY NAME)

Print Name: _____

Title: _____