

**CITY OF PORT ST. JOE, FLORIDA
NOTICE OF REQUEST FOR QUALIFICATIONS**

RFQ 2026-01

**REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES FOR COMMUNITY
DEVELOPMENT BLOCK GRANTS (CDBG-DR)
Wastewater Plant Improvements**

Sealed Qualification Packets for the City of Port St. Joe's Request for Qualifications for Engineering Services for Community Development Block Grants (CDBG-DR) Wastewater Plant Improvements will be received at City Hall, 305 Cecil G. Costin, Sr. Blvd., Port St. Joe, Florida 32456, up until 3:00 P.M. EDST, Wednesday, March 25, 2026. Qualification Packets will be publicly opened and acknowledged, Wednesday, March 25, 2026, at 3:05 EDST, in the City Commission Conference Room. **This RFQ will be for the Wastewater Plant Improvements to utilize CDBG-DR Grant Funds and any other grants needed to complete the project.**

Qualifications shall be submitted in a sealed envelope, plainly marked with submitter's name, address, date, time of opening, and "RFQ 2026-01 for Request for Qualifications for Engineering Services for CDBG-DR Wastewater Plant Improvements." Your packet must include a thumb drive with your proposal on it.

The full RFQ is available on the City's website at www.cityofportstjoe.com For questions concerning this RFQ, please contact Jim Anderson, City Manager, at 850-229-8261.

The City of Port St. Joe is an Equal Opportunity, Affirmative Action, Drug Free Work Place Employer.

RFQ #2026-01
BID SPECS
REQUEST FOR QUALIFICATIONS FOR
ENGINEERING SERVICES

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SECTION I – INTRODUCTION

1.1 Purpose:

The City of Port St Joe, herein referred to as the "City", is seeking statements of qualifications from qualified engineering firms, herein referred to as the "Engineer", to provide professional engineering and related services for the Wastewater Plant Improvements project funded by the CDBG-DR program and other grants needed to complete the project.

SECTION 2 - SCOPE OF WORK

2.1 Detailed Scope:

The Engineer shall perform, as needed, continuing contract consulting services for the City's CDBG-DR and other grants needed to fund the project. The types of projects could include but not be limited to, roadway repair/resurfacing, stormwater improvements, sanitary sewer collection system improvements, lift stations, wastewater plant improvements, building and/or gymnasium improvements. The Engineer will be required to work closely with City staff. Task orders will be assigned on an as needed basis and may include but not be limited to the following types of services:

- Wetland delineations and permitting
- Survey services by a Professional Surveyor licensed in the State of Florida
- Engineering design services by a Professional Engineer licensed in the State of Florida
- Preparation of plans, technical specifications, and cost opinions
- Preparation of permit applications to FDEP, ACOE, and other regulatory agencies including permit compliance and monitoring
- Geotechnical sampling, data collection, and evaluation
- Owner representative/agent during construction
- Construction administration and inspection support
- Project certification
- Direct reporting to the City Commission and attendance of public meetings
- Other engineering issues as directed by the City

2.2 Format Guidelines:

Each Statement of Qualification should be prepared simply and economically, providing straightforward, concise delineations of firm's capabilities to satisfy the requirements of this Request for Qualifications. Fancy bindings, colored displays, and promotional material are not desired. Emphasis is on completeness and clarity of content. In order to expedite the evaluation of the Statement of Qualifications, it is essential that firms follow the format and instructions herein. Submittals should at a minimum include the following information:

1. Consultant's name and address
2. Proof of Licenses/Certifications
3. Proof of corporate registration to operate in the State of Florida by the Department of State, Division of Corporations.
4. Proposed responsible office for consultant
5. Contact person, phone number and email address
6. Statement regarding previous experience of consultant or sub-consultant in advertised type of work
7. Proposed key personnel and their proposed roles

8. Sub-consultant(s) that may be used for the project
9. Indication as to whether the prime firm and/or sub-consultants are disadvantaged business enterprises (DBE)
10. Public Entity Crimes Statement
11. Proof of Insurance with limits
12. Drug Free Workplace Form
13. Certification of Non-Segregated Facilities

SECTION 3- PROCUREMENT RULES AND INFORMATION:

3.1 Contact Person:

Jim Anderson, City Manager
 305 Cecil G. Costin Sr. Blvd.
 Port St. Joe, FL 32456
 (850)229-8261

janderson@psj.fl.gov

All technical questions regarding this RFQ should be sent by email to the City Manager. **Questions shall be submitted no later than 12 Noon local time on March 11, 2026.** Questions submitted after that date and time will not be answered. DIRECTING QUESTIONS TO ANY OTHER CITY STAFF IS PROHIBITED AND WILL RESULT IN SUBMITTAL BEING DISQUALIFIED. Interpretations or clarifications considered necessary by the City Manager in response to such questions will be issued by Addenda and will be placed on the City website: <http://www.cityofportstjoe.com/>. By submitting a Statement of Qualifications, responder acknowledges receipt of all Addenda issued. Failure to submit requests in writing by the specified time shall not be grounds for a protest.

3.2 Calendar of Events:

Listed below are the important actions and dates/times by which the actions must be taken or completed. If the City finds it necessary to change any of these dates/times, it will be accomplished by addendum. All listed times are eastern time.

<u>DATE/TIME</u>	<u>ACTION</u>
March 11, 2026, no later than 12:00 Noon	Last day to submit questions
March 25, 2026, no later than 3:00 PM Eastern	Close date
March 25, 2026, 3:05 P.M. Eastern	Open bids

3.3 RFO Opening:

RFQ submittal shall be received at the City of Port St Joe City Hall 305 Cecil G. Costin Sr. Blvd, Port St. Joe, FL 32456 by the specified time and date. The RFQ submittals shall be opened publicly and the names of the proposers shall be read aloud in the Commission Chambers at City Hall at the specified date and time.

3.4 Cost of Preparing RFO:

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to the RFQ.

3.5 Disposals of RFQ:

Upon award recommendation or thirty (30) days after receiving, RFQ submittals become “public records” and shall be subject to disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFQ and must identify the data or other materials to be protected and must state the reasons why such exclusion from public disclosure is necessary.

3.6 Rejection of RFQ:

The City reserves the right to accept or reject any statement of qualification as may be deemed necessary by the City to be in its best interest. The City further reserves the right to waive any and all formalities, and reserves the right to reject all nonconforming, unresponsive statements of qualifications. The City reserves the right to reject the statement of qualifications of any firm or individual if the City believes that it would not be in the best interest of the City to make an award to that firm or individual, because the statement of qualification is not responsive or responsible, or the firm or individual is unqualified or of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by the City.

3.7 Verbal Instructions:

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications from firms, which are signed, and in writing will be recognized by the City as duly, authorized expressions on behalf of the firm. *Any and all communication with City Commissioners or city staff other than the City Manager is prohibited during the time of the RFQ advertising.*

3.8 Indemnification:

Firm shall indemnify and save harmless the City, its officers, agents and employees, from all claims, suits or actions at law or equity, damages, losses, and expenses, whether direct or indirect, or consequential, including but not limited to charges of engineers, attorneys, and other professionals and costs of both defense and appeal, in a court of law or other tribunal, for any reason whatsoever, including but not limited to bodily injury, sickness, disease or death of any person, including employees of Firm or any subcontractor, or injury to or destruction of property, including loss of use, which claims are arising out of, related to, connected with, or caused by (a) Firm, or any subcontractor or supplier of Firm, negligent performance or non-performance of the Project. The provisions of this indemnification agreement shall include all accidents, injuries and claims made, whether or not caused in part, by any act or omission of the City, its respective officers, agents, or employees, provided Engineer shall not be required to indemnify the City for the City’s own negligence.

3.9 Public Entity:

The Engineer must sign and complete a Public Entity Crime Sworn Statement as defined under Section 287.133(3) (a), F.S. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a consultant, supplier, or subcontractor, under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

3.10 Drug Free Workplace:

The Engineer must complete the City’s Drug Free Workplace Certification form, attached and made a part of the RFQ.

3.11 Debarment Notice:

Bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a Council official) are subject to 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement).” In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as they common rule, “New Restrictions on Lobbying,” published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget “Governmentwide Guidance for New Restrictions on Lobbying,” and notices published at 54 FR 52306 (December 20, 2989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)

3.12 Insurance Requirements:

Firm shall purchase and maintain through the Contract period workers compensation, comprehensive general liability (occurrence form), comprehensive automobile liability, builder's risk, and other insurance as is appropriate for the Project being performed hereunder by firm, its employees, subcontractors or agents. The amounts and types of workers compensation, comprehensive general liability (occurrence form), and comprehensive automobile liability insurance shall conform to the following minimum requirements:

1. Worker's Compensation Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
 - a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
 - b. Notice of Cancellation and/or Restriction. The endorsed to provide the City with thirty (30) days' written notice of cancellation and/or restriction.
2. Comprehensive General Liability Coverage must include:
 - a. \$1,000,000 combined limit per occurrence for bodily injury, personal injury and property damage. If contract is less than \$100,000.00, then general liability insurance requirement is \$300,000.00.
 - b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.
 - c. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the City with thirty (30) days' written notice of cancellation and/or restriction.
3. Comprehensive Automobile Liability Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:
 - a. \$300,000 combined single limit per accident for bodily injury and property damage.
 - b. Owned Vehicles.
 - c. Hired and Non-Owned Vehicles.
 - d. Employee Non-Ownership.
 - e. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the City with thirty (30) days' written notice of cancellation and/or restriction.
 - f.

4. Professional Liability/Malpractice/Errors or Omissions Coverage must include a minimum of \$1,000,000 per occurrence. Certificates of Insurance evidencing the insurance coverage specified in this Article shall be submitted to the City with the executed Contract. The Certificates of Insurance shall be filed with the City before this Contract is deemed approved by the City. The required Certificates of Insurance not only shall name types of policies provided, but also shall refer specifically to this Contract. All the policies of insurance so required of Engineer shall be endorsed to include as additional insured the City, its officers, employees, and agents, except for Worker's Compensation. If the initial insurance policy expires prior to completion of the Project, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of the policy expiration. The purchase of any of the above-referenced insurance policies shall not release the Engineer or any Surety created by this Contract from any obligation, warranty or guarantee provided in this Contract. The Insurance Company (ies) shall be authorized to conduct business in the State. Any risk of loss of completed work on the Project, or work in progress on the Project, equipment and material stored on or off the Project Site, or in transit, shall be borne by the Firm through the date of final completion for the Project.

3.13 Protest:

RFQ protests arising under the City Bidding Documents or Procedures shall be resolved by the Board of City Commissioners.

3.14 Term of Contract:

The duration of the Contract will be for one (1) five (5) year term. The Contract may be renewed, expanded, and extended by mutual agreement for a renewal period of two (2) one-year (1) additional terms that when totaled together equal seven (7) years.

SECTION 4 – EVALUATION OF STATEMENTS:

4.1 Evaluation Criteria:

In accordance with Section 287.055, Florida Statues or most recent supplement, a committee will review the information submitted and short list the firms. On-site presentations and/or interviews may be requested of a short list of three or more firms. Once all reviews are complete, the firms will be ranked by the committee with the top ranked firm being presented to the Port St Joe Board of City Commissioners for approval and authorization to negotiate with the top ranked firm. Ranking and selection will be based on the following categories.

Ability of Professional Personnel:

This criterion measures the ability of professional team personnel as shown by their level of experience on projects of similar type, size and complexity. This criterion measures how well the team is staffed to address all facets of the project. It measures how well the team is organized to deliver the project for the City. Preference will be given to teams with knowledge and experience with local construction and regulatory conditions and who demonstrate a strong commitment to team collaboration proximate to the project site. Preference will be also be given to teams (both individuals within the team and companies making up the team) that have worked together on successful delivery of similar projects. It measures the overall level of the team's qualifications to successfully complete the project.

Past Performance:

This criterion measures the professional team's past experience with projects similar in size, type and complexity as this project. The professional teams will be evaluated on their engineering projects of the size and scope of this project including the experience the team members proposed on this project have together on the previous projects presented.

Location:

The professional team's approach to management and execution of work with respect to location of various key project team members will be evaluated under this criterion. The Engineer shall demonstrate from the project kick-off how they manage day-to-day or on-site information collection and distribution between internal and external team members, City staff, as well as other entities involved in the project.

Recent, Current, and Projected Workloads of the Firm:

This criterion measures the team's proposed resources for the project and their availability to complete all elements of this project with regards to the closeout of recent work, current workload, and projected projects that could impact the completion of this project.

CITY OF PORT ST JOE
ENGINEERING SERVICES RFQ NO: 2026-01
Wastewater Plant Improvements

Proposer A: _____

Proposer B: _____

Proposer C: _____

Proposer D: _____

CRITERIA	Proposer A	Proposer B	Proposer C	Proposer D
<i>Capacity to serve the needs of the City of Port St Joe:</i> Excellent: 20 points Above average: 15 points Good: 10 points Fair: 5 points Poor: 0 points				
<i>Successful experience with Florida Small Cities CDBG and Florida HMGP projects administered. Up to 20 points.</i>				
<i>Key staff and qualifications:</i> 20 or more years: 15 points 15-19 years: 10 points 10-14 years: 5 points 5-9 years: 2 points Less than 5 years: 0 points.				
<i>Ability to address the needs of the project including understanding of the local needs and approach to project.</i> Excellent: 20 points Above average: 15 points Good: 10 points Fair: 5 points Poor: 0 points				
<i>Reputation and Client References.</i> Excellent: 15 points Above average: 7 points Good: 5 points Fair: 2 points Poor: 0 points				
<i>Certified Minority / Women Owned business.</i> Award 5 points if the firm is MBE/WBE				
<i>Total Score:</i> (95 possible)				

Ranking: #1 _____

#2 _____

#3 _____

#4 _____

Signature: _____ *Date:* _____

Certification of Non-segregated Facilities

The federally assisted Engineering Consultant certifies that he/she does not maintain or provide for their employees, any segregated facilities at any of his establishments and that it does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted Engineering Consultant certifies that it will not maintain or provide for their employees segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted Engineering Consultant agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted Engineering Consultant agrees that (except where it has obtained identical certifications from proposed sub-Contractors for specific time periods) it will obtain identical certifications from proposed sub-Contractors prior to the award of subcontracts exceeding ten thousand (\$10,000.00) dollars US which are not exempt from the provisions of the equal opportunity clause and that it will retain such certifications in its files.

Signature of Engineering Consultant

Title

Date

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

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

1. This sworn statement is submitted to ***City of Port St Joe, Florida, a Municipal Corporation, 305 Cecil G. Costin Sr. Blvd Port St Joe, FL 32456*** by

[print individual's name and title]

for: _____ whose business
[print name of entity submitting sworn statement]

address is _____

_____ and (if applicable) it's Federal
Identification Number (FEIN) is _____ (If the entity has no FEIN, include the
Social Security Number of the individual signing this sworn statement _____)

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

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

4. I understand that an "affiliate" as defined in Paragraph 287.133(l)(a), **Florida Statutes**, means:

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

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

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

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

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

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

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

[signature]

[Reference: RFP Number]

Sworn to and subscribed before me this _____ day of _____, 20_____. Personally known _____ or produced identification _____.
[Type of identification]

Notary Public - State of _____

My Commission expires: _____

[Signature of Notary]

[Printed, typed or stamped commissioned name of Notary Public]

CITY OF PORT ST JOE

DRUG-FREE WORKPLACE CERTIFICATION

Please complete Part I or Part II as applicable.

In order to be given preference in the award process for having implemented a drug-free workplace program prior to the Bid/Proposal submission date, the Bidder/Proposer is requested to certify that as part of their drug-free workplace program, they have:

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

Part I - PROGRAM IMPLEMENTED

I certify that I/we have established a drug-free workplace program meeting the foregoing minimum requirements.

[Printed, typed name]

[Signature]

State of Florida; County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who presented _____ as identification, and who (did) (did not) take an oath.

[Signature of Notary Public]

[Printed, typed or stamped name of Notary Public]

[Commission Number of Notary Public]

Part II - PROGRAM NOT IMPLEMENTED

A program meeting the above stated requirements has not been established or has not been fully implemented prior to Bid/Proposal closing date, and therefore I/we are not eligible for certification as a drug-free workplace.

[Signature]

[Date]

RFQ NO: 2026-01
ANTI-COLLUSION CLAUSE FORM

The award of a bid or acceptance of proposal is subject to Chapter 112, Florida Statutes*. All Bidders/Proposers must disclose with their Bid/Proposal the name of any officer, director, or agent who is a city official or employee, or a member of an official's or employee's immediate family. Further, Bidders/Proposers must disclose the name of any city official or employee, or a member of an official's or employee's immediate family, who owns directly or indirectly an interest often percent (10%) or more in the bidder's/propose's firm or related business.

CERTIFICATION

I declare that I do not have any matters which might give rise to a real or perceived conflict of interest.

I hereby disclose that the following named person(s) is an Officer, Director, or Agent who is also a City Official, Employee, or member of a City Official or Employee's immediate family and could pose a possible conflict of interest:

Name: _____
Affiliation: _____

By signing below, I affirm that I have read and understood the principles of conflict of interest disclosure and I have made full disclosure of all matters that may put me in a conflict of interest situation in performing my role.

I acknowledge that non-disclosure could result in action being taken to terminate my work with the City of Port St Joe and potentially bar me from submissions of RFQs in the future.

Signature

Printed Name

Company

Project/Bid/RFP Number: _____ Date: _____

*Florida Statutes Chapter 112.311(5) It is hereby declared to be the policy of the state that no officer or employee of a state agency or of a county, city, or other political subdivision of the state, and no member of the Legislature or legislative employee, shall have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature which is in substantial conflict with the proper discharge of his or her duties in the public interest.

Execute the acknowledgement set forth below representing you have reviewed the attached mandatory contract clauses that shall be required for proper submittal of all proposals and included language in all agreements:

I, _____, as authorized representative on behalf of, _____ (entity) submitting this proposal in response to City of Port St Joe RFQ No. 2026-01, herein acknowledge, consent and accept the following mandatory contract clauses in any and all engineering/consulting services agreements to be included but not limited to the following:

(SEE ATTACHED REQUIRED CONTRACT CLAUSES)

REQUIRED CONTRACT CLAUSES

1. Equal Employment Opportunity.

a) The contractor agrees to comply with the requirements of Chapter 760, Florida Statutes, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(6) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended.

b) If this contract is in excess of \$10,000 and meets the definition of a "federally assisted construction contract" as provided in 41 C.F.R. § 60-1.3, the following shall apply to the contractor's performance under this contract:

- i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts

by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

For the purposes of this section, "federally assisted construction contract" means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

For the purposes of this section, "construction work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

2. Davis Bacon Act.

- a) This section applies to all construction contracts in excess of \$2,000.
- b) In accordance with the requirements of the Davis Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction), the contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the contractor shall pay wages not less than once a week.
- c) Award of this contract to the contractor is conditioned upon the contractor's acceptance of the current prevailing wage determination issued by the Department of Labor as provided in the solicitation for this contract.

3. Copeland Anti-Kickback Act.

- a) This section applies to all contracts and subcontracts in excess of \$2,000 for construction or repair.
- b) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract. Specifically, the contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- c) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- d) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29C.F.R. § 5.12.

4. Contract Work Hours and Safety Standards Act.

- a) This section applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.
- b) As provided in 40 U.S.C. § 3702, and as supplemented by Department of Labor regulations (29 C.F.R. Part 5), the contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- c) The requirements of 40 U.S.C. § 3704, as supplemented by 29 C.F.R. Part 5, shall apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- d) No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- e) In the event of any violation of the clause set forth in paragraph (d) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (d) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (d) of this section.
- f) The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (e) of this section.
- g) The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph

(c) through (f) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (c) through (f) of this section.

5. Compliance With Clean Air Act.

- a)** The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b)** The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c)** The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

6. Compliance with Federal Water Pollution Control Act.

- a)** The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b)** The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c)** The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

7. Debarment and Suspension.

- a)** This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b)** The contractor must comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c)** This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, in addition to remedies available to the state of Florida and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d)** *The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.*

8. Byrd Anti-Lobbying Amendment

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

APPENDIX A, 44 C.F.R. PART 18: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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 Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official _____

Name and Title of Contractor's Authorized Official _____

Date _____

9. Procurement of Recovered Materials.

a) In the performance of this contract, the contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery Act. The contractor shall make maximum use of products containing recovered materials that are EPA- designated items, as set forth in 40 C.F.R. Part 247, Subpart B, unless the product cannot be acquired-

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

b) The requirements of this section apply to the purchase or acquisition of any procurement item where the purchase price of the item exceeds \$10,000 or where the quantity of such item or of any functionally equivalent item purchased or acquired in the course of the previous fiscal year is \$10,000 or more.

10. Section 3 Clause.

a) The work to be performed under this agreement is a project assisted under a program providing direct federal financial assistance from the U.S. Department of Housing and Urban Development (HUD) and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities to low- and very low-income persons residing in the metropolitan area in which the project is located.

b) The parties to this agreement agree to comply with the requirements of 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this agreement, the parties certify that they are under no impediment what would prevent them from complying with these requirements.

c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advertising the contractor's commitments under this Section 3 clause. The contractor shall post copies of this notice in conspicuous places at the worksite where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth the minimum number and job titles subject to hire, the availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each position, and the anticipated date the work shall begin.

d) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with the regulations set forth in 24 C.F.R. Part 135 and agrees to take appropriate action, as provided in the applicable provision of the subcontract, or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations set forth in 24 C.F.R. Part 135. The contractor shall not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 135.

f) Noncompliance with the regulations set forth in 24 C.F.R. part 135 may result in sanctions, termination of this agreement for default, and debarment or suspension from future HUD-assisted contracts.

g) With respect to work performed in connection with Section 3-covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this agreement. Section 7(6) requires that to the greatest extent feasible, (i) preference and opportunities for training and employment shall be given to Indians, and (ii)

preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian- owned Economic Enterprises. Parties to this agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

11. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that this contract is funded entirely or in part by federal funds. The contractor will comply will all applicable federal law, regulations, executive orders, Federal Emergency Management Agency, and Department of Housing and Urban Development policies, procedures, and directives, including, but not limited to:

- a)** The Housing and Community Development Act of 1974, as amended;
- b)** Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155), as amended;
- c)** Section 18 of the Small Business Act (14A U.S.C. § 647), as amended;
- d)** 44 C.F.R. § 206.191 (Duplication of Benefit), as amended;
- e)** Federal Register, Vol. 76, No. 221, November 16, 2011 (76 FR 71060): Clarification of Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees;
- f)** Public Law 114-223: Continuing Appropriations Act, 2017;
- g)** Public Law 114-254: Further Continuing and Security Assistance Appropriations Act, 2017;
- h)** HUD Federal Register Notice published at 81 FR 83254 dated November 21, 2016;
- i)** HUD Federal Register Notice published at 82 FR 5591 dated January 18, 2017; and
- j)** HUD Federal Register Notice published at 82 FR 36812 dated August 7, 2017.

12. No Obligation by Federal Government.

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

13. Fraud and False or Fraudulent or Related Acts.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.