

RESOLUTION NO. 25-07-57

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL
RANKINGS AND RECOMMENDATIONS OF THE RFQ 25-01
REVIEW COMMITTEE FOR ENGINEERING, ARCHITECTURAL AND
SURVEYING SERVICES; AUTHORIZING THE VILLAGE MANAGER
AND VILLAGE ATTORNEY TO NEGOTIATE AND ENTER INTO
NON-EXCLUSIVE CONTINUING SERVICES AGREEMENTS FOR
THE REQUESTED SERVICES; AND PROVIDING FOR AN EFFECTIVE
DATE**

WHEREAS, Islamorada, Village of Islands (the "Village") prepared and advertised a Request for Letters of Interest and Qualifications ("RFQ") for Engineering, Architectural and Surveying Services, (RFQ-25-01 attached as Exhibit "A"); and

WHEREAS, the Village Manager established an Evaluation Committee (the "Committee") to review the proposals received and to make a recommendation to the Village Council for selection of responsive proposals to create a library of service providers in ten (10) categories; and

WHEREAS, the Committee reviewed the thirty-two (32) proposals received and utilized the evaluation and scoring criteria included in the RFQ to score the proposals accordingly; and

WHEREAS, the Village Council desires to approve the rankings and select the recommended firms for engineering, architectural, environmental and surveying services; and

WHEREAS, the Village Council has determined that the procurement and utilization of these services is in the best interest of the Village and its residents.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:**

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Ranking. The Village Council of Islamorada, Village of Islands, hereby approves the Committee's final rankings and recommendations as follows:

Roadway Engineering Services:

1. Wade Trim & Associates

2. WSP USA Inc.
3. Kimley Horn
4. CW3 Engineering, Inc.
5. CSA Central, Inc.
6. R.J. Behar & Company, Inc.

Drainage Design Services:

1. Wade Trim & Associates
2. WSP USA Inc.
3. CW3 Engineering, Inc.
4. Kimley Horn
5. CSA Central, Inc.

Transportation/Traffic Engineering Services:

1. McFarland-Johnson, Inc.
2. WSP USA Inc.
3. Kimley Horn
4. Wade Trim & Associates
5. CSA Central, Inc.

Structural Engineering Services:

1. K2M Design, Inc.
2. WSP USA Inc.
3. CPH Consulting, LLC
4. Kimley Horn
5. McFarland-Johnson, Inc.
6. Wade Trim & Associates

Environmental Engineering Services:

1. WSP USA Inc.
2. Stantec Consulting Services, Inc.
3. RES
4. Aptim Environment & Infrastructure
5. Cyriacks Environmental Consulting Services, Inc.

Architectural services:

1. K2M Design, Inc.
2. Stantec Consulting Services, Inc.
3. Keys Engineering Services
4. CSA Central, Inc.
5. CPH Consulting, LLC

Civil Engineering Services:

1. Wade Trim & Associates
2. CPH Consulting, LLC
3. WSP USA, Inc.
4. CW3 Engineering, Inc.
5. Kimley Horn

Surveying and Mapping Services:

1. Massey/Richards Surveying & Mapping

2. Longitude Surveyors
3. Avirom & Associates, Inc.
4. M.G. Vera & Associates
5. CPH Consulting, LLC

Coastal Engineering Services:

1. Cummings Cederberg, Inc.
2. RES
3. Aptim Environment & Infrastructure
4. CPH Consulting, LLC
5. Stantec Consulting Services, LLC

Green Infrastructure, Resiliency, and Sustainability:

1. Cummings Cederberg, Inc.
2. Stantec Consulting Services, LLC
3. Aptim Environment & Infrastructure
4. RES
5. WSP USA, Inc.

Section 3. Authorization of Village Officials. The Village Manager and/or designee and the Village Attorney are hereby authorized to negotiate the terms and conditions of an Agreement with the firms listed herein and to enter into the agreements with the selected firms.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

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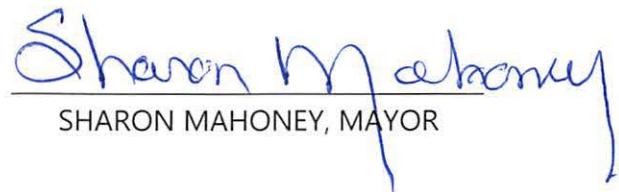
Motion to adopt by Don Horton, seconded by Deb Gillis.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Sharon Mahoney	Yes
Vice Mayor Don Horton	Yes
Councilman Steve Friedman	Yes
Councilwoman Deb Gillis	Yes
Councilwoman Anna Richards	Abstain

PASSED AND ADOPTED THIS 22nd DAY OF JULY, 2025.


SHARON MAHONEY, MAYOR

ATTEST:



MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS:


JOHN J. QUICK, VILLAGE ATTORNEY



Exhibit A



Islamorada, Village of Islands, Florida

REQUEST FOR LETTERS OF INTEREST AND QUALIFICATIONS

PROFESSIONAL GENERAL ENGINEERING, ARCHITECTURAL, ENVIRONMENTAL, and SURVEYING SERVICES

(RFQ-25-01)

Issue Date: April 09, 2025

Islamorada, Village of Islands (the "Village") will receive formal proposals and qualifications for various future projects, per specifications and scope of services established from time to time in Islamorada, Florida until **3:00 p.m. on May 23, 2025**.

Interested firms must submit sealed qualification packages by certified mail or in person to:

Village Clerk
Administrative Center and Public Safety Headquarters
86800 Overseas Highway
3rd Floor
Islamorada, Florida 33036

It is the sole responsibility of the firm to ensure that their submittal is received in a timely manner. Any qualification package submitted past the deadline and/or submitted to other locations or offices shall be deemed non-responsive and will be rejected.

Pursuant to the Florida Consultants Competitive Negotiation Act ("CCNA") as set forth in Section 287.055, Florida Statutes, Islamorada, Village of Islands will retain consultants to provide professional engineering (Civil, Roadway, Drainage, Transportation/Traffic, Structural, Environmental, Coastal, and Green Infrastructure/Resiliency/Sustainability), architectural, and surveying services for miscellaneous Village projects. In order to fulfill such needs and meet the requirements for quick response and specialized services, the Village intends to retain at least (3) qualified firms in each field, except Civil Engineering where at least five (5) firms will be retained. Each selected firm shall enter into a continuing services agreement for up to five (5) consecutive years (until 2030). It is contemplated that each individual project will have an estimated construction cost that does not exceed Seven and a Half Million Dollars (\$7,500,000.00) and professional service fees for study activity for each project will not exceed Five Hundred Thousand Dollars (\$500,000.00). Only firms with experience that is similar to the experience described in the general scope below and have a proven track record of delivering successful, on-time and within-budget projects are encouraged to respond. Firms that do

RFQ 25-01

Request for Letters of Interest and Qualifications

PROFESSIONAL GENERAL ENGINEERING, ARCHITECTURAL, ENVIRONMENTAL, and SURVEYING SERVICES

Page 1 of 30

not possess the requisite qualifications or experience for all of the general scope of services may still respond and may be eligible for consideration. No minimum quantity of work or compensation for the work will be assured to any of the firms retained and the Village shall not be prevented in any manner from retaining other firms at its sole discretion.

I. DESCRIPTION OF THE VILLAGE

The Village was incorporated as a municipality on December 31, 1997. Located in the Upper Florida Keys, the Village is approximately 18 linear miles in length with a land area of approximately 3,900 acres. The Village consists of four islands: Plantation Key, Windley Key, and Upper and Lower Matecumbe Keys, which are part of the Florida Keys' chain of islands. The Village boundaries extend from Mile 90.94 to Mile 72.66. The Village has an approximate population of 7200.

II. SCOPE OF WORK

The general scope for the professional general engineering, architectural and surveying services is as follows:

- A. Roadway Engineering:** The consulting services would include streets, sidewalk, curb, gutter, drainage, associated traffic control devices, striping, lighting, speed reduction devices and incidental landscaping.
- B. Drainage Design:** Includes the necessary analysis needed to implement proposed drainage improvements, preparation of paving and drainage plans for municipal building and facilities.
- C. Civil Engineering:** Includes other utilities system analysis, studies, design and plans review for permitting and construction engineering inspections within right-of-way and public facilities.
- D. Transportation/Traffic Engineering Services:** Includes traffic analysis (including daily volume counts, data analysis), traffic system and traffic demand management (TSM/TDM), hurricane evacuation planning, evaluation and modeling, roadway and parking improvements, parking demand studies and shared parking analysis, provides recommendations to stakeholders and preparation of final traffic engineering report.
- E. Structural Engineering:** Engineering services of a structural nature related to structures of concrete, steel, wood or other materials, or any combination thereof. Services may include, but are not limited to, design, investigation, evaluation recommendation, etc. relating to drainage structures, wall or any other structures with which the Village is involved.
- F. Environmental Services and Engineering:** Site investigation and remediation, environmental and planning studies, and projects, environmental project design, performing Phase I and II assessments, and design needed to prepare remediation plans.
- G. Coastal Engineering Services:** Includes studies, planning, permitting, design, and construction phase services in the discipline of coastal engineering. Projects may include but are not limited to shoreline management using sustainability principles, shoreline protection, coastal structures, dredging, and backfilling.

H. **Green Infrastructure, Resiliency, and Sustainability:** Sustainability, and resiliency planning and design; green infrastructure and nature-based solutions including coastal stability; planning, design, permitting services and grant assistance.

I. **Architectural Services:** Preparing parks master planning with conceptual designs and renderings; multi-purpose buildings design development and construction drawings; rehabilitation of Village facilities; and architectural landscaping activities.

J. **Surveying and Mapping Services:** Services may include but are not limited to the following: Topographical Surveying and Mapping; Land Surveying, Parcel Mapping, and Platting; Utility System Mapping; Legal Descriptions, Digital Terrain Modeling, and Aerial Survey and Mapping.

III. ELIGIBILITY CRITERIA

To be eligible for selection consideration, interested consultants must submit one (1) original printed package, five (5) printed copies, and one (1) electronic copy provided by email attachment or cloud storage link. The Qualifications Documents shall be enclosed in a sealed envelope and be plainly marked on the upper left-hand corner with the name and address of the Proposer and bear the following title: Islamorada, Village of Islands **“REQUEST FOR LETTERS OF INTEREST AND QUALIFICATIONS PROFESSIONAL GENERAL ENGINEERING, ARCHITECTURAL AND SURVEYING SERVICES (RFQ 25-01).”**

Qualifications packages must contain the following information:

1. **Cover Letter:** Provide a cover letter introducing your firm and qualifications. The cover letter should be signed by an authorized officer of the firm. Include contact information of the authorized contact person(s) concerning qualification. Indicate whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act.
2. **Firm Overview:** Provide an overview of the firm detailing the total number and expertise of professional staff, describing staff credentials of those that will be assigned to Village projects, and their area of responsibilities. Provide a list of capabilities in the services(s) in which the firm is submitting qualifications for. Identify office locations and staff assigned to those offices throughout the Florida Keys or the nearest locations to the Florida Keys. Provide a summary of experience with local/state/federal regulatory and permitting agencies. Please indicate if your firm will be the prime contractor. If subconsultants are necessary, please indicate when those would be utilized. Please note that the Village prefers to contract directly with prime entities.
3. **Project Management Experience/Project Examples:** Provide at least three examples of successfully implemented projects that demonstrate experience with the services described in the scope of work, preferably in a local government setting. Project experience should demonstrate the ability to meet budget and provide services in a timely manner. Studies may be included for consideration but should be in addition to the three implemented projects. Describe how quality and accuracy are ensured throughout projects. Include the client's name, project name, project location and summary of services performed.
4. **State Authorization to Transact Business:** Provide proof of authorization to transact business in the State from the Florida Secretary of State and the Florida Department of Professional Regulations, as applicable, from prime as well as sub-consultants.

5. **Form SF 330:** Provide a completed Form SF 330 for your firm showing the firm's data and supporting the firm's ability to perform each category of work required. Federal forms are required for both prime and sub-consultant.
6. **List of Services Offered:** Complete the list provided in Exhibit A to specify which service(s) the firm is submitting qualifications for. Each discipline will be evaluated separately.
7. **Insurance:** Provide proof of insurance as described in Exhibit B.
8. **References:** List at least five (5) recent client references with contact names and telephone numbers.

IV. EVALUATION SCORING AND TIMELINE

An Evaluation Committee will convene after the opening of the proposals to evaluate them for responsiveness to the RFQ and rank them for recommendations to the Village Council for selection. Staff will recommend the highest-ranked proposers for selection to the Village Council. Negotiations will commence with the selected firms. If the Village and selected firms are unable to finalize a contract, then, the negotiation process will move to the next highest ranked firm and so forth.

The point system for the evaluation and scoring of responsive proposals will be as follows:

Firm Overview	0-25 Points
Qualifications Of Assigned Staff	0-15 Points
Prime Contractor	0-10 Points
Understanding of Local Conditions	0-15 Points
Overall Project Experience	0-30 Points
References	<u>0-5 Points</u>
TOTAL POINTS	0-100 Points

The Village reserves the right to accept or reject any or all Proposals; to waive irregularities, technical errors and formalities; and to select a qualified firm(s) to provide the Services as it deems will best serve the interest of the Village.

All inquiries and requests for clarification or interpretation regarding this Request for Qualifications shall be made in writing to the attention of the Procurement and Grants Administrator by mail to 86800 Overseas Highway, Islamorada, Florida 33036; by email to danays.hernandez@islamorada.fl.us; or by fax to (305) 664-6464 no later than April 29, 2025.

The Village shall issue appropriate addenda as necessary via DemandStar at <https://www.demandstar.com/> and on the Village's website at <http://www.islamorada.fl.us/>. No oral change or interpretation of the provisions contained in this Request for Qualifications is valid. Written addenda shall be issued when changes, clarifications or amendments to the Request for Qualifications document are deemed necessary. The issuance

of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

(end)

EXHIBIT A **LIST OF SERVICES OFFERED**

Response Required

Firms must indicate which of the professional services they intend to be considered for as part of this RFQ. Failure to complete this exhibit may result in rejection of the submission.

Please place an "X" next to the service(s) offered.

- A. Roadway Engineering
- B. Drainage Design
- C. Civil Engineering
- D. Transportation/Traffic Engineering Services
- E. Structural Engineering
- F. Environmental Services and Engineering
- G. Coastal Engineering Services
- H. Green Infrastructure, Resiliency, and Sustainability
- I. Architectural Services
- J. Surveying and Mapping Services

EXHIBIT B **REQUIRED INSURANCE**

Certificates Required

Proposers shall, at their own expense, procure and maintain throughout the duration of the Agreement, with insurers acceptable to the Village, the types and amounts of insurance conforming to the minimum requirements set forth herein. With respect to the Professional/Pollution policy(ies), Respondent shall provide to the Village a certified copy of the insurance policy or policies which provide the coverage described below. With respect to all other coverages, as evidence of compliance with the insurance required herein, Respondent shall furnish the Village with:

- A.** a fully completed satisfactory Certificate of Insurance evidencing all coverage required herein. Also, a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of the Village and the Village's council members, officials, officers and employees as additional insureds in the Commercial General Liability coverage;
- B.** the original of the policy/policies); or
- C.** other evidence satisfactory to the Village.

Until such insurance is no longer required by this Agreement, Respondent shall provide the Village with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

If requested to do so by the Village, Respondent shall, within thirty (30) days after receipt of a written request from the Village, provide the Village with a certified, complete copy of the insurance policies providing the coverage required.

Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy must be endorsed to provide the Village with 30 days' notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"		
Part Two:	\$ 1,000,000.00	Each Accident	
	\$ 1,000,000.00	Disease	Policy Limit
	\$ 1,000,000.00	Disease	Each Employee

The Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against the Village, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with the Village, and its council members, officials, officers and employees scheduled thereon.

Commercial General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the state of Florida or those described below. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

- Mold, fungus, or bacteria
- Terrorism
- Sexual molestation

The Village and the Village's council members, officials, officers, agents, and employees shall be included as an "Additional Insureds" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured - Owners, Lessees, or Contractors). The policy must be endorsed to provide the Village with 30 days' notice of cancellation. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$ 1,000,000.00	General Aggregate
\$ 1,000,000.00	Products/Completed Operations Aggregate
\$ 1,000,000.00	Personal and Advertising Injury
\$ 1,000,000.00	Each Occurrence

Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. The policy must be endorsed to provide the Village with 30 days' notice of cancellation. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 1,000,000.00 Each Occurrence – Bodily Injury and Property Damage Combined

Professional Liability Insurance

Such insurance shall be on a form acceptable to the Village and shall cover Respondent for liability arising out of the rendering or failure to render professional services in the performance of the services required in the Agreement including any hold harmless and/or indemnification agreement. The policy must be endorsed to provide the Village with thirty (30) days' notice of cancellation.

The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 1,000,000.00	Each Claim
\$ 1,000,000.00	Annual Aggregate

The insurance provided by Respondent shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Village shall be excess of, and shall not contribute with, the insurance provided by Respondent.

Except where prior written approval has been obtained hereunder, the insurance maintained by Respondent shall apply on a first dollar basis without application of a deductible or self-insured retention. Respondent shall pay on behalf of the Village or the Village's council members, officials, officers, agents, and employees any deductible or self-insured retention applicable to a claim against the Village or the Village's council, officials, officers, agents and employees.

Compliance with these insurance requirements shall not limit the liability of Respondent. Any remedy provided to the Village by the insurance provided by Respondent shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Respondent) available to the Village under the Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by Respondent shall relieve Respondent from responsibility to provide insurance as required by this Agreement.

Certificates of Insurance must be completed as follows:

1. Certificate Holder

**Islamorada, Village of Islands
86800 Overseas Highway, 3rd Floor
Islamorada, Florida 33036**

2. Additional Insured for Commercial General Liability

Islamorada, Village of Islands and its Council members, officials, officers and employees.

V. CONFIDENTIALITY AND PUBLIC RECORDS

The Proposal Documents and related materials received from the Firms in response to this RFP will become the property of the Village and will not be returned. The Village is a public agency subject to the Florida Public Records Law.

Florida Statute 119.071(1)(b)(2) provides an exemption for "sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation" until such time as the agency provides notice of an intended decision or until 30 days after opening, whichever is earlier.

Upon the Village's notice of a decision or intended decisions on selection of a Proposer or within thirty (30) days after the opening of the Proposal Documents, whichever is earlier, any material submitted in response to this RFP will become a "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Florida Public Records Law). All documents submitted to the Village pursuant to this RFP are public records or documents subject to disclosure, except as specifically exempted by Florida law or Applicable Law. The Village reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

By submitting proposals, each proposer expressly acknowledges and agrees that the Village will not be responsible or liable in any way for any losses that the proposer may suffer from disclosure of

information or materials to third parties and the proposer agrees to defend, indemnify, and hold harmless the Village from all costs (including reasonable attorneys' fees) arising from or related to any action under Florida Public Record's Law.

VI. CONTRACT PROVISIONS AND REQUIRED FORMS FOR SUBMITTAL WITH PROPOSALS

Any contracts or agreements awarded under this RFP may be funded in full or in part by a federal grant. Neither the United States nor any of its departments, agencies or employees is or will be a party to this RFP or any resulting contract.

"Contractor (including any subcontractors), where applicable, shall comply with the requirements of all applicable laws, rules, regulations and orders of any government authority (as they may be amended from time to time) that relate to this Project. Contractor (including any subcontractors), where applicable, shall also comply with all requirements of applicable grant terms and restrictions. It is Contractor's responsibility to determine the applicability and requirements of any such laws, rules, regulations, orders, and terms.

Failure to comply with applicable laws, rules, regulations, policies, and grant terms may result in termination of the contract, non-payment, or other remedies as permitted by law."

The contract provisions, Federal contract provisions and FEMA contract provision listed below and provided on the following pages are made a part of this RFP and shall be made part of the agreement awarded through the RFP. All bidders are required to complete and sign the three documents noted as requiring signature and submittal with proposal.

Contract Provisions

1. REMEDIES
2. TERMINATION FOR CAUSE AND CONVENIENCE
3. DAVIS BACON ACT
4. EQUAL EMPLOYMENT OPPORTUNITY/NOTICE OF AFFIRMATIVE ACTION
5. COPELAND ANTI-KICKBACK ACT
6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT
7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
8. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
9. PROCUREMENT OF RECOVERED MATERIALS
10. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS
11. RETENTION OF RECORDS
12. DEBARMENT AND SUSPENSION - *Requires signature and submittal with proposal*
13. BYRD ANTI-LOBBYING AMENDMENT - *Requires signature and submittal with proposal*

Additional Contract Terms – Combined into one document - *Requires signature and submittal with proposal*

ACCESS TO RECORDS

CHANGES/MODIFICATIONS

NON-USE OF OFFICIAL SEAL, LOGO AND FLAGS

COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

NOT OBLIGATION BY THE FEDERAL GOVERNMENT

PROGRAM FRAUD AND FALSE/FRAUDULENT STATEMENTS OR RELATED ACTS

1. REMEDIES FOR BREACH

In addition to all other remedies included in this FEMA Appendix, Contractor shall, at a minimum, be liable to the Village for all foreseeable damages it incurs as a result of Contractor violation or breach of the terms of this contract. This includes without limitation any costs incurred to remediate defects in Contractor's services and/or the additional expenses to complete Contractor's services beyond the amounts agreed to in this contract, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set for in this contract. All remedies provided for in this contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

2. TERMINATION FOR CAUSE AND CONVENIENCE

Any Agreement resulting from a procurement activity by Islamorada, Village of Islands (the "VILLAGE") may be terminated by either party for cause, or the VILLAGE for convenience, upon ten (10) days written notice by the VILLAGE to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, The CONTRACTOR shall indemnify the VILLAGE against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE.

3. DAVIS BACON ACT

Applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

4. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

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

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to

the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5. COPELAND ANTI-KICKBACK ACT

Applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It does not apply to the FEMA Public Assistance Program.

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. Applicability. This requirement applies to "funding agreements," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance

to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.”

7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Applies to all FEMA contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* Islamorada, Village of Islands 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 (b)(2) of this section.

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

8. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act

This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to Islamorada, Village of Islands, and understands and agrees that Islamorada, Village of Islands 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.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Islamorada, Village of Islands, and understands and agrees that Islamorada, Village of Islands 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.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. PROCUREMENT OF RECOVERED MATERIALS

The Contractor agrees to comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

In performance of this contract, the Contractor shall procure solid waste management services in a manner that maximizes energy and resource recovery and establish an affirmative procurement program for procurement of recovered materials identified in EPA guidelines.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

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

In accordance with 2 C.F.R. §200.321, the Consultant/Contractor shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms.

Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

- c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Consultant/Contractor must take; the requirements do not preclude the Consultant/Contractor from undertaking additional steps to involve small and minority businesses and women's business enterprises.
- d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Consultant/Contractor to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

11. RETENTION OF RECORDS

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or passthrough entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

- (a) If any litigation, claim, or audit is started before the expiration of the three (3)-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.
- (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the three (3)-year retention requirement is not applicable to the non-Federal entity.

(e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

- (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal government (or to the pass-through entity) to form the basis for negotiation of the rate, then the three (3)-year retention period for its supporting records starts from the date of such submission.
- (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal government (or to the pass-through entity) for negotiation purposes, then the three (3)-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

Sign and Submit

12. SUSPENSION AND DEBARMENT

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

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

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

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

Signature of Authorized Certifying Official

Name and Title of Authorized Certifying Official

Date

13. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

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

If applicable, contractors must sign and submit to the non-federal entity the following certification: APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING. The certification is found on the next page.

Sign and Submit

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The 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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Authorized Certifying Official

of Authorized Certifying Official

Name and Title

Date

ADDITIONAL CONTRACT TERMS FOR FEDERAL AND FEMA FUNDED PROJECTS

The following clauses will form part of the agreement between Islamorada, Village of Islands and the Contractor resulting from this RFP.

A. Access to Records:

The following access to records requirements shall apply to the contract.

1. The Contractor agrees to provide Islamorada, Village of Islands, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, Islamorada, Village of Islands and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

B. Changes to the Contract:

Any changes to the contract between Islamorada, Village of Islands and the Contractor modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of project scope.

- C. **Non-use of DHS Seal, Logo, and Flags:** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of HSS agency officials without specific FEMA pre-approval.
- D. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives.
- E. **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.

F. Program Fraud and False or Fraudulent Statement or Related Facts: 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.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Sign and Submit

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

The 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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Authorized Certifying Official

Name and Title of Authorized Certifying Official

Date

RFQ 25-xx

Request for Letters of Interest and Qualifications

PROFESSIONAL GENERAL ENGINEERING, ARCHITECTURAL, ENVIRONMENTAL, and SURVEYING SERVICES

Page 26 of 30

ADDITIONAL CONTRACT TERMS FOR FEDERAL AND FEMA FUNDED PROJECTS

The following clauses will form part of the agreement between Islamorada, Village of Islands and the Contractor resulting from this RFP.

G. Access to Records:

The following access to records requirements shall apply to the contract.

1. The Contractor agrees to provide Islamorada, Village of Islands, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, Islamorada, Village of Islands and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

H. Changes to the Contract:

Any changes to the contract between Islamorada, Village of Islands and the Contractor modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of project scope.

- I. **Non-use of DHS Seal, Logo, and Flags:** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of HSS agency officials without specific FEMA pre-approval.
- J. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives.
- K. **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.

L. **Program Fraud and False or Fraudulent Statement or Related Facts:** 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.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: _____ ("Vendor")

Vendor FEIN: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone number: _____ Email Address: _____

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

By: _____

Authorized Signature

Print Name and Title: _____ Date: _____

APPENDIX A

ACKNOWLEDGMENT OF ADDENDA AND DOCUMENTS

The Proposer hereby acknowledges the receipt of the following addenda issued by the Village and incorporated into and made part of this RFP. In the event the Proposer fails to include any addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER

DATE RECEIVED

In addition to the addenda listed above, I acknowledge receipt of the Affidavit Attesting to Noncoercive Conduct for Labor or Services or Services and if awarded an Agreement with the Village will execute the affidavit attesting that my business does not use coercion for labor or services.

Signature

Title

Print name

Date