

CEDAR KEY WATER AND SEWER DISTRICT NOTICE OF PUBLIC MEETING

Notice is hereby given that at 5:01 PM on February 5, 2024, the Cedar Key Water and Sewer District (“District”) will hold a public meeting at the District’s office, 510 3RD STREET, CEDAR KEY, FL 32625, to which members of the public are invited to attend and participate. A copy of the draft agenda is listed below, The District may consider and take action with respect to matters not listed on the draft agenda.

1. Call to order
2. Pledge and Moment of Silence
3. Public Comment
4. Adoption of Agenda
5. Dewberry Agreement
6. General Manager Offer Discussion
7. Commissioner Comments
8. Public Comment
9. Adjourn

If a person decides to appeal any decision made by the District with respect to any matter considered at the meeting, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is made. In accordance with the Americans with Disabilities Act, persons needing special accommodations or an interpreter to participate in the meeting should contact the District Office at (352) 543-5285 at least three (3) business days prior to the dates of the hearing.

**CONTRACT FOR RFQ 2023-01
Disaster Recovery Services**

This Contract for RFQ2023-01, Disaster Recovery Services (hereinafter “Agreement” or “Contract”) is made by and between Cedar Key Water and Sewer District, (hereinafter the “District”), whose principal address is 510 3rd Street, Cedar Key, FL 32625, and DEWBERRY ENGINEERS, INC., a foreign profit corporation authorized to transact business in the State of Florida , with an address of 1479 Town Center Drive, Suite D21, Lakeland, FL 33803 (hereinafter the “Contractor”), which parties may hereinafter be referred to collectively as the “Parties” or individually as a “Party.”

WITNESSETH:

WHEREAS, the District pursued a competitive process to seek interested firms for the provision of Disaster Recovery Services (the “Services”) through Request for Qualifications # 2023-01 (the “RFQ”); and

WHEREAS, Contractor submitted a Response to the RFQ, was selected pursuant to the RFQ, and represents that Contractor is capable, prepared, certified, and insured to provide such Services; and

WHEREAS, both the RFQ, including any addenda thereto, and the Contractor’s Response are incorporated herein by this reference and shall be binding upon both parties; and

WHEREAS, the District wishes to enter this Contract with Contractor to provide the Services on an as needed basis, in accordance with the RFQ and the Response.

NOW, THEREFORE, in consideration of the promises and mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. Incorporation of Documents

The following documents are incorporated by reference into this Contract:

1. Scope of Services (Exhibit A)
2. Request for Qualifications (RFQ) and Contractor’s Acknowledgement, **RFQ 2023-01, Disaster Recovery Services**, and any addenda thereto (Exhibit B); and
3. Contractor’s Proposal Submitted in Response to the RFQ (Exhibit C)
4. Fee Schedule (Exhibit D)

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties. Any changes to the Contract shall be by a contract amendment which must be agreed to and fully executed by both parties. The cost of a change, modification, or change order must be allowable, allocable, within the scope of any grant or cooperative agreement, and reasonable for the completion of the scope. A cost or price analysis shall be performed when making contract modifications and amendments if required by applicable federal regulations.

II. Scope of Services

2.1. The Contractor will provide Disaster Recovery services, as further outlined in the RFQ and Contractor's Acknowledgement and set forth in the Scope of Services, attached hereto as Exhibit A. Any changes to the Scope of Services shall be made by a contract amendment, which must be agreed to in writing and fully executed by both parties.

2.2. The Services Contractor shall provide under this Agreement shall be those set forth in the Scope of Services, Exhibit A, and shall be those Services within a Task Order that the District shall issue periodically. A Task Order is a formal document that is dated; serially numbered; and executed by both the District and the Contractor by which District accepts Contractor's proposal for specific Services and Contractor agrees to perform such Services under the terms and conditions specified in the Task Order and this Agreement. Nothing contained in any Task Order shall conflict with the terms of this Agreement, and the terms of this Agreement shall be deemed to be incorporated in each individual Task Order as if fully set forth therein.

2.3. If the District issues a Task Order to Contractor, such Task Order shall contain the following information:

2.3.1. A description of the specific Services to be performed (the "Scope of Work"); a schedule of deliverables; completion date; liquidated damages; basis of compensation; a Maximum Amount Not To Exceed; or any combination of the foregoing, each with reference to the appropriate sections of this Agreement;

2.3.2. A budget establishing the amount of compensation to be paid with sufficient detail so as to identify all of the various elements of costs: labor rates by classification (in accordance with rates established in the Fee Schedule set forth in Exhibit D hereto), hours for each classification, extended price, subcontracted labor, material, other direct costs, overhead rate, indirect rate, and profit/fee. The sufficiency of such budget detail is subject to the approval of the District; and

2.3.3. Any other additional instructions or provisions relating to the specific Services authorized pursuant to each Task Order that do not conflict with the terms of this Agreement.

2.4. When the Contractor and the District enter into a Task Order for which the term of the Task Order expires on a date that is later than the expiration of this Agreement, the Contractor and the District agree that the terms of this Agreement and any amendments, exhibits, or provisions thereof will automatically extend until the expiration or full completion of the requirements of the Task Order. In such circumstances, cancellation by the District of any remaining work prior to the full completion of work set forth in the Task Order shall cause this Agreement to terminate at the same time. This provision only applies when the expiration of the Task Order extends beyond the expiration of this Agreement. It does not apply when a Task Order expires or is cancelled prior to the expiration of this Agreement.

2.5. The District reserves the right to make changes to the Scope of Services of this Agreement, the Scope of Work of any Task Order, including alterations, reductions therein, or additions

thereto. Upon receipt by the Contractor of the District's notification of a contemplated change, the Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the District of any estimated change in the completion date, and (3) advise the District if the contemplated change shall effect the Contractor's ability to meet the completion dates or schedules of Task Orders issued under this Agreement. If the District instructs in writing, the Contractor shall suspend work on that portion of the Scope of Work of a Task Order affected by a contemplated change, pending the District's decision to proceed with the change. Contractor shall be entitled to invoice District for that portion of the Scope of Work completed prior to receipt of the written notice. If the District elects to make the change, the District shall initiate a written amendment to the Task Order signed by both parties, and the Contractor shall not commence work on any such change until such written amendment is signed by the Contractor and the District.

2.6. Notice to Proceed. The Contractor is not authorized to provide any Services or materials to the District or undertake any project or work provided for in any Task Order prior to the District first issuing a written Notice to Proceed for that particular Task order. The Contractor shall commence work within ten (10) days after receiving the Notice to Proceed unless the notice indicates otherwise. Contractor recognizes that the District may contract with several other Contractors to perform work described and that Contractor has not been contracted as the exclusive agent to perform any such work.

2.7. Time. Should Contractor be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of Contractor, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the District, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then Contractor shall notify District in writing within five (5) working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

2.7.1. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of Contractor's services from any cause whatsoever, including those for which District may be responsible in whole or in part, shall relieve Contractor of its duty to perform or give rise to any right to damages or additional compensation from District. Contractor's sole remedy against District will be the right to seek an extension of time to its schedule. This article shall expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault or neglect of the Contractor, the services to be provided hereunder have not been completed within the schedule identified in a Task Order, the Contractor's compensation shall be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by Contractor.

2.7.2. Should the Contractor fail to commence, provide, perform, or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the District hereunder, the District at its sole discretion and option may withhold any and all payments due and owing to the Contractor until such time as the Contractor resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the District's satisfaction that the Contractor's performance is or will shortly be back on schedule.

III. Duration of Contract and Termination of the Contract

- 3.1. The Contract will be valid when fully executed by both parties.
- 3.2. The term of this Contract shall be from the date last signed below and continue for an initial term of three (3) years. The Parties may agree to up to two (2) additional one (1) year renewal periods in writing, with execution by both Parties, and upon advance notice of ninety (90) days.
- 3.3. The District may terminate the Contract for convenience at any time by providing thirty (30) calendar days written notice to the Contractor. If terminated, Contractor shall be owed for materials provided and accepted by the District up until the point of termination.
- 3.4. Contractor shall be considered in material default of this Agreement and such default will be considered cause for District to terminate this agreement, in whole or in part, for any of the following reasons: (a) failure to begin work under the Agreement within a reasonable time after issuance of the Notice(s) to Proceed for a Task Order; (b) failure to properly and timely perform the services to be provided hereunder or as directed by District pursuant to this Agreement; (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Contractor or by any of Contractor's principals, officers or directors; (d) failure to obey laws, ordinances, regulations or other codes of conduct; (e) failure to perform or abide by the terms or spirit of this Agreement; or (f) for any other just cause.
- 3.5. If the District determines that the performance of the Contractor is not satisfactory, the District shall notify the Contractor of the deficiency in writing with a requirement that the deficiency be corrected within ten (10) days of such notice. Such notice shall provide reasonable specificity to the Contractor of the deficiency that requires correction. If the deficiency is not corrected within such time period, the District may either (1) immediately terminate the Agreement, or (2) take whatever action is deemed appropriate to correct the deficiency. In the event the District chooses to take action and not terminate the Agreement, the Contractor shall, upon demand, promptly reimburse the District for any and all costs and expenses incurred by the District in correcting the deficiency.
- 3.6. If the District terminates the Agreement, the District shall notify the Contractor of such termination in writing, with instruction to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- 3.7. The District reserves the right to unilaterally cancel this Contract for refusal by the Contractor or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Contract unless the records are exempt.
- 3.8. Upon receipt of a final termination or suspension notice under this Article, the Contractor shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following:
 - 3.8.1. Necessary action to terminate or suspend, as the case may be, Project activities and

contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; and

3.8.2. Furnish a statement of the activities and other undertakings the cost of which are otherwise includable as costs under this Contract. The termination or suspension shall be carried out in conformity with the latest schedule of costs as approved by the District. The closing out of federal financial participation in the services provided shall not constitute a waiver of any claim which the District may otherwise have arising out of this Contract.

IV. Mobilization

When a written Notice to Proceed has been received by the Contractor and/or the on-site Contractor Representative, he/she will make all necessary arrangements to mobilize a minimum of 25% of the required resources within 48 hours and 100 % within 7 days of commencement and conduct these contracted services.

V. Method of Payment

5.1. The Contractor will be paid for their services provided in accordance with the terms and conditions of this contract, the RFQ and Contractor's Acknowledgement, the Response, and the related Task Order. The maximum contract sum payable by the District to Contractor for services performed under this Contract shall not exceed \$1,000,000.

5.2. The Contractor fully acknowledges and agrees that if at any time it performs Services which have not been fully negotiated, reduced to writing and formally executed by both the District and Contractor, then the Contractor shall perform such Services without liability to the District, and at the Contractor's own risk.

5.3. Payments will be made for Services rendered in a manner consistent with Florida Statutes following receipt of Contractor's Invoice. In the event the Contractor falls behind schedule outlined in each Task Order, no further progress payments will be made until the Contractor brings the Project back on schedule or a revised schedule is submitted and approved by the District, or until all work has been completed and accepted by the District. Any portion of Contractor's Invoice that is objected to or questioned by the District shall not be considered due for the purposes of this Section. To the extent the District does not pay Contractor the total amount invoiced, the District shall provide the Contractor a written explanation of the objection along with any amount paid on that invoice or in lieu of payment if the objection is to the entire amount invoiced.

VI. Fees under options of renewal

If parties mutually agree to exercise the renewal option there will be no rate increase.

VII. Taxes and Assessments

Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the District in accordance with this Contract. Contractor further agrees that it shall protect, reimburse and indemnify District

from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The District is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the District, nor is the Contractor authorized to use the District's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

VIII. Invoice Requirements

8.1. The Contractor shall request payment as set forth in the Request for Qualifications (RFQ) and Contractor's Acknowledgement.

8.2. Invoices. Invoices received by the County from the Contractor pursuant to this Agreement will be reviewed and approved in writing by the County's Representative, who shall confirm whether services have been rendered in conformity with the Agreement, and then send for processing payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid within thirty (30) days following the County Representative's approval, who shall process all payments in accordance with the Florida Prompt Payment Act or advise Contractor in writing of reasons for not processing same. In addition to detailed invoices, upon request of the County's Representative, Contractor will provide County with detailed periodic Status Reports.

8.3. Final Invoice and Final Payment. In order for both parties herein to close their books and records, the Contractor will clearly state "final invoice" on the Contractor's final/last billing to the County for each Task Order. This final invoice shall also certify that all services provided by Contractor have been performed in accordance with the applicable Task Order and all charges and costs have been invoiced to the County. Because this account will thereupon be closed, any and other further charges not included on this final invoice are waived by the Contractor. The acceptance by the Contractor, its successors, or assigns, of any Final Payment due upon the termination of this Agreement, shall constitute a full and complete release of the County from any and all claims or demands regarding further compensation for authorized Services rendered prior to such Final Payment that the Contractor, its successors, or assigns have or may have against the County under the provisions of this Agreement. This Section does not affect any other portion of this Agreement that extends obligations of the parties beyond Final Payment.

IX. Waiver of Claims

Contractor's acceptance of final payment shall constitute a full waiver of any and all claims related to the obligation of payment by it against District arising out of this Contract or otherwise related to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final payment. Neither the acceptance of Contractor's services nor payment by

District shall be deemed to be a waiver of any of District's rights against Contractor.

X. Nondiscrimination

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation. Additionally, per Executive Order 11246, Contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

XI. Subcontracting

Contractor shall not subcontract any services or work to be provided to District without the prior written approval of the District's Representative. The District reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The District's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the District prior to it being entered into, and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

XII. Indemnification and Hold Harmless

Contractor shall indemnify and hold harmless the District, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct the Contractor and other persons employed or utilized by the Contractor in the performance of this Contract.

XIII. Insurance

(1) Scope. The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

LIMIT

- | | | |
|----|--------------------------|-------------------------|
| 1. | Worker's Compensation | |
| | 1.) State | Statutory |
| | 2.) Employer's Liability | \$100,000 each accident |

2.	Business Automobile	\$1,000,000 each occurrence (A combined single limit)
3.	Commercial General Liability	\$1,000,000 each occurrence (A combined single limit)
4.	Personal and Advertising Injury	\$250,000
5.	Professional Liability Insurance.	\$1,000,000.00 each occurrence

This Section shall be underwritten by insurers having a Best's Rating of A and Financial Size Category of VIII or higher, or by such other insurers as shall be acceptable to the Company in its sole discretion. In addition, a certificate of the issuance of each such insurance policy shall be delivered to the District prior to the commencement of performance of any Work. Such certificate shall contain an agreement by the insurance company issuing the policy that the policy will not be canceled, terminated or modified without thirty (30) days' prior written notice to the District. At least two weeks prior to the expiration of the original policy or any renewal thereof, a new certificate of the renewal of such insurance shall be delivered to the District.

XIV. Compliance with Laws

Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Work, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Work, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

XV. Notice

All notices required by this Contract shall be in writing to the representatives listed below. All notices and written communication between the Parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered two (2) days after transmission by electronic mail (or when receipt is otherwise acknowledged), on the date specified in a courier service delivery receipt or other mail service delivery receipt, or when receipt is acknowledged by recipient.

The authorized representative for the District shall be:

James McCain (or current District General Manager)
Cedar Key Water and Sewer District
510 3rd Street
Cedar Key, Florida 32625
Phone: (352) 543-5285

Email: james@ckwater.org (or current District General Manager email address)

Courtesy copy to:

Evan Rosenthal, Esq.
1500 Mahan Drive, Suite 200
Tallahassee, FL 32308
erosenthal@ngnlaw.com

The authorized representative for Contractor shall be:

Robert Beltran, PE
Vice President, Business Unit Manager
1479 Town Center Drive, Suite D214
Lakeland, FL 33803-7974
rbeltran@dewberry.com

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least five (5) business days' prior notice of the address change.

XVI. Governing Law & Venue

This Contract shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall lie in Levy County, Florida.

XVII. Public Records

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (352) 543-5285, ALICIA@CKWATER.ORG, ATTN: ALICIA JOHNS, 510 3RD STREET, CEDAR KEY, FLORIDA 32625.

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

1. Keep and maintain public records required by the District to perform the service.
2. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the

contract term and following completion of the contract if the contractor does not transfer the records to the District.

4. Upon completion of the contract, transfer, at no cost, to the District all public records in possession of the contractor or keep and maintain public records required by the District to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Further, the Contractor agrees to provide the FEMA Administrator or his/her authorized representatives access to records pertaining to work being performed and completed under this Contract.

XVIII. Audit

The District and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Contract. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that District, or its authorized representatives, the Government Accountability Office, the Comptroller General of the United State, FEMA or any of their duly authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Contract. All financial records, timecards and other employment records, and proprietary data and information shall be kept and maintained by Contractor and made available to the District during the terms of this Contract and for a period of three (3) years from the date set forth in 2 CFR §200.333. The District shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at the Contractor's place of business.

In the event that an audit is conducted by Contractor specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor, then Contractor shall file a copy of the audit report with the District's Auditor within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law. District shall make a reasonable effort to maintain the confidentiality of such audit report(s).

Failure on the part of Contractor to comply with the provisions of this Paragraph shall constitute a material breach upon which the District may terminate or suspend this Contract.

District Audit Settlements. If, at any time during or after the term of this Contract, representatives of the District conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that District's dollar liability for any such work is less than payments made by District to Contractor, then the difference shall be either repaid by Contractor to District by cash payment upon demand or, at the sole option of District, deducted from any amounts due to Contractor from District. If such audit finds that District's dollar liability for such work is more than the payments made by District to Contractor, then the difference shall be paid to Contractor by cash payment.

XIX. Compliance with Other Federal Standards

19.1. General Federal Provisions. Work issued under this Contract may be fully or partially funded by a Federal Grant. Where applicable, in accordance with Federal law, Contractor shall comply with the provisions of this Article and comply with the authorities enumerated below, which are incorporated herein by reference.

19.1.1. 2 CFR Part 25.110

19.1.2. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000

19.1.3. Executive Orders 12549 and 12689

19.1.4. 41 CFR Part 60-1(a) and (d)

19.1.5. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

19.2. Nondiscrimination Acts and Authorities. For all federally funded work issued under this Contract, Contractor agrees for itself, its successors, and its assigns, to comply and to assure that any subcontractor also agrees to comply with the following Title VI List of Pertinent Nondiscrimination Acts and Authorities.

19.2.1. Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq. 78 stat. 252), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement;

19.2.2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

19.2.3. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The

Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

19.2.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

19.2.5. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

19.2.6. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23 (prohibit discrimination on the basis of age);

19.2.7. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

19.2.8. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

19.2.9. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto (as amended 42 U.S.C. §§ 12101 et seq.) or in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

19.2.10. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

19.2.11. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

19.2.12. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

19.2.13. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

19.2.14. Federal Fair Labor Standards Act (Federal Minimum Wage). All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if

given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

19.2.15. Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this Contract incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

19.3. Nondiscrimination Clauses for Compliance with Regulations. For all federally funded work issued under this Contract, the Contractor agrees for itself, its successors, and its assigns to comply with the following Nondiscrimination Clauses.

19.3.1. Nondiscrimination. The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

19.3.2. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

19.3.3. Information and Reports. The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

19.3.4. Sanctions for Noncompliance. In the event of a Contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions

as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

19.3.5. Incorporation of Provisions. The Contractor will include the provisions of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the District to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

19.4. Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733). For all federally funded work under this Contract, Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract. The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting any applicable Federal award.

19.5. Conflict of Interest (2 CFR § 200.112). For all federally funded work under this Contract, the Contractor must disclose in writing any potential conflict of interest to the District or pass-through entity in accordance with applicable Federal policy. Further, the District is required to maintain conflict of interest policies as it relates to procured contracts. A conflict of interest exists when any of the following occur: (i) Because of other activities, relationships, or contracts, a Contractor is unable, or potentially unable, to render impartial assistance or advice; (ii) A Contractor's objectivity in performing the work is or might be otherwise impaired; or (iii) The Contractor has an unfair competitive advantage.

19.6. Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182. To the extent applicable, Contractor must comply with Federal Drug Free workplace requirements of the Drug Free Workplace Act of 1988.

19.7. Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375). For all federally funded work under 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, 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 identify, or national origin. Such action

shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining Contract 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; (4) 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; (5) 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.; (6) 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.; (7) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. 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.

19.8. Minority/Women Business Enterprise. The District supports diversity in its procurement program and requires that all subcontracting opportunities afforded by this Agreement embrace and encourage diversity. The Contractor's award of subcontracts should reflect the diversity of the citizens of the State of Florida. In accordance with 2 C.F.R. § 200.321, the Contractor and its subcontractors must take all necessary affirmative steps to assure that minority businesses,

women's business enterprises, and labor surplus area firms are used when possible. The Contractor agrees to use affirmative steps, and to require its subcontractors and sub-Contractors to utilize affirmative steps, to ensure that minority businesses and women's business enterprises are used when possible. Such affirmative steps shall at a minimum include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, or women's business enterprises;
5. Utilizing services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of the Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above in (1) through (5).
7. As used herein, the term "minority and women business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. Prior to award of any subcontract under this Agreement, Contractor shall document its efforts made to comply with the requirements of this paragraph. The Contractor shall state that it is an Equal Opportunity or Affirmative-Action employer in all solicitations or advertisements for subcontractors or employees who shall perform work under this Agreement.

19.9. Procurement of Recovered Materials. For all federally funded work under this Contract, Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

19.10. Environmental and Energy Policies. For all work over the micro-purchase threshold, the Contractor and subcontractors and subcontractors will comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

19.11. Clean Air Act and Federal Water Pollution Control Act. In all work funded in excess of \$150,000, the Contractor shall comply with the Clean Air Act as set forth below.

19.11.1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

19.11.2. The Contractor agrees to report each violation to the District and understands and agrees that the District 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.

19.11.3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance under this Contract.

19.12. Federal Suspension and Debarment. This Contract may be covered in part as a transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of its subcontractors, 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).

19.12.1. 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.

19.12.2. By entering this Contract, Contractor has made the Certification set forth in this section. This certification is a material representation of fact relied upon by the District. 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 the State of Florida and the District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

19.12.3. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the term of this Contract. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

19.12.4. Certification Instructions

19.12.4.1. By signing this Contract, the Contractor, referred to in this section as the prospective lower tier participant, is providing the certification set out in accordance with

these instructions.

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

19.12.4.3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this Response is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

19.12.4.4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "response," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this Response is being submitted for assistance in obtaining a copy of those regulations.

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

19.12.4.6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

19.12.4.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.

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

19.12.4.9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from

participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

19.12.5. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Lower Tier Covered Transactions. Contractor has certified its eligibility within its Response and will secure the following certification from any subcontractors. The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. [READ CERTIFICATION INSTRUCTIONS ABOVE BEFORE COMPLETING CERTIFICATION]

19.12.5.1. The prospective lower tier participant certifies, by submission of this Response, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;

19.12.5.2. Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

19.12.5.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and

19.12.5.4. Have not within a three-year period preceding this application/Response had one or more public transactions (Federal, State or local) terminated for cause or default.

19.12.5.5. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Response.

19.13. Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5). Contractor agrees to comply with all provisions of the Davis Bacon Act as amended, as applicable. 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. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the District will place a copy of the current prevailing wage determination issued by the Department of Labor in the Notice to Proceed. The decision to award

a Notice to Proceed shall be conditioned upon the acceptance of the wage determination.

19.14. Federal Lobbying. Contractor who applies for an award of \$100,000 or more shall file the required Byrd Anti-Lobbying Amendment certification as set forth in the RFQ. Each tier of subcontractor will certify 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 of subcontractor 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 Contractor.

19.15. Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3). Contractor shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated herein by this reference. 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.

19.16. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5). All applicable work issued in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor and all subcontractors and subcontractors are required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.

19.17. Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401). If the Federal funding for any work meets the definition of “funding agreement” under 37 CFR § 401.2, Contractor may be subject to additional standard patent rights clauses in accordance with 37 CFR § 401.14.

19.18. Access to Records and Reports. Contractor will make available to the District’s granting agency, the granting agency’s Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, District, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the

Contractor that are pertinent to the District's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the Contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

19.19. Federal Changes. Contractor will comply with all applicable Federal agency regulations, policies, procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of any awarded contract.

19.20. Termination for Default (Breach or Cause). If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the District may terminate the contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

19.21. Termination for Convenience. For any work issued over the micro-purchase threshold may be terminated by District in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated.

19.22. Safeguarding Personal Identifiable Information (2 CFR § 200.82). Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

19.23. Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200). The District will not issue work containing Federal funding on a cost-plus percentage of cost basis.

19.24. Trafficking Victims Protection Act (2 CFR Part 175). Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits Contractor from (1) engaging in severe forms of trafficking in persons during the period of time that resulting contract]is in effect; (2) procuring a commercial sex act during the period of time that resulting contract is in effect; or (3) using forced labor in the performance of the contracted services under a resulting contract. A resulting contract may be unilaterally terminated immediately by District for Contractor's violating this provision,

without penalty.

19.25. Domestic Preference For Procurements (2 CFR § 200.322). As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in a resulting contract, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

19.26. Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101, Executive Order 14005). All iron, steel, manufactured products, and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with District for further details. Contractors shall be required to submit a completed Buy American Certificate with any applicable Notice to Proceed in substantially the following form:

19.27.1. Buy American Certificate (FAR 52.225-2) Contractor certifies that each end product, except those listed in paragraph 19.26.2 of this provision, is a domestic end product. Contractor shall list as foreign end products in paragraph 19.26.2 those end products manufactured in the United States that do not qualify as domestic end products. The terms “domestic end product,” “end product,” and “foreign end product” are defined in FAR 52.225-1 entitled “Buy American-Supplies.”

19.27.2.	Foreign End Products:Line Item No.	Country of Origin
	_____	_____
	_____	_____

19.27.3. The Government will evaluate offer in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.

19.27. Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216). Contractor and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or

services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

19.28. Enhanced Whistleblower Protections (41 U.S.C. § 4712). An employee of Contractor and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

19.29. Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170). In accordance with FFATA, the Contractor shall, upon request, provide District the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

19.30. Federal Awardee Performance and Integrity Information System (FAPIS) (The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII)). The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

19.31. Never Contract With The Enemy (2 CFR Part 183). For work funded by grant and cooperative agreements in excess of \$50,000 and performed outside of the United States, including U.S. territories and in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities, Contractor must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

19.32. Federal Agency Seals, Logos and Flags. Contractor shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without

specific federal agency pre-approval.

19.33. 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 a resulting contract.

19.34. Conflict with Grant Terms. In the event of any conflict between the terms and conditions of this Article and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this Contract, the conflicting terms and conditions of that document shall prevail.

XX. Assignment

Contractor shall not assign this Contract or any part thereof, without the prior consent in writing of the District. If Contractor does, with approval, assign this Contract or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the District.

XXI. Entire Contract. Amendment, & Waivers

This Contract (including all Schedules and Exhibits), as incorporated herein, contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Contract can only be amended in writing upon mutual agreement of the parties and signed by both parties.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the District to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the District thereafter to enforce such provisions.

XXII. Severability

If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

XXIII. Independent Contractor

Contractor enters into this Contract as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the District as his/her

employer, or as partner, agent or principal. Neither Contractor, not any of Contractor's employees, shall be entitled to any benefits accorded to the District's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Contract.

Contractor warrants that it fully complies with all Federal Executive Orders, statutes and regulations regarding the employment of undocumented workers and others and that all employees performing work under this Contract meet the citizenship or immigration status requirements set forth in Federal Executive Orders, statutes and regulations. Contractor shall indemnify, defend and hold harmless the District, its officers and employees from and against any sanctions and any other liability which may be assessed against the Contractor in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

The employees and agents of each party, shall while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

XXIV. Third Party Beneficiaries

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third party beneficiary under this Contract, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

XXV. Representation of Authority to Contractor/Signatory

The individual signing this Contract on behalf of [Contractor] represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract. The signatory represents and warrants to the District that the execution and delivery of this Contract and the performance of Tetra Tech, Inc. obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

XXVI. Order of Precedence

In the event of a conflict among or between the Agreement Documents, the documents shall control in the order of precedence set forth below:

1. Amendments to this Agreement
2. Task Orders
3. This Agreement, including exhibits (except as otherwise provided)
4. RFQ 2023-1
5. Contractor's Proposal Submitted in Response to RFQ 2023-1

XXVII. E-Verify Requirements

As a mandatory condition precedent to entering into this Contract and in compliance with Section 448.095, Florida Statutes, Contractor and its subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.

District, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, or the provisions of this section shall terminate the Agreement with the person or entity.

District, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the Agreement with the subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Florida Statute, Contractor acknowledges that upon termination of this Contract by District for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any costs incurred by District as a result of termination of any contract for a violation of this section.

Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

XXVIII. INCORPORATION OF §558.0035 OF FLORIDA STATUTES

PURSUANT TO §558.0035, FLORIDA STATUTES, NO INDIVIDUAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL OF CONTRACTOR MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS AGREEMENT. THE FOREGOING LIMITATION ON LIABILITY SHALL ONLY APPLY TO THE EXTENT CONTRACTOR MAINTAINS THE

PROFESSIONAL LIABILITY INSURANCE REQUIRED UNDER THIS AGREEMENT AND TO THE EXTENT ANY DAMAGES ARE SOLELY ECONOMIC IN NATURE AND DO NOT EXTEND TO PERSONAL INJURIES OR PROPERTY NOT SUBJECT TO THIS AGREEMENT. THIS SECTION DOES NOT IN ANY WAY AMEND OR ALTER THE INDEMNIFICATION PROVISIONS CONTAINED IN SECTION XII HEREOF.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

CEDAR KEY WATER AND SEWER DISTRICT

Michael Borelli, Chairman

Attest: _____

Print Name: _____

DATE: _____

DEWBERRY ENGINEERS, INC.

By: Robert R. Beltran VP

Robert R. Beltran, P.E.

[Print Name]

Vice President

[Title]

DATE: February 5, 2024

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF Florida COUNTY OF Polk

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT A

SCOPE OF SERVICES

The Contractor shall perform comprehensive disaster recovery consulting services, which shall include but is not limited to technical and professional services for disaster recovery and mitigation management, fiscal and administrative services, consulting, representation, assistance and support, and monitoring of the District's recovery efforts, to include compliance and reporting responsibilities outlined and/or required by federal and state authorities and funding agencies. In addition, the Contractor may assist the District in disaster administrative planning to ensure efficient and effective disaster recovery activities and documentation, with a focus on expediting and maximizing available cost recovery and grant opportunities, inclusive of grant applications, project identification/development, cost capturing, report preparation, invoice reconciliation, closeout processes, and audit responses.

The selected Respondent shall assist the District with the following services:

- Provide technical advisory services related to recovery from disasters
- Develop and implement strategies designated to maximize federal and state assistance
- Provide expert programmatic and policy advice on federal disaster relief programs
- Provide support for strategic planning and coordination of all recovery efforts
- Work with District to develop a long range recovery plan in the event of disasters where the cost of reconstruction approaches the cost of relocation or mitigation
- Review contracts and purchasing documentation to ensure cost recovery
- Pursuant to the Stafford Disaster Relief and Emergency Assistance Act provisions and regulations (44 CFR and 2 CFR 200), and Sandy Recovery Improvements Act (SRIA) of 2013 including alternative procedures for public assistance and debris removal, as well as other Federal grant programs, including CDBG-DR, the awarded Contractor will develop a process/system for the District, from inception through project closeout, to prepare and submit its Public Assistance and other grant program documentation, including 2 CFR 200 compliant procurement and contract, payroll, and grant submission support.
 - Advise District on construction of solicitations in conformance with 2 CFR 200 federal requirements and all applicable state laws.
 - Respond to District requests for information on an as-needed basis.
 - Represent the District and attend meetings with FEMA, Florida Division of Emergency Management (FDEM), or other agencies as may be necessary
 - Damage site assessment and project worksheet formulation
 - Identify potential improvements and maximize public assistance 406 Mitigation funding in conjunction with the District
 - Meet with County and municipalities as required by the District regarding disaster related repairs, damage mitigation efforts and possible improvements and collect and compile cost documentation
 - Document permit requirements and work with the District to maintain code compliance, including but not limited to building and floodplain codes.
 - Licenses or permits may be required by the State, County, or other local government to perform all or part of the work. Respondents should hold a required license for the kind of work

to be performed at the time of Response submittal and for the duration of the contract. Respondents will be responsible for ensuring proper permitting as such permits are required for the performance of the work.

- Review and understand the District's insurance coverage to ensure District's disaster recovery and restoration processes comply with laws, regulations, and guidelines, as required by FEMA, the State of Florida, or other funding entities.
- Ensure that no duplication of funding or submissions are made if a variety of funding entities are involved.
- Provide assistance and oversight to the District with regard to claims or claiming process
- Continued interaction and communication with the District regarding emergency damage assessment
- Provide assistance and oversight to the District to facilitate and ensure appropriate progress payment requests
- Provide assistance in advising and applying for Department of Economic Opportunity and other Federal, State and local grant sources.
- Assistance in tracking costs for District staff and resources and volunteer time
- Provide advice and assistance in applying for grants to rebuild necessary infrastructure
- Work with the District and the District's Attorney to resolve disputes with FEMA, FDEM, or other agencies as may be necessary including but not limited to the preparation of appeals
- Provide the District with grant close-out services to ensure funding is retained
- Provide the District with the education and training of staff that will or may be involved with the various aspects of disaster recovery, including the any officials or employees of the District who would derive benefit from training.

EXHIBIT B

RFQ 2023-01, Disaster Consultant Services

**RFQ 2023-06 Disaster Recovery Services
Instructions to Respondents**

Instructions to Respondents:

Respondents interested in the Work are instructed to submit one (1) original hard copy and one (1) electronic copy (USB flash drive) of its complete Response in accordance with this RFQ, no later than **December 1, 2023, at 3:00 PM., Eastern Time** unless otherwise changed through an addendum to this RFQ, to the address below. Responses received after this date and time will not be considered and will be returned unopened. The USB flash drive will not be returned.

All Responses and all attachments must be bound and delivered **SEALED** to the District at the address shown below no later than the time and date set for receipt of Responses. Deliver OR mail the Response in a sealed envelope/package to:

**CEDAR KEY WATER AND SEWER DISTRICT
RFQ # 2023-06
ATTN: ALICIA JOHNS
510 3RD STREET
CEDAR KEY FL 32625**

The front lower left corner of each **SEALED** envelope/package must contain the following information for proper identification:

**Disaster Recovery Services RFQ # 2023-06
Attention: Alicia Johns
DUE NO LATER THAN: December 1, 2023, at 3:00 PM, EST**

1. Include name and address of Respondent on each sealed envelope/package.
2. If Response is contained in multiple packages, number each sealed package sequentially, i.e., "1 of 3", "2 of 3", "3 of 3".

All Responses received will be recorded and date stamped at the District Office located at 510 3rd Street, Cedar Key, FL 32625.

Submission of Responses by fax or other electronic means will not be accepted. Any Responses received after the stated time and date will not be considered. Late Responses will not be opened at the public opening.

Responses may be withdrawn or modified only by written notification from the Respondent prior to the time fixed for the opening of Responses. Negligence on the part of the Respondent in preparing the Response confers no right for withdrawal of the Response after it has been opened.

**RFQ 2023-06 Disaster Recovery Services
Instructions to Respondents**

Responses Must Address:

The Response must address the requirements in a clear and concise manner in the order stated herein. Responses must be divided as described below and must include the information/documents specified in the applicable tab. Responses that do not adhere to the following format or include the requested information/documents may be considered incomplete and therefore unresponsive by the District.

The District reserves the right to seek additional/supplemental representation on specific issues as needed.

Responses should be typed. **No changes in or corrections to Responses will be allowed after the Responses are opened.**

The signer of the Response must declare that the Response in all respects is fair and made in good faith without collusion or fraud and that the signer of the Response has the authority to bind the principal Respondent.

The District will not be liable for any costs incurred by Respondent prior to entering a contract. Therefore, all Respondents are encouraged to provide a simple, straightforward, and concise description of their ability to meet the RFQ requirements.

RESPONSE CONSTRUCTION:

Respondent will construct its Response in the following format as outlined and a divider must separate each tab as prescribed.

TAB 1 – RESPONSE TRANSMITTAL FORM ON THE FIRMS LETTERHEAD (FORM NO. 1)

All signatures must be by an individual with authority to legally bind the Respondent, witnessed, and corporate and/or notary seal (as applicable.) If the individual signing the Response Transmittal Form does not have apparent authority to legally bind the Respondent, attach documentation demonstrating such authority. The corporate or mailing address must match the company information as it is listed on the Florida Department of State Division of Corporations. Attach a copy of the webpage(s) from <http://www.sunbiz.org> as certification of this required information. Verify that all addenda and tax identification number have been provided.

TAB 2 – EXECUTIVE SUMMARY AND QUALIFICATION APPLICATION (FORM NO. 2)

This summary should be no more than three (3) pages. Form 2, Qualification Application and Questionnaire should be included in this Tab and is not subject to the three (3) page limit.

TAB 3 – LETTERS OF REFERENCE (FORM 3)

Include three reference letters from similarly situated communities or local governments dated 2016 or later. Letters must be on the entities letterhead and signed by an authorized official and include a brief description of the project and results, date of the project and name of contact person, e-mail, and phone number.

**RFQ 2023-06 Disaster Recovery Services
Instructions to Respondents**

TAB 4 – KEY STAFF

Include a summary of leadership and key staff, their role and experience that will be assigned to work with the District. Include behind the summary a resume of each key staff listed in the summary with relevant information to the services be requested (limit one page, front and back, per person). Provide an organizational chart, resumes, and summary of staff qualifications. Demonstrate current capacity and current expertise in disaster recovery. Respondent shall document knowledge and experience of personnel with Federal, State and local emergency management agencies, programs, funding sources and reimbursement processes. Provide the name and location of the proposed:

- a. Closest office
- b. Principal in charge
- c. Local On Site Project Manager

If other subcontractors are to participate in the consulting services, those subcontractors shall be required to provide similar information.

TAB 5 – APPROACH

Provide a description of the Respondent's approach to the project including implementation of the RFQ Scope of Services, startup procedures, estimating methodology, and management of disaster recovery.

TAB 6 – CAPACITY

Capacity to perform services timely for the District is critical and could be impacted by other obligations firms may have in the general area. Provide a listing of all active disaster recovery contracts with cities, counties, or other entities. Provide current obligations of Respondent, including time schedules and staff committed.

TAB 7 – COST PROPOSAL/FEE SCHEDULE

Each Respondent must complete and submit a Cost Proposal/Fee Schedule in the form specified below showing hourly rates for consultant services as well as an itemized list of all direct and indirect costs associated with the performance of the Services. The hourly labor rates shall include all applicable overhead and profit. Overtime hours will be paid at the same rate as regular time hours. All normal expenses shall be absorbed in hourly rates, including lodging, meals, transportation, and per Diem.

Employee Classification*	Base Rate**	Fringe and Overhead***	Profit***	Requested Rate
Engineer				
Data Manager				
GIS Specialist				
Accountant				
Procurement Administrator				
Grant Manager				

* Additional rows may be added for additional Employee Classifications

** Base Rate is actual hourly wage rate, exclusive of fringe, overhead, and profit

***Maximum 150% for fringe and overhead; maximum profit 10%; or audited rates, whichever is less.

**RFQ 2023-06 Disaster Recovery Services
Instructions to Respondents**

TAB 8 – REQUIRED FORMS DOCUMENTS AND CERTIFICATIONS

The following forms must be fully filled out and signed by a person with authority to bind the Respondent:

- Form No. 4 Indemnification and Hold Harmless Statement
- Form No. 5 Public Entity Crimes Sworn Statement
- Form No. 6 Equal Employment Opportunity/Affirmative Action Statement
- Form No. 7 Drug Free Workplace Certification
- Form No. 8 Conflicts of Interest Disclosure Form No. 9 Non-Collusion Affidavit
- Form No. 10 Ethics Clause & Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
- Form No. 11 List of Proposed Sub-Contractors
- Form No. 12 Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions
- Form No. 13 E-Verify Certification
- Form No. 14 Insurance Certification
- Form No. 15 Comments on Proposed Contract
- Form No. 16 System for Award Management Form
- Form No. 17 Byrd Anti-Lobbying Amendment Form

Please note any concerns with the proposed contract on Form No. 15. Any comments that are included on this form regarding the contract documents will be forwarded to the legal department for review. The District's acceptance of comments does not guarantee any revision to the contract documents. Comments not included on this form **WILL NOT** be considered. Please indicate NONE or Not Applicable (N/A) if there are no comments on the proposed contract documents.

CEDAR KEY WATER AND SEWER DISTRICT

REQUEST FOR QUALIFICATIONS (RFQ) FOR DISASTER RECOVERY SERVICES RFQ 2023-01

RFQ ADVERTISE DATE: October 13, 2023

RFQ RELEASE DATE: October 13, 2023

RESPONSES DUE DATE AND TIME: December 1, 2023 @ 3:00 P.M.

MAIL OR DELIVER RESPONSES TO:
(hand-delivery or express mail services)

Cedar Key Water and Sewer District

ATTN: RFQ 2023-01

510 3rd St.

Cedar Key, FL 32625

Contact:

Alicia Johns

510 3rd St.

Cedar Key, FL 32625

(352) 543-5285

ajohns@ckwater.org

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- B. Draft Contract

INTENT AND GENERAL INFORMATION

Cedar Key Water and Sewer District through Request for Qualifications No. 2023-01 is soliciting responses from qualified disaster recovery firms or individuals with the required expertise and capability to perform the services needed to ensure that disaster recovery from Hurricane Idalia is effectively and efficiently implemented and documented in accordance with Federal Emergency Management Agency (FEMA) guidelines and that maximum recovery funding is obtained for the District (“the Services”). The specific elements are included in the Scope of Services, Section 3.0, of this RFQ.

Firms interested in preparing a response for this RFQ must complete the requirements set forth in this RFQ, its attached documents, and documents incorporated by reference (collectively referred to as the “RFQ”). Under the RFQ process, the conditions set forth herein are binding on the Respondent as confirmed by the signature of a person with legal authority to bind the Respondent on the cover letter transmitting its Response to the District in response to this RFQ.

If this RFQ is amended, the District will issue an appropriate addendum to the RFQ. If an addendum is issued, all terms and conditions of this RFQ that are not specifically modified in the addendum shall remain unchanged. An addendum to this RFQ will be issued if any of the dates and/or times change. Specific dates/times will be determined at each phase.

It is understood and the Respondent hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the specifications of this RFQ. Failure by the Respondent to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the Work. Respondents are expected to examine the specifications and all instructions pertaining to the required commodities/services. Failure to do so will be at Respondent’s own risk.

The District reserves the right to reject any Response found to be non-responsive, vague, or non-conforming. The District also reserves the right at any time to withdraw all or part of this RFQ in order to protect its best interests. The District is not liable for any costs incurred by the Respondent in preparing its response, nor is a response an offer to contract with any Respondent. Pursuant to Chapter 119, Florida Statutes, all responses are subject to Florida’s public records laws.

While every effort is made to ensure the accuracy and completeness of information in the RFQ, it is recognized that the information may not be complete in every detail and that all work may not be expressly mentioned in the RFQ. It is the responsibility of the Respondent to include in its Response all pertinent information in accordance with the objectives of the RFQ.

Respondents interested in the Work are instructed to submit **one (1) original hard copy and one (1) electronic copy** (USB flash drive) of its **complete** Response in accordance with this RFQ, no later than **December 1, 2023 @ 3:00 P.M.**, unless otherwise changed through an addendum to

RFQ 2023-01 - DISASTER RECOVERY SERVICES

this RFQ, to the District at 510 3rd St., Cedar Key, FL 32625. Responses received after this date and time will not be considered and shall be returned unopened.

- Cedar Key Water and Sewer District is an Equal Opportunity Employer.
 - MBE/WBE businesses are encouraged to participate.
- Cedar Key Water and Sewer District strictly enforces open and fair competition.

ADA – Special Accommodations: Any person requiring accommodations by the District due to a disability should call the District at (352) 543-5285 at least five (5) working days prior to any pre-response conference, response opening, or meeting. If you are hearing or speech impaired, please contact the District by the Florida Relay Service, which can be reached at 1-800-955-8771 (TTY).

The RFQ and any addenda issued are available on the Cedar Key Water and Sewer District website at <https://www.ckwater.org/> or by contacting the District at (352) 543-5285. All questions pertaining to this RFQ should be submitted in writing in accordance with Section 1.1 of the RFQ.

SECTION 1.0 SCHEDULE OF EVENTS

Failure to comply with this or any other paragraph of this RFQ shall be sufficient reason for rejection of the Response.

All times listed in the Schedule of Events are Eastern Standard Time (EST).

<i>Event</i>	<i>Date/Time</i>
Response Advertisement Date	October 13, 2023
Release of Request for Qualifications	October 13, 2023
Questions Due from Prospective Respondents	October 30, 2023
Responses to questions due	November 14, 2023
RESPONSES DUE TO DISTRICT	December 1, 2023 @ 3:00 P.M.
Oral Presentations (if needed)	December, 2023
Board Consideration and Ranking of Responses	December 2023 – January 2024
Commencement of Services By Successful Respondent	January 2024

1.1 All inquiries and questions concerning this RFQ must be in writing (e-mail is acceptable), received in accordance with Section 1.0 Schedule of Events, and must be directed to: Alicia Johns at ajohns@ckwater.org.

Questions and responses will be posted on the District’s Website according to Section 1.0 Schedule of Events, and, if necessary, an Addendum or Addenda will be issued.

1.2 Respondents will be notified of the District’s desire to enter additional discussions and hear an oral presentation of proposed solutions, if necessary.

SECTION 2.0 CONE OF SILENCE

- 2.1 A Cone of Silence will be in effect for this RFQ beginning with the advertisement date of **October 13, 2023** and will terminate upon issuance of Notice of Award. A violation of the “Cone of Silence” renders any award voidable at the sole discretion of the District Superintendent with approval from the District and may subject the potential Respondent/Consultant or representative to debarment.
- 2.2 The prospective Respondent shall not have any communication with any District officers, agents, or employees regarding this RFQ or project. No interpretation of the meaning of the plans, specifications or RFQ shall be made to a Respondent orally. Any such oral or other interpretations or clarifications shall be without legal effect.
- 2.3 All requests for interpretations or clarifications shall be in writing, addressed to the contact person as shown in Section 1.0, Schedule of Events. All such requests for interpretations or clarifications must be received in writing in accordance with Section 1.0, Schedule of Events. Any and all such interpretations and supplemental instructions shall be in the form of a written addendum which, if issued, shall be posted on the District’s website on the date indicated in Section 1.0, Schedule of Events. Such written addenda shall be binding on the Respondent and shall become a part of the RFQ Document(s).

SECTION 3.0 SCOPE OF SERVICES (SOS) / SCOPE OF WORK (SOW)

3.1 GENERAL SCOPE

The District has recently been affected by Hurricane Idalia. The District is seeking a professional consultant(s) or consulting firm(s) to provide expertise to receive the maximum recovery funding from the Federal Emergency Management Agency (FEMA) Public Assistance Program, Community Development Block Group Disaster Recovery (CDBG-DR), Hazard Mitigation Grant Program (HMGP), and other state and federal agencies providing disaster recovery funding. The ideal Consultant(s) shall possess demonstrated experience in programmatic disaster recovery and must have intimate knowledge and expertise in the operations of the FEMA Public Assistance Program including hazard mitigation, as well as Department of Economic Opportunity and other Federal, State and local grant sources. The ideal Consultant(s) should have extensive experience in assisting with federally compliant procurements, FEMA reimbursement of costs for District staff and resources, tracking volunteer time, and seeking grants for rebuilding of necessary infrastructure.

The awarded Consultant shall perform disaster recovery consulting services, which shall include but is not limited to technical and professional services for disaster recovery and mitigation management, fiscal and administrative services, consulting, representation, assistance and support, and monitoring of the District’s recovery efforts, to include compliance and reporting responsibilities outlined and/or required by federal and state authorities and funding agencies.

In addition, the awarded Consultant may assist the District in disaster administrative planning to ensure efficient and effective disaster recovery activities and documentation, with a focus on expediting and maximizing available cost recovery and grant opportunities, inclusive of grant applications, project identification/development, cost capturing, report preparation, invoice reconciliation, closeout processes, and audit responses.

3.2 SERVICES

The selected Respondent shall assist the District with the following services as mutually agreed upon:

- Provide technical advisory services related to recovery from disasters
- Develop and implement strategies designated to maximize federal and state assistance
- Provide expert programmatic and policy advice on federal disaster relief programs
- Provide support for strategic planning and coordination of all recovery efforts
- Work with District to develop a long range recovery plan in the event of disasters where the cost of reconstruction approaches the cost of relocation or mitigation
- Work with the District's general counsel to review contracts and purchasing documentation to ensure cost recovery
- Pursuant to the Stafford Disaster Relief and Emergency Assistance Act provisions and regulations (44 CFR and 2 CFR 200), and Sandy Recovery Improvements Act (SRIA) of 2013 including alternative procedures for public assistance and debris removal, as well as other Federal grant programs, including CDBG-DR, the awarded Consultant will develop a process/system for the District, from inception through project closeout, to prepare and submit its Public Assistance and other grant program documentation, including 2 CFR 200 compliant procurement and contract, payroll, and grant submission support.
- Work with the District's general counsel to advise District on construction of solicitations in conformance with 2 CFR 200 federal requirements and all applicable state laws.
- Respond to District requests for information on an as-needed basis.
- Represent the District and attend meetings with FEMA, Florida Division of Emergency Management (FDEM), or other agencies as may be necessary
- Damage site assessment and project worksheet formulation
- Identify potential improvements and maximize public assistance 406 Mitigation funding in conjunction with the District
- Meet with County and municipalities as required by the District regarding disaster related repairs, damage mitigation efforts and possible improvements and collect and compile cost documentation
- Document permit requirements and work with the District to maintain code compliance, including but not limited to building and floodplain codes.
- Licenses or permits may be required by the State, County, or other local government to perform all or part of the work. Respondents should hold a required license for the kind of work to be performed at the time of Response submittal and for the duration of the contract. Respondents will be responsible for ensuring proper permitting as such permits are required for the performance of the work.

RFQ 2023-01 - DISASTER RECOVERY SERVICES

- Review and understand the District’s insurance coverage to ensure District’s disaster recovery and restoration processes comply with laws, regulations, and guidelines, as required by FEMA, the State of Florida, or other funding entities.
- Ensure that no duplication of funding or submissions are made if a variety of funding entities are involved.
- Provide assistance and oversight to the District with regard to claims or claiming process
- Continued interaction and communication with the District regarding emergency damage assessment
- Provide assistance and oversight to the District to facilitate and ensure appropriate progress payment requests
- Provide assistance in advising and applying for Department of Economic Opportunity and other Federal, State and local grant sources.
- Assistance in tracking costs for District staff and resources and volunteer time
- Provide advice and assistance in applying for grants to rebuild necessary infrastructure
- Work with the District and the District’s Attorney to resolve disputes with FEMA, FDEM, or other agencies as may be necessary including but not limited to the preparation of appeals
- Provide the District with grant close-out services to ensure funding is retained
- Provide the District with the education and training of staff that will or may be involved with the various aspects of disaster recovery, including the any officials or employees of the District who would derive benefit from training.

SECTION 4.0 RESPONSE REQUIREMENTS

4.1 Overview

- 4.1.1 The use of the terms “shall,” “must,” or “will” (except to indicate simple futurity) in this RFQ indicates a mandatory requirement or condition. The words “should” or “may” in this RFQ indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature will not by itself cause rejection of a Response.
- 4.1.2 Responses not meeting all material requirements of this request or which fail to provide all required information, documents, or materials such as request forms, bonds, etc., will be rejected as non-responsive. Material requirements of the Response are those set forth as mandatory, or without which an adequate analysis and comparison of replies is impossible, or those which affect the competitiveness of replies or the cost to the District. A Respondent whose Response, past performance, or current status that does not reflect the capability, integrity or reliability to perform fully and in good faith the requirements of the Contract may be rejected as non-responsible.
- 4.1.3 The District reserves the right to determine which Responses meet the material requirements of the RFQ and which Responses are responsible and/or responsive. Further, the District may reject any and all Responses and seek new Responses when it is in the best interest of the District to do so.

RFQ 2023-01 - DISASTER RECOVERY SERVICES

- 4.1.4 A Response by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be provided on the Response Transmittal Form, for a Response by a/an:
- a. Partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be provided on the Response Transmittal Form.
 - b. Limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
 - c. Individual shall show the Respondent's name and business address.
 - d. Response by a joint venture shall be executed by each joint venture member in the manner indicated on the Response Transmittal Form. The official address of the joint venture must be provided on the Response Transmittal Form.
- 4.1.5 All names shall be printed in ink below the signatures.
- 4.1.6 The Response shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Response Transmittal Form.
- 4.1.7 The postal and email addresses and telephone number for communication regarding the Response shall be shown.
- 4.1.8 A Respondent seeking to do business with the District shall, at the time of submitting a Response, be appropriately registered with the Department of State in accordance with the provisions of Chapters 605, 607, 617, or 620, Florida Statutes, as applicable. For further information on required filing and forms, please go to the following sites: <http://sunbiz.org/index.html> or <http://www.dos.state.fl.us/doc/index.html>.

The Response shall contain evidence of Respondent's authority and qualification to do business in the state or locality where the Project is located or Respondent shall covenant in writing to obtain such qualification prior to award of the Contract and attach such covenant to the Response. Respondent's state contractor license number, if any, shall also be shown on the Response Transmittal Form.

4.2 Response to the RFQ shall be submitted in the format described below:

Responses must be divided as described below and must include the information/documents specified in the applicable tab. Responses that do not adhere to the following format or include the requested information/documents may be considered incomplete and therefore unresponsive by the District.

The District reserves the right to seek additional/supplemental representation on specific issues as needed. Responses should be typed. **No changes in or corrections to Responses will be allowed after the Responses are opened.** The signer of the Response must declare that the Response in all respects fair and in good faith without collusion or fraud and that the signer of the Response has the authority to bind the principal Respondent.

The District will not be liable for any costs incurred by Respondent prior to entering a contract. Therefore, all Respondents are encouraged to provide a simple, straightforward, and concise description of their ability to meet the RFQ requirements.

RESPONSE CONSTRUCTION

Respondent will construct its Response in the following format as outlined below, and a divider must separate each tab as prescribed.

TAB 1 – RESPONSE TRANSMITTAL FORM ON THE FIRMS LETTERHEAD (FORM NO. 1)

All signatures must be by an individual with authority to legally bind the Respondent, witnessed, and corporate and/or notary seal (as applicable.) If the individual signing the Response Transmittal Form does not have apparent authority to legally bind the Respondent, attach documentation demonstrating such authority. The corporate or mailing address must match the company information as it is listed on the Florida Department of State Division of Corporations. Attach a copy of the webpage(s) from <http://www.sunbiz.org> as certification of this required information. Verify that all addenda and tax identification number have been provided.

TAB 2 – EXECUTIVE SUMMARY AND QUALIFICATION APPLICATION (FORM NO. 2)

This summary should be no more than three (3) pages. Form 2, Qualification Application and Questionnaire should be included in this Tab and is not subject to the three (3) page limit. The proposing firm must provide information indicative of experience on other projects of similar complexity that demonstrate successful and reliable experience in past performance within the last seven (7) years as related to this Response. The three (3) page summary should include the following information:

- The organization and size of the proposer, whether it is local, regional, national or international in operations.
- The location of the office from which the work is to be done and the number of professional staff by staff level employed at that office.
- A description of the range of activities performed by the office.
- A statement on the proposer's staff capability to perform the range of activities.

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- Describe Respondent's FEMA Consultant experience similar to the type of activity being requested and give the names and telephone numbers of client officials responsible for three of your FEMA Consulting projects.

TAB 3 – LETTERS OF REFERENCE (FORM 3)

Include three reference letters from similarly situated communities or local governments dated 2016 or later. Letters must be on the entities letterhead and signed by an authorized official and include a brief description of the project and results, date of the project and name of contact person, e-mail, and phone number.

TAB 4 – KEY STAFF

Include a summary of leadership and key staff, their role and experience that will be assigned to work with the District. Include behind the summary a resume of each key staff listed in the summary with relevant information to the services be requested (limit one page, front and back, per person). Provide an organizational chart, resumes, and summary of staff qualifications. Demonstrate current capacity and current expertise in disaster recovery. Respondent shall document knowledge and experience of personnel with Federal, State and local emergency management agencies, programs, funding sources and reimbursement processes. Provide the name and location of the proposed:

- a. Closest office
- b. Principal in charge
- c. Local On Site Project Manager

If other subcontractors are to participate in the consulting services, those subcontractors shall be required to provide similar information.

TAB 5 – APPROACH

Provide a description of the Respondent's approach to the project including implementation of the RFQ Scope of Services, startup procedures, estimating methodology, and management of disaster recovery.

TAB 6 – CAPACITY

Capacity to perform services timely for the District is critical and could be impacted by other obligations firms may have in the general area. Provide a listing of all active disaster recovery contracts with cities, counties, or other entities. Provide current obligations of Respondent, including time schedules and staff committed.

TAB 7 – COST PROPOSAL/FEE SCHEDULE

Each Respondent must complete and submit a Cost Proposal/Fee Schedule in the form specified below showing hourly rates for consultant services as well as an itemized list of all direct and indirect costs associated with the performance of the Services. The hourly labor rates shall include all applicable overhead and profit. Overtime hours will be paid at the same rate as regular time hours. All normal expenses shall be absorbed in hourly rates, including lodging, meals,

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transportation, and per Diem.

Employee Classification*	Base Rate**	Fringe and Overhead***	Profit***	Requested Rate
Engineer				
Data Manager				
GIS Specialist				
Accountant				
Procurement Administrator				
Grant Manager				

* Additional rows may be added for additional Employee Classifications

** Base Rate is actual hourly wage rate, exclusive of fringe, overhead, and profit

***Maximum 150% for fringe and overhead; maximum profit 10%; or audited rates, whichever is less.

TAB 8 – REQUIRED FORMS DOCUMENTS AND CERTIFICATIONS

The following forms must be fully filled out and signed by a person with authority to bind the Respondent:

- Form No. 4 Indemnification and Hold Harmless Statement
- Form No. 5 Public Entity Crimes Sworn Statement
- Form No. 6 Equal Employment Opportunity/Affirmative Action Statement
- Form No. 7 Drug Free Workplace Certification
- Form No. 8 Conflicts of Interest Disclosure Form No. 9 Non-Collusion Affidavit
- Form No. 10 Ethics Clause & Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
- Form No. 11 List of Proposed Sub-Contractors
- Form No. 12 Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions
- Form No. 13 E-Verify Certification
- Form No. 14 Insurance Certification
- Form No. 15 Comments on Proposed Contract
- Form No. 16 System for Award Management Form
- Form No. 17 Byrd Anti-Lobbying Amendment Form

Please note any concerns with the proposed contract on Form No. 15. Any comments that are included on this form regarding the contract documents will be forwarded to the legal department for review. The District’s acceptance of comments does not guarantee any revision to the contract documents. Comments not included on this form **WILL NOT** be considered. Please indicate NONE or Not Applicable (N/A) if there are no comments on the proposed contract documents.

SECTION 5.0 RESPONSE OPENING

5.1 All Responses will be opened on the date and time indicated in **Section 1.0, Schedule of Events** (i.e., date Responses are due) or as modified by Addendum.

SECTION 6.0 EVALUTION OF RESPONSES AND SELECTION PROCESS

6.1 Responses submitted to this RFQ that satisfy the required qualifications and are deemed to be submitted by responsive and responsible Respondents shall be ranked by a Selection Committee, which shall consist of the District Board of Directors.

6.2 The District reserves the right to reject any or all Responses, including without limitation, nonconforming, nonresponsive, unbalanced or conditional Responses. The District further reserves the right to reject the Response of any Respondent whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The District also reserves the right to waive all informalities not involving price, time or changes in the Services and to negotiate contract terms with the Successful Respondent.

6.3 More than one Response for the same Services from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Respondent has an interest in more than one Response for the Services may be cause for disqualification of the Respondent and the rejection of all Responses in which that Respondent has an interest.

6.4 The District may conduct such investigation as it deems necessary to establish the responsibility, qualifications, and financial ability of Respondents, proposed subcontractors, suppliers, individuals or entities to perform the Services in accordance with the Contract document.

6.5 In ranking Responses the Selection Committee shall evaluate the Responses on the basis of the information provided by the Respondent, and rank each Response for compliance with the qualifications of each Respondent and compliance with the mandatory requirements of the RFQ. The District reserves the right to award to more than one Respondent.

6.6 Evaluation of Responses and selection of a monitoring and management firm shall be at the sole discretion of District. The Selection Committee will evaluate the Responses that are responsive to the requirements of this RFQ using the following weighted criteria:

CRITERIA	Score
1. Organization and Ability of Consultant and Staff	20
2. References on Recent Projects	20
3. Relevant Firm Experience with Comparable Entities	35

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4. Project Approach	20
5. Cost Effectiveness	5
TOTAL POSSIBLE POINTS	100

- 6.7 Respondents may be selected for interviews or oral presentations (shortlisted). The District makes no commitment to any Respondent to this RFQ beyond consideration of the written response to this RFQ. All Respondents will be notified of the shortlisted and non-shortlisted Respondents as well as the date, time, and location of interviews and/or oral presentations, if necessary. The District's request for an oral presentation shall in no way constitute acceptance of a Response or imply that an agreement is pending. The District reserves the right to award the opportunity to provide the services specified herein based on initial Response submissions without oral presentations.

SECTION 7.0 INTENT TO AWARD AND CONTRACT EXECUTION

- 7.1 The District reserves the right to incorporate the successful Response into the Contract. Failure of a Respondent to accept this obligation may result in the cancellation of the award.
- 7.2 The construction, interpretation, and performance of this RFQ, and all transactions under it shall be governed by the laws of the State of Florida and Levy County. The Contract shall include all terms and conditions of this RFQ, any addenda, response, and the District's contract issued as a result of this RFQ.
- 7.3 The District reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. The District reserves the right to reject any and all Responses or to waive any minor irregularity or technicality in the Responses received. Award will be made to the lowest responsible and responsive Respondent(s) within the category chosen for basis of award. The District reserves the right to award to one or multiple Respondents at its discretion.
- 7.4 The Successful Respondent will be required to assume responsibility for all services offered in the Response. The District will consider the Successful Respondent to be the sole point of contact with regard to contractual matters, including payment on any or all charges.
- 7.5 After successful posting of the award for 72 hours, negotiation of a final Contract, and approval of award by the District, the Successful Respondent will be required to enter into the Contract with the District.

SECTION 8.0 STANDARD TERMS AND CONDITIONS (STAC)

8.1 Definitions

- 8.2 Florida Public Records Law and Confidentiality
- 8.3 Construction and Venue
- 8.4 Contract
- 8.5 Term of the Contract and Termination
- 8.6 Insurance Requirements and Bond Requirements
- 8.7 Non-Appropriation of Funds
- 8.8 Authority to Piggyback

8.1 Definitions

General terms used throughout this RFQ are provided below. Additional definitions may be provided as applicable to a specific section or subject matter.

Award means the determination of a successful Respondent(s) in response to this RFQ, resulting in an offer of a Contract to perform the services pursuant to the RFQ and their Response.

Contract means the legally enforceable document agreed to and signed by the District and successful Respondent(s) (collectively referred to as the "Parties"), a draft Contract is attached hereto as Appendix B and incorporated herein.

District means the Cedar Key Water and Sewer District.

RFQ means this document, its attachments and any document hereinafter incorporated by reference.

Respondent means any firm, individual or organization submitting a Response in response to this RFQ.

Successful Respondent means a Respondent who is Awarded a Contract as result of its Response to this RFQ.

Proposal Bond means an insurance agreement in which a third party agrees to be liable to pay a certain amount of money in the event that a selected vendor fails to accept the contract as Response. If required, a Proposal bond/deposit shall be for 5% of the amount of the Response.

Payment Bond means a bond which assures that the subcontractors, laborers, and material suppliers will receive payment for the services and products used to fulfill the contract.

Performance Bond means a bond to assure satisfactory performance of the terms of the contract.

Work or **SOW** means the scope of work and/or services.

8.2 Florida Public Records Law and Confidentiality

- 8.2.1. By submitting a Response in response to this RFQ, a Respondent acknowledges that the District is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Respondent further acknowledges that any materials or documents provided to the District may be “public records” and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by Law.
- 8.2.2 Should the Respondent provide the District with any materials which it believes, in good faith, contain information that would be exempt from disclosure or copying under Florida Law; the Respondent shall indicate that belief by typing or printing, in bold letters, the phrase “PROPRIETARY INFORMATION” on the face of each affected page of such materials. The Respondent shall submit to the District both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Respondent fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.
- 8.2.3 Should any person request to examine or copy any material so designated, and provided the affected Respondent has otherwise fully complied with this provision, the District, in reliance on the representations of the Respondent, will produce for that person only the redacted version of the affected materials. If the person requests to examine or copy the complete version of the affected material, the District shall notify the Respondent of that request, and the Respondent shall reply to such notification, in writing that must be received by the District no later than 4:00 p.m., EST, of the District business day following Respondent’s receipt of such notification, either permitting or refusing to permit such disclosure or copying.
- 8.2.4 Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Respondent refuses to permit disclosure or copying, the Respondent agrees to, and shall, hold harmless and indemnify the District for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by the District, or assessed or awarded against the District, in regard to the District’s refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Respondent is not initially named as a party, the Respondent shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any Response submitted by a Respondent in response to this RFQ and shall constitute the District’s sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the District.

8.3 Construction and Venue

The validity, construction, and effect of this RFQ and subsequent Contract shall be governed by the Laws of the State of Florida. The provisions of the RFQ, Successful Respondent's Response and subsequent Contract shall be complied with by the Parties, but only to the extent they are consistent with applicable law and the Contract. In the event of an inconsistency, the Order of Precedence shall be followed:

- a. Laws of Florida and Contract
- b. RFQ and all of its addendums and attachments
- c. Successful firm's Response

Venue for all actions arising under the RFQ and subsequent Contract shall lie in Levy County, Florida, United States.

8.4 Contract

8.4.1 The Successful Respondent will be required to enter into the Contract with the District and will be required to perform the Work in accordance with the Contract terms and conditions. The Draft Contract is attached hereto as Appendix B and incorporated herein by reference.

8.4.2 Any exceptions to the proposed Contract must be noted in Form No. 15 – Comments on Proposed Contract. The District is under no obligation to modify the proposed Contract to conform to the Successful Respondent's Contract exceptions. Contingent Responses will not be accepted. If acceptance of the Contract Award is contingent on an exception and modification to the Contract, the Respondent must provide this information to the District at the time of submission of technical questions, as outlined in the Schedule of Events in order to obtain a determination from the District regarding the proposed exception. If a Respondent's exception and modification are rejected by the District during the technical question portion of the Response process and the Respondent later submits a Response, Respondent shall be deemed to have accepted this Contract provision.

8.5 Term of the Contract and Termination

8.5.1 The term of the Contract shall begin no sooner than the later of the dates executed by both Parties and shall be effective for an initial term of three (3) years, with two (2) optional renewal terms of one (1) year each.

8.5.2 The District may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the District may determine, or to terminate all or a portion of the Contract for the District's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the District orders a suspension, the Contract price and Contract time may be adjusted for increases in the

cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

8.6 Insurance Requirements and Bond Requirements

8.6.1 General Provisions

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the CONSULTANT, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the CONSULTANT. The CONSULTANT shall provide the District a certificate of insurance evidencing such coverage. The CONSULTANT's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the CONSULTANT shall not be interpreted as limiting the CONSULTANT's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the District's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the District, and these coverages, limits, and/or endorsements shall in no way be required to be relied upon by the CONSULTANT for assessing the extent or determining appropriate types and limits of coverage to protect the CONSULTANT against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the District's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the CONSULTANT under this Agreement.

The following insurance policies and coverages are required:

8.6.2 Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability.

The District, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the CONSULTANT. The coverage

shall contain no special limitation on the scope of protection afforded to the District, its officials, employees, and volunteers.

8.6.3 Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

8.6.4 Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the District must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the District's Risk Manager, if they are in accordance with Florida Statute.

The CONSULTANT waives, and the CONSULTANT shall ensure that the CONSULTANT's insurance carrier waives, all subrogation rights against the District and the District's officers, employees, and volunteers for all losses or damages. The District requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The CONSULTANT must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

8.6.5 Insurance Certificate Requirements

8.6.5.1. The CONSULTANT shall provide the District with valid Certificates of Insurance (binders are unacceptable) no later than thirty (10) days prior to the start of work contemplated in this Agreement.

8.6.5.2. The CONSULTANT shall provide to the District a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.

8.6.5.3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the CONSULTANT to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

8.6.5.4. In the event the Agreement term goes beyond the expiration date of the insurance policy, the CONSULTANT shall provide the District with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The District reserves the right to suspend the Agreement until this requirement is met.

8.6.5.5. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

8.6.5.6. The District shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation.

8.6.5.7. The District shall be granted a Waiver of Subrogation on the CONSULTANT's Workers' Compensation insurance policy.

8.6.5.8. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

Cedar Key Water and Sewer District

The CONSULTANT has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the District as an Additional Insured shall be at the CONSULTANT's expense.

If the CONSULTANT's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the CONSULTANT may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The CONSULTANT's insurance coverage shall be primary insurance as respects to the District, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the CONSULTANT that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

Any lapse in coverage may be considered breach of contract. In addition, CONSULTANT must provide to the District confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The District reserves the right to review, at any time, coverage forms and limits of CONSULTANT's insurance policies.

The CONSULTANT shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the CONSULTANT's insurance company or companies and the District's Risk Management office, as soon as practical.

8.7 Non-Appropriation of Funds

In the event no funds or insufficient funds are appropriated and budgeted by the District or are otherwise unavailable for fulfilling the requirements of the Contract, the obligations of the District shall terminate on the last day of the fiscal period for which appropriations are received, without penalty or expense to the District of any kind whatsoever. District will immediately notify the Consultant or its assignee of such occurrence. In the event of such termination, the District agrees

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to peaceably surrender possession of the equipment to the Consultant or its assignee on the date of such termination to the extent that such equipment has not been paid for by the District. The Consultant will be responsible for packing all equipment and any freight charges.

The District will not cancel if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the equipment or other equipment performing similar functions for the current fiscal period in which the termination occurs or the next succeeding fiscal period thereafter and that it will not, during the funding period, give priority to other functionally similar equipment or services.

The Consultant shall covenant and agree to indemnify and hold District harmless against any loss, damage liability, cost, penalty or expense, including attorney's fees, which it is not otherwise agreed to by the District in the equipment Contract and which is incurred and arises upon a failure of the District to appropriate funds in the manner described herein for a continuation of the Contract or exercise of the option to purchase the equipment.

CEDAR KEY WATER AND SEWER DISTRICT
REQUEST FOR QUALIFICATIONS RFQ 2023-01 FOR:
Disaster Recovery Services

Advertisement Begin Date: October 13, 2023.
Due Date/Time: December 1, 2023 @ 3:00 p.m. EST

The Cedar Key Water and Sewer District (“District”) is seeking Responses from qualified disaster recovery firms or individuals with the required expertise and capability to provide comprehensive disaster recovery consultant services to the District. The District has recently been affected by Hurricane Idalia. The District is seeking a professional consultant(s) or consulting firm(s) to provide expertise to receive the maximum recovery funding from the Federal Emergency Management Agency (“FEMA”), State of Florida, and the District’s insurance carriers. The ideal Consultant(s) shall possess demonstrated experience in programmatic disaster recovery and must have extensive knowledge and expertise in the operations of the FEMA Public Assistance Program, including hazard mitigation, as well as other Federal, State, and local grant sources. The ideal Consultant(s) should have extensive experience in assisting with all aspects of the disaster recovery process, including assisting with federally compliant procurements, FEMA reimbursement of costs for District staff and resources, and applying for and obtaining grants for necessary permanent infrastructure.

Sealed Responses for the above-described services will be received at the **District, Attn: Alicia Johns, 510 3rd Street, Cedar Key, Florida 32625, until December 1, 2023 @ 3:00 p.m. Eastern Standard Time (EST)**, at which time the bids will be opened and read aloud. Responses received after said time will be returned unopened.

If you are interested in submitting a Response, you **must** obtain the complete Request for Qualifications (RFQ) package, which contains additional information regarding this solicitation and instructions related to submitting a Response, from the District website at <https://www.ckwater.org/> or by contacting the District at:

Alicia Johns
ajohns@ckwater.org
(352) 543-5285

All inquiries and requests for clarification concerning the RFQ shall be submitted in writing and in accordance with the RFQ. Verbal clarifications will not be provided.

The District reserves the right to waive informalities in any Response; reject any or all Responses, in whole or in part; re-bid the services, in whole or in part; and to accept a Response that in its judgment is the lowest and best bid of a responsible bidder. The District does not discriminate on the basis of race, color, national origin, sex, religion, age, marital status and disability/handicapped status in employment or provision of service.

ADA – Special Accommodations: Any person requiring accommodations by the District due to a disability should call Alicia Johns at (352) 543-5285 at least five (5) days prior to any pre-

response conference, response opening, or meeting. If you are hearing or speech impaired, please contact Alicia Johns via the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

**CONTRACT FOR RFQ 2023-01
Disaster Recovery Services**

This Contract is made by and between Cedar Key Water and Sewer District, (hereinafter the "District"), whose principal address is 510 3rd Street, Cedar Key, FL 32625, and _____ whose address is _____ (hereinafter the "Contractor"), and states as follows:

WITNESSETH:

WHEREAS, the District pursued a competitive process to seek interested firms for the provision of Disaster Recovery Services (the "Services") through Request for Qualifications # 2023-01 (the "RFQ"); and

WHEREAS, Contractor submitted a Response to the RFQ, was selected pursuant to the RFQ, and represents that Contractor is capable, prepared, certified, and insured to provide such Services; and

WHEREAS, both the RFQ, including any addenda thereto, and the Contractor's Response are incorporated herein by this reference and shall be binding upon both parties; and

WHEREAS, the District wishes to enter this Contract with Contractor to provide the Services on an as needed basis, in accordance with the RFQ and the Response.

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. Incorporation of Documents

The following documents are incorporated by reference into this Contract:

1. Request for Qualifications (RFQ) and Contractor's Acknowledgement, **RFQ 2023-01, Disaster Recovery Services**, date of opening _____, and any addenda thereto; and
2. Contractor's Response

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties. Any changes to the Contract shall be by a contract amendment which must be agreed to and fully executed by both parties. The cost of a change, modification, or change order must be allowable, allocable, within the scope of any grant or cooperative agreement, and reasonable for the completion of the scope. A cost or price analysis shall be performed when making contract modifications and amendments.

II. Scope of Services

2.1. The Contractor will provide Disaster Recovery services, as further outlined in the RFQ and Contractor's Acknowledgement and set forth in the Scope of Services, Exhibit A. Any changes to the Scope of Services shall be made by a contract amendment, which must be agreed to in writing and fully executed by both parties.

2.2. Services Consultant shall provide under this agreement shall be those set forth in the Scope of Services, Exhibit A, and shall be those Services within a Task Order that the District shall issue periodically issue. A Task Order is a formal document that is dated; serially numbered; and executed by both the District and the Consultant by which District accepts Consultant's proposal for specific Services and Consultant agrees to perform such Services under the terms and conditions specified in the Task Order and this Agreement. Nothing contained in any Task Order shall conflict with the terms of this Agreement, and the terms of this Agreement shall be deemed to be incorporated in each individual Task Order as if fully set forth therein.

2.3. If the District issues a Task Order to Consultant, such Task Order shall contain the following information:

2.3.1. A description of the specific Services to be performed (the "Scope of Work"); a schedule of deliverables; completion date; liquidated damages; basis of compensation; a Maximum Amount Not To Exceed; or any combination of the foregoing, each with reference to the appropriate sections of this Agreement;

2.3.2. A budget establishing the amount of compensation to be paid with sufficient detail so as to identify all of the various elements of costs: labor rates by classification (in accordance with rates established in Consultant's Response), hours for each classification, extended price, subcontracted labor, material, other direct costs, overhead rate, indirect rate, and profit/fee. The sufficiency of such budget detail is subject to the approval of the District; and

2.3.3. Any other additional instructions or provisions relating to the specific Services authorized pursuant to each Task Order that do not conflict with the terms of this Agreement.

2.4. When the Consultant and the District enter into a Task Order for which the term of the Task Order expires on a date that is later than the expiration of this Agreement, the Consultant and the District agree that the terms of this Agreement and any amendments, exhibits, or provisions thereof will automatically extend until the expiration or full completion of the requirements of the Task Order. In such circumstances, cancellation by the District of any remaining work prior to the full completion of work set forth in the Task Order shall cause this Agreement to terminate at the same time. This provision only applies when the expiration of the Task Order extends beyond the expiration of this Agreement. It does not apply when a Task Order expires or is cancelled prior to the expiration of this Agreement.

2.5. Notice to Proceed. The Consultant is not authorized to provide any Services or materials to the District or undertake any project or work provided for in any Task Order prior to the District

first issuing a written Notice to Proceed for that particular Task order. The Consultant shall commence work within ten (10) days after receiving the Notice to Proceed unless the notice indicates otherwise. Consultant recognizes that the District may contract with several other Consultants to perform work described and that Consultant has not been contracted as the exclusive agent to perform any such work.

2.6. Time. Should Consultant be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of Consultant, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the District, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then Consultant shall notify District in writing within five (5) working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Consultant may have had to request a time extension.

2.6.1. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of Consultant's services from any cause whatsoever, including those for which District may be responsible in whole or in part, shall relieve Consultant of its duty to perform or give rise to any right to damages or additional compensation from District. Consultant's sole remedy against District will be the right to seek an extension of time to its schedule. This article shall expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault or neglect of the Consultant, the services to be provided hereunder have not been completed within the schedule identified in a Task Order, the Consultant's compensation shall be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by Consultant.

2.6.2. Should the Consultant fail to commence, provide, perform, or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the District hereunder, the District at its sole discretion and option may withhold any and all payments due and owing to the Consultant until such time as the Consultant resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the District's satisfaction that the Consultant's performance is or will shortly be back on schedule.

III. Duration of Contract and Termination of the Contract

3.1. The Contract will be valid when fully executed by both parties.

3.2. The term of this Contract shall be from the date last signed below and continue for an initial term of three (3) years. The Parties may agree to up to two (2) additional one (1) year renewal periods in writing, with execution by both Parties, and upon advance notice of ninety (90) days.

3.3. The District may terminate the Contract for convenience at any time by providing thirty (30) calendar days written notice to the Consultant. If terminated, Contractor shall be owed for materials provided and accepted by the District up until the point of termination.

3.4. Consultant shall be considered in material default of this Agreement and such default will be considered cause for District to terminate this agreement, in whole or in part, for any of the following reasons: (a) failure to begin work under the Agreement within a reasonable time after issuance of the Notice(s) to Proceed for a Task Order; (b) failure to properly and timely perform the services to be provided hereunder or as directed by District pursuant to this Agreement; (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, officers or directors; (d) failure to obey laws, ordinances, regulations or other codes of conduct; (e) failure to perform or abide by the terms or spirit of this Agreement; or (f) for any other just cause.

3.5. If the District determines that the performance of the Contractor is not satisfactory, the District shall notify the Contractor of the deficiency in writing with a requirement that the deficiency be corrected within ten (10) days of such notice. Such notice shall provide reasonable specificity to the Contractor of the deficiency that requires correction. If the deficiency is not corrected within such time period, the District may either (1) immediately terminate the Agreement, or (2) take whatever action is deemed appropriate to correct the deficiency. In the event the District chooses to take action and not terminate the Agreement, the Contractor shall, upon demand, promptly reimburse the District for any and all costs and expenses incurred by the District in correcting the deficiency.

3.6. If the District terminates the Agreement, the District shall notify the Contractor of such termination in writing, with instruction to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

3.7. The District reserves the right to unilaterally cancel this Contract for refusal by the Contractor or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Contract unless the records are exempt.

3.8. Upon receipt of a final termination or suspension notice under this Article, the Contractor shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following:

3.8.1. Necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; and

3.8.2. Furnish a statement of the activities and other undertakings the cost of which are otherwise includable as costs under this Contract. The termination or suspension shall be carried out in conformity with the latest schedule of costs as approved by the District. The closing out of federal financial participation in the services provided shall not constitute a waiver of any claim which the District may otherwise have arising out of this Contract.

IV. Mobilization

When a written Notice to Proceed has been received by the Contractor and/or the on-site Contractor Representative, he/she will make all necessary arrangements to mobilize a minimum of 25% of the required resources within 48 hours and 100 % within 7 days of commencement and conduct these contracted services.

V. Method of Payment

5.1. The Contractor will be paid for their services provided in accordance with the terms and conditions of this contract, the RFQ and Contractor's Acknowledgement, the Response, and the related Task Order. The maximum contract sum payable by the District to Contractor for services performed under this Contract shall not exceed \$1,000,000.

5.2. The Consultant fully acknowledges and agrees that if at any time it performs Services which have not been fully negotiated, reduced to writing and formally executed by both the District and Consultant, then the Consultant shall perform such Services without liability to the District, and at the Consultant's own risk.

5.3. Payments will be made for Services rendered in a manner consistent with Florida Statutes following receipt of Consultant's Invoice. In the event the Consultant falls behind schedule outlined in each Task Order, no further progress payments will be made until the Consultant brings the Project back on schedule or a revised schedule is submitted and approved by the District, or until all work has been completed and accepted by the District. Any portion of Consultant's Invoice that is objected to or questioned by the District shall not be considered due for the purposes of this Section. To the extent the District does not pay Consultant the total amount invoiced, the District shall provide the Consultant a written explanation of the objection along with any amount paid on that invoice or in lieu of payment if the objection is to the entire amount invoiced.

VI. Fees under options of renewal

If parties mutually agree to exercise the renewal option there will be no rate increase.

VII. Taxes and Assessments

Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the District in accordance with this Contract. Contractor further agrees that it shall protect, reimburse and indemnify District from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The District is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the District, nor is the Contractor authorized to use the District's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

VIII. Invoice Requirements

8.1. The Contractor shall request payment as set forth in the Request for Qualifications (RFQ) and Contractor's Acknowledgement.

8.2. Invoices. Invoices received by the County from the Consultant pursuant to this Agreement will be reviewed and approved in writing by the County's Representative, who shall confirm whether services have been rendered in conformity with the Agreement, and then send for processing payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid within thirty (30) days following the County Representative's approval, who shall process all payments in accordance with the Florida Prompt Payment Act or advise Consultant in writing of reasons for not processing same. In addition to detailed invoices, upon request of the County's Representative, Consultant will provide County with detailed periodic Status Reports.

8.3. Final Invoice and Final Payment. In order for both parties herein to close their books and records, the Consultant will clearly state "final invoice" on the Consultant's final/last billing to the County for each Task Order. This final invoice shall also certify that all services provided by Consultant have been performed in accordance with the applicable Task Order and all charges and costs have been invoiced to the County. Because this account will thereupon be closed, any and other further charges not included on this final invoice are waived by the Consultant. The acceptance by the Consultant, its successors, or assigns, of any Final Payment due upon the termination of this Agreement, shall constitute a full and complete release of the County from any and all claims or demands regarding further compensation for authorized Services rendered prior to such Final Payment that the Consultant, its successors, or assigns have or may have against the County under the provisions of this Agreement. This Section does not affect any other portion of this Agreement that extends obligations of the parties beyond Final Payment.

IX. Waiver of Claims

Contractor's acceptance of final payment shall constitute a full waiver of any and all claims related to the obligation of payment by it against District arising out of this Contract or otherwise related to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final payment. Neither the acceptance of Contractor's services nor payment by

District shall be deemed to be a waiver of any of District's rights against Contractor.

X. Nondiscrimination

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation. Additionally, per Executive Order 11246, Contractor may not

discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

XI. Subcontracting

Contractor shall not subcontract any services or work to be provided to District without the prior written approval of the District's Representative. The District reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The District's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the District prior to it being entered into, and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

XII. Indemnification and Hold Harmless

Contractor shall indemnify and hold harmless the District, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct the Contractor and other persons employed or utilized by the Contractor in the performance of this Contract.

XIII. Insurance

(1) Scope. The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

LIMIT

1.	Worker's Compensation	
	1.) State	Statutory
	2.) Employer's Liability	\$100,000 each accident
2.	Business Automobile	\$1,000,000 each occurrence (A combined single limit)
3.	Commercial General Liability	\$1,000,000 each occurrence (A combined single limit)
4.	Personal and Advertising Injury	\$250,000

5. Professional Liability Insurance. \$1,000,000.00 each occurrence

This Section shall be underwritten by insurers having a Best's Rating of A and Financial Size Category of VIII or higher, or by such other insurers as shall be acceptable to the Company in its sole discretion. In addition, a certificate of the issuance of each such insurance policy shall be delivered to the District prior to the commencement of performance of any Work. Such certificate shall contain an agreement by the insurance company issuing the policy that the policy will not be canceled, terminated or modified without thirty (30) days' prior written notice to the District. At least two weeks prior to the expiration of the original policy or any renewal thereof, a new certificate of the renewal of such insurance shall be delivered to the District.

XIV. Compliance with Laws

Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Work, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Work, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

XV. Notice

All notices required by this Contract shall be in writing to the representatives listed below:

The authorized representative for the District shall be:

James McCain
Cedar Key Water and Sewer District
510 3rd Street
Cedar Key, Florida 32625
Phone: (352) 543-5285
Email: james@ckwater.org

The authorized representative for _____ shall be:

_____, _____

Phone: _____

Email: _____

Courtesy copy to:

_____, _____

Phone: _____
Email: _____

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least five (5) business days' prior notice of the address change.

XVI. Governing Law & Venue

This Contract shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall lie in Levy County, Florida.

XVII. Public Records

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (352) 543-5285, alicia@ckwater.org, Attn: Alicia Johns, 510 3rd Street, Cedar Key, Florida 32625.

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

1. Keep and maintain public records required by the District to perform the service.
2. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the District.
4. Upon completion of the contract, transfer, at no cost, to the District all public records in possession of the contractor or keep and maintain public records required by the District to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all

applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Further, the Contractor agrees to provide the FEMA Administrator or his/her authorized representatives access to records pertaining to work being performed and completed under this Contract.

XVIII. Audit

The District and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Contract. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that District, or its authorized representatives, the Government Accountability Office, the Comptroller General of the United State, FEMA or any of their duly authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Contract. All financial records, timecards and other employment records, and proprietary data and information shall be kept and maintained by Contractor and made available to the District during the terms of this Contract and for a period of three (3) years from the date set forth in 2 CFR §200.333. All such materials shall be maintained by Contractor at a location in _____, Florida, provided that if any such material is located outside _____, then, at District's option Contractor shall pay District for travel, per diem, and other costs incurred by District to examine, audit, excerpt, copy or transcribe such material at such other location. The District shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at the Contractor's place of business.

In the event that an audit is conducted by Contractor specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor, then Contractor shall file a copy of the audit report with the District's Auditor within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law. District shall make a reasonable effort to maintain the confidentiality of such audit report(s).

Failure on the part of Contractor to comply with the provisions of this Paragraph shall constitute a material breach upon which the District may terminate or suspend this Contract.

District Audit Settlements. If, at any time during or after the term of this Contract, representatives of the District conduct an audit of Contractor regarding the work performed under this Contract,

and if such audit finds that District's dollar liability for any such work is less than payments made by District to Contractor, then the difference shall be either repaid by Contractor to District by cash payment upon demand or, at the sole option of District, deducted from any amounts due to Contractor from District. If such audit finds that District's dollar liability for such work is more than the payments made by District to Contractor, then the difference shall be paid to Contractor by cash payment.

XIX. Compliance with Other Federal Standards

19.1. General Federal Provisions. Work issued under this Contract may be fully or partially funded by a Federal Grant. Where applicable, in accordance with Federal law, Contractor shall comply with the provisions of this Article and comply with the authorities enumerated below, which are incorporated herein by reference.

19.1.1. 2 CFR Part 25.110

19.1.2. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000

19.1.3. Executive Orders 12549 and 12689

19.1.4. 41 CFR Part 60-1(a) and (d)

19.1.5. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

19.2. Nondiscrimination Acts and Authorities. For all federally funded work issued under this Contract, Contractor agrees for itself, its successors, and its assigns, to comply and to assure that any subcontractor also agrees to comply with the following Title VI List of Pertinent Nondiscrimination Acts and Authorities.

19.2.1. Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq. 78 stat. 252), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement;

19.2.2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

19.2.3. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

19.2.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of

1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

19.2.5. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

19.2.6. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23 (prohibit discrimination on the basis of age);

19.2.7. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

19.2.8. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

19.2.9. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto (as amended 42 U.S.C. §§ 12101 et seq.) or in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

19.2.10. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

19.2.11. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

19.2.12. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

19.2.13. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

19.2.14. Federal Fair Labor Standards Act (Federal Minimum Wage). All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Contractor has full responsibility to monitor

compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

19.2.15. Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this Contract incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

19.3. Nondiscrimination Clauses for Compliance with Regulations. For all federally funded work issued under this Contract, the Contractor agrees for itself, its successors, and its assigns to comply with the following Nondiscrimination Clauses.

19.3.1. Nondiscrimination. The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

19.3.2. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

19.3.3. Information and Reports. The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

19.3.4. Sanctions for Noncompliance. In the event of a Contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

19.3.5. Incorporation of Provisions. The Contractor will include the provisions of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the District to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

19.4. Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733). For all federally funded work under this Contract, Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract. The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting any applicable Federal award.

19.5. Conflict of Interest (2 CFR § 200.112). For all federally funded work under this Contract, the Contractor must disclose in writing any potential conflict of interest to the District or pass-through entity in accordance with applicable Federal policy. Further, the District is required to maintain conflict of interest policies as it relates to procured contracts. A conflict of interest exists when any of the following occur: (i) Because of other activities, relationships, or contracts, a Contractor is unable, or potentially unable, to render impartial assistance or advice; (ii) A Contractor's objectivity in performing the work is or might be otherwise impaired; or (iii) The Contractor has an unfair competitive advantage.

19.6. Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182. To the extent applicable, Contractor must comply with Federal Drug Free workplace requirements of the Drug Free Workplace Act of 1988.

19.7. Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375). For all federally funded work under 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, 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 identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of

compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining Contract 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; (4) 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; (5) 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.; (6) 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.; (7) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. 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.

19.8. Minority/Women Business Enterprise. The District supports diversity in its procurement program and requires that all subcontracting opportunities afforded by this Agreement embrace and encourage diversity. The Consultant's award of subcontracts should reflect the diversity of the citizens of the State of Florida. In accordance with 2 C.F.R. § 200.321, the Consultant and its subcontractors must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The Consultant

agrees to use affirmative steps, and to require its subcontractors and sub-Consultants to utilize affirmative steps, to ensure that minority businesses and women's business enterprises are used when possible. Such affirmative steps shall at a minimum include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, or women's business enterprises;
5. Utilizing services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of the Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above in (1) through (5).
7. As used herein, the term "minority and women business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. Prior to award of any subcontract under this Agreement, Consultant shall document its efforts made to comply with the requirements of this paragraph. The Consultant shall state that it is an Equal Opportunity or Affirmative-Action employer in all solicitations or advertisements for subcontractors or employees who shall perform work under this Agreement.

19.9. Procurement of Recovered Materials. For all federally funded work under this Contract, Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

19.10. Environmental and Energy Policies. For all work over the micro-purchase threshold, the Contractor and subconsultants and subcontractors will comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

19.11. Clean Air Act and Federal Water Pollution Control Act. In all work funded in excess of \$150,000, the Contractor shall comply with the Clean Air Act as set forth below.

19.11.1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

19.11.2. The Contractor agrees to report each violation to the District and understands and agrees that the District 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.

19.11.3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance under this Contract.

19.12. Federal Suspension and Debarment. This Contract may be covered in part as a transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of its subcontractors, 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).

19.12.1. 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.

19.12.2. By entering this Contract, Contractor has made the Certification set forth in this section. This certification is a material representation of fact relied upon by the District. 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 the State of Florida and the District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

19.12.3. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the term of this Contract. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

19.12.4. Certification Instructions

19.12.4.1. By signing this Contract, the Contractor, referred to in this section as the prospective lower tier participant, is providing the certification set out in accordance with these instructions.

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

19.12.4.3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this Response is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

19.12.4.4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "response," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this Response is being submitted for assistance in obtaining a copy of those regulations.

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

19.12.4.6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

19.12.4.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.

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

19.12.4.9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government,

the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

19.12.5. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Lower Tier Covered Transactions. Contractor has certified its eligibility within its Response and will secure the following certification from any subcontractors. The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. [READ CERTIFICATION INSTRUCTIONS ABOVE BEFORE COMPLETING CERTIFICATION]

19.12.5.1. The prospective lower tier participant certifies, by submission of this Response, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;

19.12.5.2. Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

19.12.5.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and

19.12.5.4. Have not within a three-year period preceding this application/Response had one or more public transactions (Federal, State or local) terminated for cause or default.

19.12.5.5. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Response.

19.13. Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5). Contractor agrees to comply with all provisions of the Davis Bacon Act as amended. 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. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the District will place a copy of the current prevailing wage determination issued by the Department of Labor in the Notice to Proceed. The decision to award a Notice to

Proceed shall be conditioned upon the acceptance of the wage determination.

19.14. Federal Lobbying. Contractor who applies for an award of \$100,000 or more shall file the required Byrd Anti-Lobbying Amendment certification as set forth in the RFQ. Each tier of subcontractor will certify 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 of subcontractor 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 Contractor.

19.15. Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3). Contractor shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated herein by this reference. 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.

19.16. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5). All applicable work issued in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor and all subconsultants and subcontractors are required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.

19.17. Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401). If the Federal funding for any work meets the definition of “funding agreement” under 37 CFR § 401.2, Contractor may be subject to additional standard patent rights clauses in accordance with 37 CFR § 401.14.

19.18. Access to Records and Reports. Contractor will make available to the District’s granting agency, the granting agency’s Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, District, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the

Contractor that are pertinent to the District's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the Contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

19.19. Federal Changes. Contractor will comply with all applicable Federal agency regulations, policies, procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of any awarded contract.

19.20. Termination for Default (Breach or Cause). If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the District may terminate the contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

19.21. Termination for Convenience. For any work issued over the micro-purchase threshold may be terminated by District in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated.

19.22. Safeguarding Personal Identifiable Information (2 CFR § 200.82). Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

19.23. Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200). The District will not issue work containing Federal funding on a cost-plus percentage of cost basis.

19.24. Trafficking Victims Protection Act (2 CFR Part 175). Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits Contractor from (1) engaging in severe forms of trafficking in persons during the period of time that resulting contract]is in effect; (2) procuring a commercial sex act during the period of time that resulting contract is in effect; or (3) using forced labor in the performance of the contracted services under a resulting contract. A resulting contract may be unilaterally terminated immediately by District for Contractor's violating this provision,

without penalty.

19.25. Domestic Preference For Procurements (2 CFR § 200.322). As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in a resulting contract, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

19.26. Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101, Executive Order 14005)). All iron, steel, manufactured products, and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with District for further details. Contractors shall be required to submit a completed Buy American Certificate with any applicable Notice to Proceed in substantially the following form:

19.27.1. Buy American Certificate (FAR 52.225-2) Contractor certifies that each end product, except those listed in paragraph 19.26.2 of this provision, is a domestic end product. Contractor shall list as foreign end products in paragraph 19.26.2 those end products manufactured in the United States that do not qualify as domestic end products. The terms “domestic end product,” “end product,” and “foreign end product” are defined in FAR 52.225-1 entitled “Buy American-Supplies.”

19.27.2.	Foreign End Products:Line Item No.	Country of Origin
	_____	_____
	_____	_____

19.27.3. The Government will evaluate offer in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.

19.27. Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216). Contractor and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or

services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

19.28. Enhanced Whistleblower Protections (41 U.S.C. § 4712). An employee of Contractor and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

19.29. Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170). In accordance with FFATA, the Contractor shall, upon request, provide District the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

19.30. Federal Awardee Performance and Integrity Information System (FAPIIS) (The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII)). The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

19.31. Never Contract With The Enemy (2 CFR Part 183). For work funded by grant and cooperative agreements in excess of \$50,000 and performed outside of the United States, including U.S. territories and in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities, Contractor must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

19.32. Federal Agency Seals, Logos and Flags. Contractor shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without

specific federal agency pre-approval.

19.33. 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 a resulting contract.

19.34. Conflict with Grant Terms. In the event of any conflict between the terms and conditions of this Article and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this Contract, the conflicting terms and conditions of that document shall prevail.

XX. Assignment

Contractor shall not assign this Contract or any part thereof, without the prior consent in writing of the District. If Contractor does, with approval, assign this Contract or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the District.

XXI. Entire Contract & Waivers

This Contract (including all Schedules and Exhibits), as incorporated herein, contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Contract can only be amended in writing upon mutual agreement of the parties and signed by both parties.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the District to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the District thereafter to enforce such provisions.

XXII. Severability

If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

XXIII. Independent Contractor

Contractor enters into this Contract as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the District as his/her

employer, or as partner, agent or principal. Neither Contractor, not any of Contractor's employees, shall be entitled to any benefits accorded to the District's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Contract.

Contractor warrants that it fully complies with all Federal Executive Orders, statutes and regulations regarding the employment of undocumented workers and others and that all employees performing work under this Contract meet the citizenship or immigration status requirements set forth in Federal Executive Orders, statutes and regulations. Contractor shall indemnify, defend and hold harmless the District, its officers and employees from and against any sanctions and any other liability which may be assessed against the Contractor in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

The employees and agents of each party, shall while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

XXIV. Third Party Beneficiaries

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third party beneficiary under this Contract, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

XXV. Representation of Authority to Contractor/Signatory

The individual signing this Contract on behalf of [Contractor] represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract. The signatory represents and warrants to the District that the execution and delivery of this Contract and the performance of Tetra Tech, Inc. obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

XXVI. Amendment

26.1. It is the intent of this Agreement that County shall from time-to-time issue Task Orders for Consultant to perform such services set forth in the Scope of Work therein. Task Orders shall be duly approved by the District prior to issuance. Consultant shall expediently perform the Scope of Work within the schedule indicated in the Task Order. Consultant shall timely cooperate with District in negotiating the cost and schedule of said Task Order prior to submission to the District for approval. The District reserves the right to make changes to the Scope of Services of this Agreement, the Scope of Work of any Task Order, including alterations, reductions therein, or additions thereto. Upon receipt by the Consultant of the District's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the District of any estimated change in the

completion date, and (3) advise the District if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of Task Orders issued under this Agreement.

26.2. If the District instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work of a Task Order affected by a contemplated change, pending the District's decision to proceed with the change. Consultant shall be entitled to invoice District for that portion of the Scope of Work completed prior to receipt of the written notice.

26.3. If the District elects to make the change, the District shall initiate a written amendment to the Task Order signed by both parties, and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the District.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature.

SIGNATURE BLOCKS INTENTIONALLY OMITTED FROM DRAFT CONTRACT

RFQ 2023-01

DISASTER RECOVERY SERVICES
Required Forms, Documents and Certifications

The following forms must be fully filled out and signed by a person with authority to bind the Respondent.

RFQ 2023-01 Disaster Recovery Services

CHECKLIST OF REQUIRED FORMS, DOCUMENTS AND CERTIFICATIONS:

Please submit the items on the following list and any other items required by any section of this RFQ. The checklist is provided as a courtesy and may not be inclusive of all items required within this RFQ.

Form No. 1	Response Transmittal Form
Form No. 2	Qualifications Application and Questionnaire
Form No. 3	References
Form No. 4	Indemnification and Hold Harmless Statement
Form No. 5	Public Entity Crimes Sworn Statement
Form No. 6	Equal Employment Opportunity/Affirmative Action Statement
Form No. 7	Drug Free Workplace Certification
Form No. 8	Conflicts of Interest Disclosure
Form No. 9	Non-Collusion Affidavit
Form No. 10	Ethics Clause & Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
Form No. 11	List of Proposed Sub-Contractors
Form No. 12	Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions
Form No. 13	E-Verify Certification
Form No. 14	Insurance Certification
Form No. 15	Comments on Proposed Contract
Form No. 16	System for Award Management Form
Form No. 17	Byrd Anti-Lobbying Amendment Form

RFQ 2023-01 Disaster Recovery Services

FORM 1

RESPONSE TRANSMITTAL FORM (TO BE ON RESPONDENT'S LETTERHEAD)

The Cedar Key Water and Sewer District Board reserves the right to accept or reject any and/or all Responses in the best interest of the District.

Dottie Haldeman
Chair

This Response is submitted by the below named firm/individual by the undersigned authorized representative.

(Firm Name)

BY _____
(Authorized Representative)

(Printed or Typed Name)

ADDRESS _____

TELEPHONE _____

TELEPHONE _____

FAX _____

FEID # _____

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials _____
Addendum #2 dated _____ Initials _____
Addendum #3 dated _____ Initials _____
Addendum #4 dated _____ Initials _____
Addendum #5 dated _____ Initials _____
Addendum #6 dated _____ Initials _____

RFQ 2023-01 Disaster Recovery Services

Attach a copy of the webpage(s) from <http://www.sunbiz.org> here

RFQ 2023-01 Disaster Recovery Services

**FORM 2
QUALIFICATION APPLICATION AND QUESTIONNAIRE**

All qualification packages must be submitted with the Response to be considered for qualification. No exceptions.

PURPOSE: To provide the District with reasonable assurance that the prospective Respondent has the financial assets, resources, work force, and work experience to successfully complete the agreement with the District.

FIRM NAME: _____

BUSINESS ADDRESS: _____

CITY – STATE – ZIP _____

PHONE NUMBER: _____

EMAIL: _____

The undersigned warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary.

1. What is the firm’s current Florida General Business Number?

2. How many years has your organization been in business?

3. Describe and give contact information of current projects that you have underway. Do you have a project(s) underway which might interfere with the start of this work and completion on schedule?

RFQ 2023-01 Disaster Recovery Services

4. List projects and provide a brief description that you have completed similar in type, size, and nature as the one proposed. Note: Projects may be larger than this project.

a. Name of Project: _____
Owner/Engineer: _____ Telephone No.: _____
Address: _____
Date Started: _____ Date Completed: _____ Contract Value: _____
Team Members: _____
Description of Project: _____

b. Name of Project: _____
Owner/Engineer: _____ Telephone No.: _____
Address: _____
Date Started: _____ Date Completed: _____ Contract Value: _____
Team Members: _____
Description of Project: _____

c. Name of Project: _____
Owner/Engineer: _____ Telephone No.: _____
Address: _____
Date Started: _____ Date Completed: _____ Contract Value: _____
Team Members: _____
Description of Project: _____

5. List any additional references you would like to include outside of projects similar in scope to this one:

Name of Project: _____
Owner/Engineer: _____ Telephone No.: _____

RFQ 2023-01 Disaster Recovery Services

Address: _____

Name of Project: _____

Owner/Engineer: _____ Telephone No.: _____

Address: _____

Name of Project: _____

Owner/Engineer: _____ Telephone No.: _____

Address: _____

6. List the projects completed within Levy County in the past (3) years.

7. Have you ever failed to complete work awarded to you? If so, where and why?

8. List all past project conflicts, litigations, arbitrations, mediations, informal settlement discussions, or disputes involving your company for the past (3) years and outcome. Fully describe the circumstances (use additional sheets if necessary).

RFQ 2023-01 Disaster Recovery Services

9. State the true and exact, correct, and complete name under which you do business.
BIDDER IS:

SOLE PROPRIETORSHIP

_____ (SEAL)
(Individuals Signature)

(Individuals Name)

Florida Business License No. and Expiration Date _____

Business Address: _____

Phone No.: _____

A PARTNERSHIP

_____ (SEAL)
(Partnership Name)

(General Partner's Signature)

(General Partner's Name)

Florida Business License No. and Expiration Date _____

Business Address: _____

Phone No.: _____

RFQ 2023-01 Disaster Recovery Services

A CORPORATION

_____ (SEAL)
(Corporation Name)

(State of Incorporation)

By _____ (Name of person authorized to sign)

(Title)

(Authorized Signature)

Florida Business License Number and Expiration Date _____
(Corporate Seal)

Attest _____
(Secretary)

Business address: _____

Phone No.: _____

10. LIST ALL PRINCIPALS OF ORGANIZATION: (President, Vice-President, Secretary-Treasurer, Partner, etc.)

Signature and Title of Person Submitting Application Date

RFQ 2023-01 Disaster Recovery Services

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by

_____, as _____ of _____ on
(Name) (Title) (Company)

behalf of the company. He/she is personally known to me or has produced _____
(DL or ID Number)
as identification.

(Signature of Notary) Notary Public, State of _____

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Commission No.: _____ My Commission Expires: _____

RFQ 2023-01 Disaster Recovery Services

**FORM 3
REFERENCE FORM**

Respondent Name: _____
 Respondents are required to submit with their Responses three (3) letter of reference, with which they have provided similar services as requested in this solicitation. Vendors shall use this attachment to provide the required reference information. The District reserves the right to contact all references during this RFQ and make a responsibility determination, not subject to review or challenge.

FORMER CLIENTS and Project Description	
Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

Authorized Signature: _____
 Name: _____
 Title: _____

RFQ 2023-01 Disaster Recovery Services

**FORM 4
INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless DISTRICT, its offices and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this CONTRACT.

Signed: _____

Name: _____

Title: _____

Firm: _____

Address: _____

RFQ 2023-01 Disaster Recovery Services

**FORM 5
SWORN STATEMENT UNDER 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 the Cedar Key Water and Sewer District Board

By : _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN) is . _____

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida 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 an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida statutes, means a finding of guilt or a conviction of a public entity crime, with or without 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(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime: or

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

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the

RFQ 2023-01 Disaster Recovery Services

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 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 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 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 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 contractor 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)

Sworn to and subscribed before me this _____ day of _____, 2023.

Personally known _____ OR Produced identification _____
(Type of identification)

NOTARY PUBLIC

Notary Public - State of _____

My commission expires: _____

Printed,
typed, or stamped commissioned name of notary public

RFQ 2023-01 Disaster Recovery Services

**FORM 6
EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT**

1. The Consultant and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The Consultant agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____

Name: _____

Title: _____

Firm: _____

Address: _____

RFQ 2023-01 Disaster Recovery Services

**FORM 7
DRUG FREE WORKPLACE CERTIFICATION**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more response which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

VENDOR _____ TITLE _____

AUTHORIZED SIGNATURE _____ DATE _____

RFQ 2023-01 Disaster Recovery Services

**FORM 8
CONFLICT OF INTEREST DISCLOSURE**

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their Responses whether any officer, director, employee or agent is also an officer or an employee of the Board of the Cedar Key Water and Sewer District. All firms must disclose the name of any District officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the District, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the actions of the District in Connection with this procurement.

Names of Officer, Director, Employee or Agent that is also an Officer or Employee of Cedar Key Water and Sewer District:

_____	_____
_____	_____

Name of State Officer or Employee that owns 5% or more in Respondent's firm:

_____	_____
_____	_____

Name

Company

Date

RFQ 2023-01 Disaster Recovery Services

**FORM 9
NON-COLLUSION AFFIDAVIT**

The undersigned being first duly sworn as provided by law, deposes, and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Board of the Cedar Key Water and Sewer District and that it will be relied upon by said District, in any consideration which may give to and any action it may take with respect to this Response.

2. The undersigned is authorized to make this Affidavit on behalf of,

(Name of Corporation, Partnership, Individual, etc.)

a, _____ formed under the laws of _____
(Type of Business) (State or Province)

of which he is _____
(Sole partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Response by the District, also that no head of any department or employee therein, or any officer of the District is directly interested therein.

4. This Response is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Response, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said Response or Responses of any other bidder; and all statements contained in the Response or Responses described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said Response or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

AFFIANT'S NAME

AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this _____ day of _____ 2023.

Personally Known _____ or Produced Identification _____

Type of Identification _____

Notary Public

(Print, Type or Stamp Commissioned Name of Notary Public)

RFQ 2023-01 Disaster Recovery Services

**FORM 10
ETHICS CLAUSE**

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

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 any 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.

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.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

Signature

Date

Name of Authorized Individual

Name of Company/Organization

Address of Company/Organization

RFQ 2023-01 Disaster Recovery Services

FORM 11

LIST OF PROPOSED SUBCONTRACTORS AND SERVICES TO BE PERFORMED

Subcontract 1 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 2 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 3 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 5 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 6 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 7 Name: City/State/Zip Services to Perform and Percentage:

RFQ 2023-01 Disaster Recovery Services

FORM 12

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS, PRIMARY COVERED TRANSACTIONS

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/Response had one or more public transactions (Federal, State or local) terminated for cause or default.

- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Response.

- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Title

Consultant/Firm

Address

RFQ 2023-01 Disaster Recovery Services

**FORM 13
E-VERIFY COMPLIANCE CERTIFICATION**

In accordance with the Governor of Florida’s Executive Order 11-116, the Respondent hereby certifies that the U.S. Department of Homeland Security’s E-Verify system will be used to verify the employment eligibility of all new employees hired by the Consultant during the Contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term; and shall provide documentation of such verification to the District upon request.

As the person authorized to sign this state, I certify that this firm complies/will comply fully with this RFQ regarding e-Verify Compliance.

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

RFQ 2023-01 Disaster Recovery Services

FORM 16

SYSTEM FOR AWARD MANAGEMENT FORM

(a) Definitions. As used in this provision.

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

“Registered in the System for Award Management (SAM) database” means that.

- (1) The Bidder has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;
- (2) The bidder has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The bidder will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) (1) By submission of an offer, the bidder acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Bidder shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Bidder’s name and address exactly as stated in the offer. The Bidder also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Bidder is registered in the SAM database.

(c) If the Bidder does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Bidder should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company Headquarters name and address (reporting relationship within your entity).

RFQ 2023-01 Disaster Recovery Services

- (d) If the Bidder does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Bidder.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Bidders who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) Bidders may obtain information on registration at <https://www.acquisition.gov>.

Bidders SAM information:

Entity Name: _____

Entity Address: _____

Unique Entity ID: _____

CAGE Code: _____

RFQ 2023-01 Disaster Recovery Services

FORM NO. 17

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

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

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000

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 Contractor’s Authorized Official

_____ Name and Title of Contractor’s Authorized Official

_____ Date

CEDAR KEY WATER AND SEWER DISTRICT

ADDENDUM NO. 1 TO REQUEST FOR QUALIFICATIONS (RFQ) FOR DISASTER RECOVERY SERVICES RFQ 2023-01

Issued October 13, 2023

All times listed in the Schedule of Events are Eastern Standard Time (EST).

Event	Date/Time
Proposal Advertisement Date	October 13, 2023
Release of Request for Qualifications	October 13, 2023
Questions Due from Prospective Respondents	December 7, 2023
Responses to questions due	December 15, 2023
RESPONSES DUE TO DISTRICT	December 29, 2023 @ 3:00 P.M.
Oral Presentations (if needed)	January, 2024
Board Consideration and Ranking of Responses	January-February, 2024
Commencement of Services by Successful Respondent	January-March, 2024

This addendum is issued for the purpose of revising the Schedule of Events in Section 1.0 of the RFQ.

Interested Firms may respond to both RFQ 2023-01 and RFQ 2023-02 for Engineering Consultant, Design, Inspection, and Related Services Pertaining to Hurricane Idalia Recovery Projects (Including Hazard Mitigation Projects).

Section 1.0 of the RFQ is amended to read as follows:

SECTION 1.0 SCHEDULE OF EVENTS

Failure to comply with this or any other paragraph of this RFP shall be sufficient reason for rejection of the Proposal.

All times listed in the Schedule of Events are Eastern Standard Time (EST).

<i>Event</i>	<i>Date/Time</i>
Proposal Advertisement Date	October 13, 2023
Release of Request for Qualifications	October 13, 2023
Questions Due from Prospective Respondents	December 7, 2023
Responses to questions due	December 15, 2023
RESPONSES DUE TO DISTRICT	December 29, 2023 @ 3:00 P.M.
Oral Presentations (if needed)	January, 2024
Board Consideration and Ranking of Responses	January-February, 2024
Commencement of Services by Successful Respondent	January-March, 2024

1.1 All inquiries and questions concerning this RFQ must be in writing (e-mail is acceptable), received in accordance with Section 1.0 Schedule of Events, and must be directed to: Alicia Johns at ajohns@ckwater.org.

Questions and responses will be posted on the District's Website according to Section 1.0 Schedule of Events, and, if necessary, an Addendum or Addenda will be issued.

1.2 Respondents will be notified of the District's desire to enter additional discussions and hear an oral presentation of proposed solutions, if necessary.

CEDAR KEY WATER AND SEWER DISTRICT

ADDENDUM NO. 2 TO REQUEST FOR QUALIFICATIONS (RFQ) FOR DISASTER RECOVERY SERVICES RFQ 2023-01

Issued November 17, 2023

All times listed in the Schedule of Events are Eastern Standard Time (EST).

<i>Event</i>	<i>Date/Time</i>
Proposal Advertisement Date	October 13, 2023
Release of Request for Qualifications	October 13, 2023
Questions Due from Prospective Respondents	December 7, 2023
Responses to questions due	December 15, 2023
RESPONSES DUE TO DISTRICT	December 29, 2023 @ 3:00 P.M.
Oral Presentations (if needed)	January, 2024
Board Consideration and Ranking of Responses	January-February, 2024
Commencement of Services by Successful Respondent	January-March, 2024

This addendum is issued for the purpose of correcting typographical errors on pages 1 through 4 of the RFQ and correcting an error in an email address appearing on pages 5, 8, and 25 of the RFQ.

Interested Firms may respond to both RFQ 2023-01 and RFQ 2023-02 for Engineering Consultant, Design, Inspection, and Related Services Pertaining to Hurricane Idalia Recovery Projects (Including Hazard Mitigation Projects).

All instances of RFQ 2023-06 on pages 1 through 4 of the RFQ are amended to reflect the correct solicitation number, RFQ 2023-01

All instances of “ajohns@ckwater.org” on pages 5, 8, and 25 of the RFQ are amended to reflect the correct email address, “alicia@ckwater.org”

CEDAR KEY WATER AND SEWER DISTRICT

ADDENDUM NO. 3 TO REQUEST FOR QUALIFICATIONS (RFQ) FOR DISASTER RECOVERY SERVICES RFQ 2023-01

Issued December 15, 2023

All times listed in the Schedule of Events are Eastern Standard Time (EST).

Event	Date/Time
Proposal Advertisement Date	October 13, 2023
Release of Request for Qualifications	October 13, 2023
Questions Due from Prospective Respondents	December 7, 2023
Responses to questions due	December 15, 2023
RESPONSES DUE TO DISTRICT	December 29, 2023 @ 3:00 P.M.
Oral Presentations (if needed)	January, 2024
Board Consideration and Ranking of Responses	January-February, 2024
Commencement of Services by Successful Respondent	January-March, 2024

This addendum is issued for the purpose of responding to questions received by the December 7, 2023 deadline.

Interested Firms may respond to both RFQ 2023-01 and RFQ 2023-02 for Engineering Consultant, Design, Inspection, and Related Services Pertaining to Hurricane Idalia Recovery Projects (Including Hazard Mitigation Projects).

Questions are listed in black below. Responses are listed in red.

1. Are the employee classifications listed required, or can the proposer instead list its positions as reflected in the role descriptions requested in “Tab 4 – Key Staff.” If the Tab 7 listed classifications are required, could the same person be listed in multiple roles? Also, please clarify the intended role of “data manager.”

The proposer may list its positions as reflected in the role descriptions requested in Tab 4. The same individual may be listed in appropriate roles. A data manager would be responsible for managing project data, reports, permits, and other documentation necessary to maximize cost recovery through available grant funding.

2. Please clarify the level of specificity expected with the request for “...an itemized list of all direct and indirect costs associated with the performance of the Services,” particularly with respect to indirect costs.

Pursuant to the instructions that accompany Tab 7 – Cost Proposal/Fee Schedule, hourly rates must include fringe and overhead, and further all normal expenses shall be absorbed in hourly rates including lodging, meals, transportation, and per diem. If the responding firm believes there are additional direct or indirect costs associated with performance of the services, those should be described in the proposal in a level of detail sufficient for the District to evaluate the reasonableness of the proposed cost as well as its allowability and allocability.

3. The RFP notes that “All normal expenses shall be absorbed in hourly rates, including lodging, meals, transportation, and per Diem.” But the **footnote says “Base Rate is actual hourly wage, exclusive of fringe, overhead and profit.” In which column of the table should the “normal expenses” be included, “Base Rate” or “Requested Rate”?

Normal expenses should be included in the Fringe and Overhead category and reflected in the total Requested Rate, which includes the Base Rate, Fringe and Overhead, and Profit.

4. Section 3.2 (Services) on page 6 includes references to project identification and damage assessments (ref. bullets 11, 12, 13, 14, and 15) Please clarify whether such services should be factored into the response in light of the issuance of RFP 2023-02.

The scope of services for RFQ 2023-01 includes and encompasses project identification and damage assessment that would identify necessary disaster recovery projects (including hazard mitigation) for potential implementation by the District. It is the intent of the District that any required engineering, design, CEI, surveying/mapping, etc., required to implement projects identified by the selected disaster recovery consultant through the damage assessment process would be performed by the engineering consultant selected by the District pursuant to RFQ 2023-02. As noted in Addendum No. 1, interested firms may respond to both RFQ 2023-01 and RFQ 2023-02.

EXHIBIT C

Dewberry Proposal Submitted in Response to RFQ 2023-01, Disaster Consultant Services



RFQ#2023-01

DISASTER RECOVERY SERVICES

Cedar Key Water and Sewer District

DECEMBER 29, 2023

ORIGINAL

SUBMITTED BY

Dewberry Engineers Inc.
200 West Forsyth Street, Suite 1100
Jacksonville, FL 32202-4308
904.423.4936

SUBMITTED TO

Cedar Key Water and Sewer District
510 3rd Street
Cedar Key, FL 32625
352.543.5285





DEWBERRY ENGINEERS INC.
200 WEST FORSYTH STREET,
SUITE 1100
JACKSONVILLE, FL 32202-4308

904.332.8601
www.dewberry.com

December 29, 2023

Cedar Key Water and Sewer District
510 3rd Street
Cedar Key, FL 32625
ATTN: Alicia Johns

RE: RFQ 2023-01 Disaster Recovery Services

Dear Selection Committee,

Dewberry Engineers Inc. (Dewberry) is a nationally recognized leader in the field of emergency management. We have seasoned subject matter experts (SMEs) with practical understanding of the complexities of disaster response and recovery, particularly with respect to the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program process. Our SMEs have applied knowledge of the PA Program, from the moment a disaster is declared to the final reconciliation and closeout of completed post-storm recovery projects.

Dewberry understands that Cedar Key Water and Sewer District (the District) experienced extraordinary impacts to its water and wastewater systems and facilities due to Hurricane Idalia. The District needs a partner that knows how to navigate the disaster recovery process, understands the many opportunities for recovery funding available, and has a strong record of success to make sure that the District receives every recovery dollar for which it is eligible.

Proven Disaster Recovery Experts. Our team includes many of the most recognized and respected disaster experts and thought leaders nationwide, specializing in FEMA policy, personnel training and development, planning activities, disaster response and assessments, community recovery operations, and hazard mitigation services. The District's primary point of contact will be program manager Marcy Cook, who has 25 years of experience in Florida's public policy, legislative affairs, and program/project management. She will be supported by Dewberry's national and local experts in Disaster Recovery—Stephanie Marsh, CFM, who brings 30 years of experience with FEMA programs, including Public Assistance and National Flood Insurance Programs, with a focus on federal, state, tribal, and local agencies; and Trevor Noble, who has 18 years of experience in client and project management, including emergency response and recovery, engineering design and construction, and regulatory policy and compliance. Trevor and Stephanie have an upcoming podcast that will be featured on www.floridaspecifier.com, that focuses on best practices based on our experience for recovering from events like Hurricane Idalia.

Helping Communities Recover \$1 Billion+ in Funding for FEMA Disasters in the Last 3 Years. We are successful in helping local organizations in their disaster recovery because we have been FEMA, we have been the State, and we have been the representative for local government entities like the District across the U.S. We know what these funding organizations are looking for in complete and comprehensive requests for cost reimbursement and projects designed to recovery with resilience, codes and standards, and upgraded mitigation incorporated into recovery projects.

We are committed to maximizing recovery funding for the District and to make this as seamless a process as possible. We appreciate the opportunity to present our team and qualifications to you for this contract. We stand ready to serve the District as a trusted partner.

Sincerely,

Marcy Cook, Program Manager
904.423.4936


Amy Tracy, Principal-in-Charge
863.274.3213

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TAB 1: Response Transmittal Form

TAB 1 – RESPONSE TRANSMITTAL FORM

RFQ 2023-01 Disaster Recovery Services

FORM 1

RESPONSE TRANSMITTAL FORM (TO BE ON RESPONDENT'S LETTERHEAD)

The Cedar Key Water and Sewer District Board reserves the right to accept or reject any and/or all Responses in the best interest of the District.

Dottie Haldeman
Chair

This Response is submitted by the below named firm/individual by the undersigned authorized representative.

Dewberry Engineers Inc.
(Firm Name)
BY *Robert Beltran*
(Authorized Representative)
Robert Beltran, PE
(Printed or Typed Name)
ADDRESS 8401 Arlington Boulevard
Fairfax, VA 22031-4619
TELEPHONE 703.849.0100
FAX N/A

FEID # 13-0746510

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated <u>11.14.23</u>	Initials <u>RB</u>
Addendum #2 dated <u>11.17.23</u>	Initials <u>RB</u>
Addendum #3 dated <u>12.15.23</u>	Initials <u>RB</u>
Addendum #4 dated _____	Initials _____
Addendum #5 dated _____	Initials _____
Addendum #6 dated _____	Initials _____

DIVISION OF CORPORATIONS



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Foreign Profit Corporation
DEWBERRY ENGINEERS INC.

Filing Information

Document Number F0000007242
FEI/EIN Number 13-0746510
Date Filed 12/26/2000
State NY
Status ACTIVE
Last Event AMENDMENT
Event Date Filed 04/19/2013
Event Effective Date NONE

Principal Address

8401 ARLINGTON BOULEVARD
FAIRFAX, VA 22031

Changed: 04/27/2012

Mailing Address

8401 ARLINGTON BOULEVARD
FAIRFAX, VA 22031

Changed: 04/27/2012

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301

Name Changed: 05/13/2005

Address Changed: 05/13/2005

Officer/Director Detail

Name & Address

Title S

THOMAS, CRAIG N
8401 ARLINGTON BOULEVARD
FAIRFAX, VA 22031

Title D, EVP

STONE, DONALD E, JR
8401 ARLINGTON BOULEVARD
FAIRFAX, VA 22031

Title Assistant Vice President

Hasson, Larry
551 Piney Forest Road
Danville, VA 24540

Title President, Director, CEO

Conner, Darren R.
8401 Arlington Boulevard
Fairfax, VA 22031

Title VP

Knudsen, Kevin
800 N. MAGNOLIA AVE
Orlando, FL 32803

Title VP

Hammack, Donald L.
800 N. Magnolia Avenue
Orlando, FL 32803

Title Asst. Secretary

Kline, Laura
520 S. Magnolia Avenue
Orlando, FL 32801

Title VP

Wilson, Clifford
800 NORTH MAGNOLIA AVE
SUITE 1000
ORLANDO, FL 32803-3251

Title Executive Vice President

Maxwell, David S.
4805 Lake Brook Drive
Suite 200

Glen Allen, VA 23060

Title ASSISTANT SECRETARY

VUCCI, SARAH
8401 ARLINGTON BOULEVARD
FAIRFAX, VA 22031

Title Director

GARVEY, PETER B.
8401 ARLINGTON BOULEVARD
FAIRFAX, VA 22031

Title Chairman

DEWBERRY, BARRY K.
8401 ARLINGTON BOULEVARD
FAIRFAX, VA 22031

Title Associate Vice President

Beltran, Robert
202 Lake Miriam Drive
Suite E1
Lakeland, FL 33813

Title Senior Vice President

Nayegandhi, Amar
1000 North Ashley Drive
Suite 801
Tampa, FL 33602

Title ASSISTANT VICE PRESIDENT

GIBSON, JONATHAN
203 ABERDEEN PARKWAY
PANAMA CITY, FL 32806-3938

Title VP

STALDER, NICOLE
800 NOTRTH MAGNOLIA AVE
SUITE 1000
ORLANDO, FL 32803-3251

Title Treasurer

CHEN, CYNTHIA
8401 ARLINGTON BOULEVARD
FAIRFAX, VA 22031

Title VP

FORD, JUSTIN
 20684 CENTRAL AVE EAST
 BLOUNTSTOWN, FL 32424

Annual Reports

Report Year	Filed Date
2022	04/24/2022
2023	02/14/2023
2023	02/15/2023

Document Images

02/15/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
02/14/2023 -- ANNUAL REPORT	View image in PDF format
04/24/2022 -- ANNUAL REPORT	View image in PDF format
06/14/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
04/26/2021 -- ANNUAL REPORT	View image in PDF format
04/27/2020 -- ANNUAL REPORT	View image in PDF format
04/29/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
04/19/2019 -- ANNUAL REPORT	View image in PDF format
04/27/2018 -- ANNUAL REPORT	View image in PDF format
04/17/2017 -- ANNUAL REPORT	View image in PDF format
07/06/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
06/01/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
05/17/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
04/26/2015 -- ANNUAL REPORT	View image in PDF format
10/23/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
10/02/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
01/28/2015 -- ANNUAL REPORT	View image in PDF format
09/09/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
09/03/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
04/29/2014 -- ANNUAL REPORT	View image in PDF format
07/01/2013 -- AMENDED ANNUAL REPORT	View image in PDF format
04/30/2013 -- ANNUAL REPORT	View image in PDF format
04/27/2012 -- ANNUAL REPORT	View image in PDF format
01/24/2012 -- Name Change	View image in PDF format
04/20/2011 -- ANNUAL REPORT	View image in PDF format
03/01/2010 -- ANNUAL REPORT	View image in PDF format
03/02/2009 -- ANNUAL REPORT	View image in PDF format
01/28/2008 -- ANNUAL REPORT	View image in PDF format
03/21/2007 -- ANNUAL REPORT	View image in PDF format
04/26/2006 -- ANNUAL REPORT	View image in PDF format
05/13/2005 -- Reg. Agent Change	View image in PDF format
01/12/2005 -- ANNUAL REPORT	View image in PDF format

02/26/2004 – ANNUAL REPORT	View image in PDF format
01/10/2003 – ANNUAL REPORT	View image in PDF format
05/13/2002 – Name Change	View image in PDF format
04/19/2002 – ANNUAL REPORT	View image in PDF format
03/28/2002 – Reg_Agent Change	View image in PDF format
10/31/2001 – ANNUAL REPORT	View image in PDF format
12/26/2000 – Foreign Profit	View image in PDF format

TAB 2: Executive Summary and Qualification Application

Tab 2: Executive Summary
and Qualification
Application



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TAB 2 – EXECUTIVE SUMMARY AND QUALIFICATION APPLICATION

Firm Overview

Established in 1956, Dewberry is headquartered in Fairfax, Virginia, and has grown from a small, regional engineering and surveying firm into a nationally known, full-service corporation offering architectural, engineering, management consulting, geospatial and information technology services, facilities management, and planning services to federal, state, and local municipal clients.

Dewberry's Florida operation has 15 office locations and over 300 employees in Florida, who support large and small environmental and civil engineering projects, including disaster recovery. This contract will be managed out of our Jacksonville, Florida office. Our local presence is advantageous because it pairs our local experts with our extensive bench of professionals that have experience not just in municipal projects throughout the region, but throughout the entire state.

Since 1974, Dewberry has successfully worked with FEMA without interruption. Our experience allows us to implement lessons learned at the local and state level. With this insight we have successfully assisted hundreds of state and local clients to increase resiliency and maximize disaster recovery, grant funding, and mitigation opportunities.

Our team understands the impacts caused by hurricanes, flooding, and other events. We recognize the importance of damage mitigation to improve infrastructure and how to maximize annual budgets for cost recovery. The Dewberry team is the right consultant for the District to be your advocate with FEMA before, during, and after disasters.

Dewberry will assist in managing project development and administration of federal and/or state disaster programs related to declared emergencies and disasters that occur during the term of this contract. We are experts in guiding state and local agencies through FEMA's processes and will bring that knowledge to the District.

Location of Office

Managing Office

200 West Forsyth Street, Suite 1100
Jacksonville, FL 32202-4308

Supporting Offices

654 Southeast Baya Drive
Lake City, FL 32025-6038

1479 Town Center Drive, Suite D214
Lakeland, FL 33803-7974

203 Aberdeen Parkway
Panama City, FL 32405-6457

8401 Arlington Boulevard
Fairfax, VA 22031-4619

Number of Full-Time Professionals

Jacksonville, FL: 6
Lake City, FL: 5
Lakeland, FL: 13
Panama City, FL: 46
Fairfax, VA: 434




 **2,000+**
EMPLOYEES





 **>55**
LOCATIONS
nationwide

 **65+**
YEARS
helping clients build
and shape communities

Dewberry's Added Value

We have grouped each of the scope of services listed in the RFQ into a main scope category. The table below illustrates this grouping and showcases our ability to perform all of the scope of services required in the RFP, as we have done for similar projects within the past seven years.

DEWBERRY'S ADDED VALUE		
SCOPE CATEGORY	SCOPE OF SERVICES FROM RFQ	DEWBERRY ADDED VALUE
 <p>Overall Policy and Program Support</p>	<ul style="list-style-type: none"> • Provide technical advisory services related to recovery from disasters. • Provide expert programmatic and policy advice on federal disaster relief programs. • Provide support for strategic planning and coordination of all recovery efforts. • Work with District to develop a long-range recovery plan in the event of disasters where the cost of reconstruction approaches the cost of relocation or mitigation. • Pursuant to the Stafford Disaster Relief and Emergency Assistance Act provisions and regulations (44 CFR and 2 CFR 200), and Sandy Recovery Improvements Act (SRIA) of 2013 including alternative procedures for public assistance and debris removal, as well as other Federal grant programs, including CDBG-DR, the awarded Consultant will develop a process/system for the District, from inception through project closeout, to prepare and submit its Public Assistance and other grant program documentation, including 2 CFR 200 compliant procurement and contract, payroll, and grant submission support. 	<p>In the last three years, Dewberry has helped 50+ applicants to recover over \$1B in COVID-19 expenses.</p> <p>FEMA's staff often referred to us as "Dewberry University" as we helped FEMA and State reviewers get to a "Yes" that allowed our applicants to receive the funding they desperately needed to operate during the pandemic.</p> <p>As COVID-19 was such a new type of disaster, policy was developed on-the-fly and changed often as FEMA reassessed the disaster's impacts and their role in COVID-19. This presented a moving target. Our SMEs worked to understand FEMA's intentions, if not always the written word, in issued policy as it related to the Code of Federal Regulations (CFR), Stafford Act, or 2 CFR 200 procurement and contracting compliance and documentation for grants.</p>
 <p>Applicant Representative Support</p>	<ul style="list-style-type: none"> • Represent the District and attend meetings with FEMA, Florida Division of Emergency Management (FDEM), or other agencies as may be necessary. • Continued interaction and communication with the District regarding emergency damage assessment. • Provide the District with the education and training of staff that will or may be involved with the various aspects of disaster recovery, including the any officials or employees of the District who would derive benefit from training. 	<p>Communication is critical during the cost recovery process and miscommunication can set back projects with FEMA to square one.</p> <p>Dewberry finds it is best to respond to inquiries from FEMA and the State with timely and targeted information they request. Getting to the heart of the intent of the questions and limiting extra or excess information avoids opening other lines of questions that sends reviewers down the "rabbit-hole." We want to show you, as the applicant, that you are responsive to their inquiries.</p>
 <p>Damage Assessment, Project Development, and Submit Projects to FEMA's Review</p>	<ul style="list-style-type: none"> • Damage site assessment and project worksheet formulation. • Assistance in tracking costs for District staff and resources and volunteer time. • Identify potential improvements and maximize public assistance 406 Mitigation funding in conjunction with the District. • Document permit requirements and work with the District to maintain code compliance, including but not limited to building and floodplain codes. • Meet with County and municipalities as required by the District regarding disaster related repairs, damage mitigation efforts and possible improvements and collect and compile cost documentation. • Review and understand the District's insurance coverage to ensure District's disaster recovery and restoration processes comply with laws, regulations, and guidelines, as required by FEMA, the State of Florida, or other funding entities. • Confirm that no duplication of funding or submissions are made if a variety of funding entities are involved. 	<p>Dewberry provides you experience in disaster cost recovery, and an engineering team experienced in design of wastewater systems. Our engineering team understands how you operate and can help identify damages that FEMA may miss. FEMA's site inspectors need to be able to visually see the damage. Their inspectors may be less experienced in documenting systemic damage from power or water line surges to sensitive electronics, pumps that are below ground, pipe networks, and communication structures on roof tops. Our goal is to make sure all of your damaged systems are documented to be eligible for all possible recovery funding.</p> <p>We will offer recommendations for improvements that FEMA could potentially fund as 406 mitigation for damaged assets.</p>

DEWBERRY'S ADDED VALUE		
SCOPE CATEGORY	SCOPE OF SERVICES FROM RFQ	DEWBERRY ADDED VALUE
<p>Support During FEMA's Review and Assessment</p> 	<ul style="list-style-type: none"> Respond to District requests for information on an as-needed basis. Provide assistance and oversight to the District to facilitate and ensure appropriate progress payment requests. Work with the District and the District's Attorney to resolve disputes with FEMA, FDEM, or other agencies as may be necessary including but not limited to the preparation of appeals. 	<p>Dewberry helped one client "unstick" \$15M in project funding that FEMA was holding, pending responses to multiple requests for information (RFI). Our client had been working with another organization as the facilitator with FEMA. Dewberry was brought in to provide a second opinion on the source of these "roadblocks."</p> <p>We identified four RFIs that were missing complete and detailed responses, and provided policy reference support for the project. This let FEMA successfully release funds that had been on hold for 18-months!</p>
<p>Grant Closeout and Work Completion</p> 	<ul style="list-style-type: none"> Provide assistance and oversight to the District with regard to claims or claiming process. Provide the District with grant close-out services to make sure funding is retained. 	<p>Funding "claw-back" is a real concern. FEMA's Office of Chief Counsel and the General Accounting Office can audit any project and request payback of funding if they find that supporting documentation is inadequate or improper. Lack of procurement and proper federal contracting documentation is the #1 reason organizations must pay back disaster funds.</p> <p>Between 2021 to 2023, Dewberry has been the closeout agent for \$80M in disaster and non-disaster grants. Our team closed projects documenting insurance duplication of benefits, permitting, and 2 CFR / 44 CFR compliance criteria, and subrecipient management costs. We know what needs to be done to allow you to keep the funds you were obligated and entitled to received.</p>
<p>Post-FEMA Disaster General Grant Support</p> 	<ul style="list-style-type: none"> Provide assistance in advising and applying for Department of Economic Opportunity and other Federal, State and local grant sources. Provide advice and assistance in applying for grants to rebuild necessary infrastructure. 	<p>Dewberry's Florida offices have an excellent history of applying for and winning approximately \$350M in State grants, Infrastructure grants, or other Federal mitigation grants for our local clients. We can help you plan for additional funds to get your facilities to where you envision them for the future.</p>
<p>Other</p> 	<ul style="list-style-type: none"> Licenses or permits may be required by the State, County, or other local government to perform some or all of the work. Respondents should hold a required license for the kind of work to be performed at the time of Response submittal and for the duration of the contract. Respondents will be responsible for ensuring proper permitting as such permits are required for the performance of the work. 	<p>FEMA does not require a professionally licensed engineer to review and submit projects for FEMA reimbursement, but it doesn't hurt to have one (or more) on your team when it comes time to defend your plans for recovering from storm events. Our local staff have been through permitting projects that require biological, ecological, tribal, NEPA, NPDES, water quality, floodplain, stormwater, and groundwater with expertise in working with the Florida Department of Environmental Protection. We will make sure anything that we help plan for recovery meets permitting requirements.</p>

RFQ 2023-01 Disaster Recovery Services

**FORM 2
QUALIFICATION APPLICATION AND QUESTIONNAIRE**

All qualification packages must be submitted with the Response to be considered for qualification. No exceptions.

PURPOSE: To provide the District with reasonable assurance that the prospective Respondent has the financial assets, resources, work force, and work experience to successfully complete the agreement with the District.

FIRM NAME: Dewberry Engineers Inc.
BUSINESS ADDRESS: 200 West Forsyth Street, Suite 1100
CITY – STATE – ZIP Jacksonville, FL 32202-4308
PHONE NUMBER: 904.332.8601
EMAIL: rbeltran@dewberry.com

The undersigned warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary.

1. What is the firm’s current Florida General Business Number?

8794

2. How many years has your organization been in business?

67 Years

3. Describe and give contact information of current projects that you have underway. Do you have a project(s) underway which might interfere with the start of this work and completion on schedule?

All active disaster recovery contracts with cities, counties, or other entities that our Florida team is involved in are currently in the process of wrapping up, and will not conflict with the timeline of this contract. We have the immediate availability and capacity to support this contract.

RFQ 2023-01 Disaster Recovery Services

4. List projects and provide a brief description that you have completed similar in type, size, and nature as the one proposed. Note: Projects may be larger than this project.

- a. Name of Project: Hurricane Michael
Owner/Engineer: City of Panama City, FL Telephone No.: 850.640.9292
Address: 501 Harrison Avenue, Panama City, Florida 32401
Date Started: 2018 Date Completed: 2020 Contract Value: \$500,000
Team Members: Ben Blitch, Trevor Noble
Description of Project: We performed post-storm assessments of the City's utility systems and facilities to determine the extent of damage and possible solutions and recommendations for FEMA reimbursable projects.
- b. Name of Project: Polk Regional Water Cooperative (PRWC)
Owner/Engineer: PRWC Telephone No.: 813.323.7061
Address: 330 W. Church Street, PO Box 9005, Drawer CA01, Bartow FL 33831-9005
Date Started: 2017 Date Completed: Ongoing Contract Value: \$82 Million (estimated construction cost)
Team Members: Robert Beltran, Amy Tracy
Description of Project: Dewberry provided services assisting the PRWC in developing a plan to finance and fund alternative water supply to collaboratively address Polk County's water supply needs.
- c. Name of Project: Tyndall Air Force Base
Owner/Engineer: Gulf Coast Electric Cooperative Telephone No.: 850.639.2216
Address: 6243 East Highway 98, Panama City, Florida 32404
Date Started: 2019 Date Completed: Ongoing Contract Value: \$16M
Team Members: _____
Description of Project: In 2018, Hurricane Michael, a Category 5, caused catastrophic damage to Tyndall Air Force Base, damaging or destroying every building on base. Tyndall Air Force Base is undergoing more than \$5 Billion in renovations and upgrades to support base operations and redevelopment.

5. List any additional references you would like to include outside of projects similar in scope to this one:

Hurricane Matthew – WWTP Flooding Permanent Repairs
Name of Project: and Mitigation Improvements
Owner/Engineer: Johnston County Telephone No.: 919.989.5075

RFQ 2023-01 Disaster Recovery Services

Address: 309 E. Market Street, Smithfield, NC 27577

Name of Project: Post-Disaster Engineering Services

Owner/Engineer: Franklin County Telephone No.: _____

Address: 34 Forbes Street, Suite 1, Apalachicola, FL 32320

Name of Project: _____

Owner/Engineer: _____ Telephone No.: _____

Address: _____

6. List the projects completed within Levy County in the past (3) years.

Regional Alternative Water Supply Feasibility Study, Suwannee River Water Management District; Bird Creek Boat Ramp, Levy County; CEI Services for CR 247 SCRAP Widening and Resurfacing, Levy County; CR 40 SCOP Widening and Resurfacing, Levy County; University Oaks Water System Upgrade and Funding Assistance, Levy County

7. Have you ever failed to complete work awarded to you? If so, where and why?

No

8. List all past project conflicts, litigations, arbitrations, mediations, informal settlement discussions, or disputes involving your company for the past (3) years and outcome. Fully describe the circumstances (use additional sheets if necessary).

There are currently no claims, conflicts, judgments, or disputes that would interfere with our ability to perform the services for this project. As a large and highly diversified firm, Dewberry Engineers Inc., is periodically named as a party to a lawsuit or participates in dispute resolutions in the normal course of doing business for a company of our size. Dewberry is engaged in a limited number of claims and disputes of the types and in amounts consistent with the size of the company and the services provided in the normal course of business. Dewberry always maintains a comprehensive insurance program which includes professional liability, workers' compensation, comprehensive general liability, automobile and umbrella policies, with limits sufficient to cover the defense and payment of all outstanding claims against Dewberry.

RFQ 2023-01 Disaster Recovery Services

9. State the true and exact, correct, and complete name under which you do business.
BIDDER IS:

SOLE PROPRIETORSHIP

_____ (SEAL)
(Individuals Signature)

(Individuals Name)

Florida Business License No. and Expiration Date _____

Business Address: _____

Phone No.: _____

A PARTNERSHIP

_____ (SEAL)
(Partnership Name)

(General Partner's Signature)

(General Partner's Name)

Florida Business License No. and Expiration Date _____

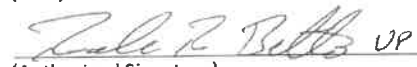
Business Address: _____

Phone No.: _____

RFQ 2023-01 Disaster Recovery Services

A CORPORATION

Dewberry Engineers Inc. _____ (SEAL)
(Corporation Name)
New York _____
(State of Incorporation)
By Robert Beltran, PE _____ (Name of person authorized to sign)
Vice President _____
(Title)

 VP

(Authorized Signature)

As of February 2021, the Florida Board of Professional Engineers does not require companies to renew their engineering licensure and therefore no longer have printable licenses nor applicable expiration dates. License number: 8794

Florida Business License Number and Expiration Date _____
(Corporate Seal)

Attest  _____
(Secretary)

Business address: 200 West Forsyth Street, Suite 1100, Jacksonville, FL 32202-4308 _____

Phone No.: 904.423.4936 _____

10. LIST ALL PRINCIPALS OF ORGANIZATION: (President, Vice-President, Secretary-Treasurer, Partner, etc.)

Dewberry has over 100 officers. Here are the ones most applicable to this pursuit:
Darren Conner, PE, CEO and President; Craig Thomas, Secretary; Cynthia Chen, CPA, Treasurer;
David Maxwell, PE, Executive Vice President; Robert Beltran, PE, Vice President

 Vice President _____ 12.13.23
Signature and Title of Person Submitting Application Date

RFQ 2023-01 Disaster Recovery Services

STATE OF Florida
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 13th day of December, 2023, by
Robert R. Beltran as V. P of Dewberry Engineers, Inc
(Name) (Title) (Company)

behalf of the company. He/she is personally known to me or has produced _____
(DL or ID Number)
as identification.

Audrey T Booth Notary Public, State of Florida
(Signature of Notary)

Name: Audrey T Booth
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Commission No.: _____ My Commission Expires: _____



TAB 3: Letters of Reference

Tab 3: Letters of Reference



www.dewberry.com

TAB 3 – LETTERS OF REFERENCE

RFQ 2023-01 Disaster Recovery Services

FORM 3 REFERENCE FORM

Respondent Name: Dewberry Engineers Inc.

Respondents are required to submit with their Responses three (3) letter of reference, with which they have provided similar services as requested in this solicitation. Vendors shall use this attachment to provide the required reference information. The District reserves the right to contact all references during this RFQ and make a responsibility determination, not subject to review or challenge.

FORMER CLIENTS and Project Description	
Company Name:	City of Panama City, FL
Address:	501 Harrison Avenue, Panama City, Florida 32401
Contact Name:	Chris Lightfoot (now with City of Lynn Haven, FL)
Alternate Contact Name:	Jared Jones / jjones@panamacity.gov
Phone:	850.890.8796
Email:	clightfoot@cityoflynnhaven.com
Description of Work:	Post-storm assessments
Service Dates:	2018 - 2020

Company Name:	Polk Regional Water Cooperative
Address:	330 W. Church Street, PO Box 9005, Drawer CA01, Bartow FL 33831-9005
Contact Name:	Eric Dehaven
Alternate Contact Name:	Ryan Taylor / RyanTaylor@polk-county.net
Phone:	813.323.7061
Email:	ericdehaven@prwwater.org
Description of Work:	Plan to finance and fund alternative water supply
Service Dates:	2017 - Ongoing

Company Name:	Gulf Coast Electric Cooperative
Address:	6243 East Highway 98, Panama City, Florida 32404
Contact Name:	John Bartley
Alternate Contact Name:	Francis Hinson / fhinson@gcec.com
Phone:	850.639.2216
Email:	jbartley@gcec.com
Description of Work:	Post-Hurricane Michael renovations and upgrades
Service Dates:	2019 - Ongoing

Authorized Signature: 

Name: Robert Beltran, PE

Title: Vice President

Letter of Reference - City of Lynn Haven, FL

JESSE NELSON
MAYOR

VICKIE GAINER
CITY MANAGER

KEVIN OBOS
CITY ATTORNEY



COMMISSIONERS

SAM PEEBLES

PAT PERNO

JAMIE WARRICK

JUDY VANDERGRIFT

October 27 2023

To Whom It May Concern,

I am writing about Dewberry Engineers and the success we have achieved working together with their firm. Though we use them here at the City of Lynn Haven for a variety of reasons, I also selected them to help with our disaster assessment and recovery while I was employed at the City of Panama City during and after Hurricane Michael. As soon as the aftermath of the storm was over, Dewberry's team took up office alongside of the city staff and worked diligently to help us assess our water and sewer infrastructure and give detailed reports to our commission and residents on what needed to be accomplished in order to restore utility services to our residents. Cliff Wilson and Eric Pitts along with their team of inspectors worked tirelessly for us. Not only did they use their skills, resources, and tools to assess our infrastructure, but were also able to use their relationships with other municipalities and firms to provide needed resources and communication through this difficult time. I would recommend this firm and especially the team here in the Panhandle for any disaster work and/or any type of utility or civil design you may need.

If you have any questions or would like to discuss further, please do not hesitate to reach out to me at clightfoto@cityoflynnhaven.com or 850-640-9292.

Respectfully,

A handwritten signature in black ink that reads "Chris Lightfoot".

Chris Lightfoot
Public Works Director

825 Ohio Avenue • Lynn Haven, FL 32444
(850) 265-7520

Letter of Reference - Polk Regional Water Cooperative

July 28, 2021



Dewberry | Hydro
202 Lake Miriam Drive, Suite E1
Lakeland, FL 33813-2180
Re: Letter of Satisfaction – Dewberry | Hydro

To Whom It May Concern:

As the Project Administrator for the Polk Regional Water Cooperative (PRWC), I am pleased to write this letter of recommendation regarding the team at Dewberry | Hydro (formerly Hydro Solutions Consulting, LLC). The PRWC has worked closely with Dewberry as part of its engineering consultant team since its formation in 2017. In particular, Dewberry has provided invaluable assistance in the development of a finance and funding plan for our regional alternative water supply projects, designed to provide water to PRWC's sixteen member governments well into the future.

To aid in the creation of a funding framework, the PRWC established a diverse funding workgroup – led by Dewberry | Hydro – to review available sources from Federal, State and other collaborating entities, and to avail itself of the opportunities to offset over \$300 million of the costs associated with the development of the Southeast Wellfield, the West Polk Wellfield and the supporting transmission systems.

In addition, Robert Beltran and his team at Dewberry have worked collaboratively and effectively with PRWC's rate consultant (Raftelis) and financial advisor (Julie Santamaria), officials with the U.S. Environmental Protection Agency (EPA) regarding our Water Infrastructure Finance and Innovation Act (WIFIA) loan application, and officials with the Florida Department of Environmental Protection (FDEP) regarding State Revolving Funds in developing the funding plan and supporting documentation.

I have the highest regard for the Dewberry team and the level of expertise and professionalism that they have consistently demonstrated. It is with pleasure that I highly recommend Dewberry | Hydro to those seeking consummate engineering and consulting services.

Should you require additional information, please feel free to contact me at the email address listed below.

Sincerely,

A handwritten signature in black ink, appearing to read 'Stephen M. James', is written over a light blue circular stamp.

Stephen M. James, Esq.

Polk Regional Water Cooperative
Program Administrator
StephenJames@PRWCWater.org

Letter of Reference - Gulf Coast Electric Cooperative



November 8, 2023

To Whom It May Concern,

I am writing to recommend the Dewberry Engineering firm to assist you with your engineering project.

Dewberry has been an integral part of our post-Hurricane Michael rebuild efforts at Tyndall Air Force Base in Panama City, Fla. Category 5 Hurricane Michael caused extensive damage to Tyndall and our entire service territory. With a rebuild of this magnitude comes extensive planning and preparation, requiring hours of weekly meetings and calls to ensure that the mission is carried out successfully.

Gulf Coast Electric Cooperative and Dewberry Engineers have a longstanding working relationship in which Dewberry has contributed many years of experience, along with vast knowledge and expertise, in the civil engineering, and water utility industry.

I would highly recommend Dewberry Engineers for any disaster recovery, civil engineering, or water utilities design. Feel free to reach out to me with any questions.

Respectfully,



John Bartley
CEO/General Manager

722 West Highway 22 | P.O. Box 220 | Wewahitchka, Florida 32465 | (850) 639-2216 | (850) 639-5061 Fax
9434 Highway 77 | Southport, Florida 32409 | (850) 265-3631 | (850) 265-3634 Fax
6243 East Highway 98 | Panama City, Florida 32404 | (850) 481-1188 | (850) 481-1184 (Fax)

www.gcec.com

TAB 4: Key Staff

Tab 4: Key Staff



www.dewberry.com

TAB 4 – KEY STAFF



AMY TRACY | PRINCIPAL-IN-CHARGE

Amy has more than 20 years of experience providing technical expertise to facilitate regulatory compliance, and she has successfully provided funding assistance to secure over \$19 million in grants and \$325 million in loans. She will make sure the program team has all of the necessary resources available to make sure that the District conforms to all state and federal regulations and maximizes available cost recovery and grant opportunities.



MARCY COOK | DISASTER RECOVERY PROGRAM MANAGER

Marcy has more than 25 years of experience in municipal government operations, legislative affairs, and program/project management. She will be responsible for coordinating the multiple facets of the disaster recovery process and oversee its successful completion.



STEPHANIE MARSH, CFM | FEMA/FDEM PROCESS MANAGER / QA/QC

Stephanie brings the District her 30 years of experience with FEMA programs, including the Public Assistance and National Flood Insurance Programs, representing federal, state, and local agencies. In addition to her extensive disaster response/recovery work, she is a grant manager for \$80M in hazard mitigation grant funds for plans and projects. She also reviews and adjudicates mitigation grant applications, responds to FEMA's request for information, and helps communities focus on scope of work, scheduling, costing, and procurement. She will oversee all FEMA and FDEM coordination activities and will assist the District in data management and streamlining processes for grant compliance, scope and cost reviews, standard operating procedures, and quality control/quality assurance.



**TREVOR NOBLE | DAMAGE ASSESSMENT MANAGER
BEN BLITCH, PE | DAMAGE ASSESSMENT ENGINEER**

Trevor and Ben collectively have nearly 30 years of experience in engineering design and construction, utility planning, and regulatory policy and compliance. They also bring first-hand knowledge of emergency response and recovery as it relates to municipal utilities, having served as Assistant Director and Director, respectively, for Bay County Utilities during and after Hurricane Michael. They will work closely with the District staff to identify, assess, and document damages and develop a repair and improvement/mitigation strategy to be implemented in concert with the District's disaster recovery engineering consultant(s).



GABRIELA VEGA-MOLNAR | GRANTS MANAGER

Gabby joined Dewberry in 2023 to focus specifically on grants and loan management for our various state and local clients. She will work closely with the program team to identify funding opportunities, prepare funding applications; enforce compliance with the funding terms and conditions; and serve as a liaison between the District and grantor agencies.

Organizational Chart

CEDAR KEY WATER AND SEWER DISTRICT

PROJECT TEAM

PRINCIPAL-IN-CHARGE

Amy Tracy

DISASTER RECOVERY PROGRAM MANAGER

Marcy Cook

FEMA/FDEM PROCESS MANAGER / QA/QC

Stephanie Marsh, CFM

DAMAGE ASSESSMENT MANAGER

Trevor Noble

DAMAGE ASSESSMENT ENGINEER

Ben Blitch, PE

GRANTS MANAGER

Gabriela Vega-Molnar

DISASTER TEAM SERVICES

- Mitigation Planners
- Grant Writing Support
- Cost Validation
- Environmental & Historic Preservation
- Coastal Area Management Act
- Cost-Benefit Analysis
- Data Analysis
- Document Controls
- Compliance Management
- Project Delivery Support
- Disaster Recovery Training
- GIS



Amy Tracy PRINCIPAL-IN-CHARGE

- **EDUCATION**
MA • Quantitative Methods for Geographers • Florida Atlantic University
BA • Geographic Informations Systems • Florida Atlantic University
- **YEARS OF EXPERIENCE**
Dewberry • 5
Total • 19
- **AFFILIATIONS**
Water Environment Federation (WEF)
Florida Association of Special Districts (FASD)
Florida Stormwater Association (FSA)
Florida WaterReuse Association
American Water Works Association (AWWA)

Amy is an exceptional communicator who provides water policy and technical expertise to executive leadership and senior water professionals to facilitate regulatory compliance and watershed restoration planning. Her water project portfolio includes stormwater, reclaimed water, and pure water. She performs water resources program optimization. Amy serves as a project manager for applied water resources project planning, infrastructure design and construction, and BMP retrofit alternatives, which typically involve multiple hydrologic and hydraulic modeling components. Expertise includes development of briefing materials for executive leadership and elected officials. Experience includes presentations to Florida Legislature and consensus building with a variety of federal, state, municipal, and citizens groups in issues of water policy. She has successfully provided funding assistance to secure over \$13 million in grants and \$325 million in loans.

Polk Regional Water Cooperative Phase 1, Polk County, FL, Project Manager
The design includes the plan and profile design of potable water pipelines, which is roughly 75 miles of transmission pipeline to distribute potable water to multiple municipalities throughout Polk County. Multiple funding sources were leveraged, including SRF loans, SWFWMD co-funding (\$236 million), and Water Infrastructure Finance and Innovation Act (WIFIA) loans (\$230 million).

Plant City Water Reclamation Facility McIntosh Park, Preserve Wetlands, Plant City, FL, Project Manager
Project manager for the assessment and quantification of available reclaimed water from the Plant City Water Reclamation Facility to deliver to the McIntosh Park wetlands as a supplemental source of water to keep the system hydrated. This included population projections to forecast both demand and availability through the next 20 years. Other tasks include the conversation of the SWFWMD ICPR3 model into ICPR4 and include a groundwater mesh. After the model development was complete representative storms for both wet and dry periods were selected, and the 25-100-year storm events were completed to understand the existing conditions and partly calibrate the model. The model was then run for the design of storm events for the proposed conceptual design.

City of Jacksonville Stormwater Pilot, Jacksonville, FL, Project Manager
Project manager responsible for collaborating with the City of Jacksonville, FDOT, FDEP, and the SJRWMD to develop and implement a statistically valid 24-month pilot treatment program to assess the effectiveness of the Microbe Lift Pilot Project to increase the nitrogen treatment efficiency in wet detention ponds. Overall, the analysis between the control and treatment ponds indicated no difference or change in water quality because of the microbial treatment. It is important to note, the concern with generalizing treatment did not work because of the existing low nutrient concentrations in the City ponds.

Polk County Parks and Natural Resources Saddle Creek / Audubon Tract Restoration, Polk County, FL, Project Manager
Assessed the feasibility of routing Saddle Creek offline, through Audubon property, to receive further treatment through wet detention and then flow through created wetland system before discharging back into Saddle Creek, north of Lake Hancock to improve water quality and reduce TP concentrations. Saddle creek is a priority nutrient TMDL as outlined in the NPDES MS4 permit for implementation of nutrient BMPs.



Marcy Cook

PROGRAM MANAGER

Marcy has 25 years of experience in program/project management, community relations, public policy, and legislative affairs. Prior to joining Dewberry, Marcy served for more than 17 years as a member of the Director's Leadership team in the City of Jacksonville (FL) Department of Public Works, where she provided input on the department's administration and legislative efforts, and oversaw community outreach, customer service, and media relations. She provided administrative and managerial support for a wide variety of capital projects, departmental programs, and citywide initiatives. She also served as a Public Information Officer in the city's Emergency Operations Center and assisted with post-storm debris removal planning, operations and communications.

- **EDUCATION**
BA • Public Relations •
University of North Florida
- **YEARS OF EXPERIENCE**
Dewberry • 2
Total • 25
- **AFFILIATIONS**
American Water Works
Association (AWWA)
American Public Works
Association (APWA)

Lake Asbury Utilities Master Plan Program Management, Clay County, FL, Project Manager

Dewberry is assisting the Clay County Utility Authority (CCUA) in managing the expansion of utility infrastructure within the 30,000-acre Lake Asbury Master Plan Area (LAMP). The first phase involves the evaluation of sizing and alignments of key potable water, wastewater mains, and reclaimed water trunk mains and the development of a cost apportionment policy to provide a legal mechanism for developers to reimburse CCUA for the first major segments to serve this development.

Governor's Park Water Treatment Plant, Clay County, FL, Project Manager

This project involves engineering design for a water treatment facility to meet the contractual obligations of CCUA to supply water to nearby development prior to the completion of a permanent facility in 2024. Strict adherence to schedule is critical to make sure the facility is operational in advance of demand.

Chlorine Disinfection System Conversions Project, Jacksonville Beach, FL, Project Manager

Overseeing the timely and cost-effective delivery of engineering design to convert the disinfection systems of two water treatment plants and an advanced wastewater treatment facility from chlorine gas to sodium hypochlorite, meeting the City's strategic plan goals and objectives to improve quality of life and public safety. The project also includes mechanical and structural improvements at the wastewater facility.

Surface Water Discharge Alternatives, Jacksonville Beach, FL, Deputy Project Manager

This scope of services updates the existing reuse master plan and identifies beneficial reuse alternatives for the City to achieve compliance with Florida's Senate Bill 64, which requires the elimination of non-beneficial surface water discharges from domestic wastewater facilities by 2032. Tasks include alternatives selection workshop to compare and collectively rank project alternatives to develop a capital project program and compliance schedule.



- **EDUCATION**
MA • Geography • The Ohio State University
BA • Geology • The Ohio State University
BA • Anthropology • The Ohio State University
- **REGISTRATIONS**
Certified Floodplain Manager • US
- **YEARS OF EXPERIENCE**
Dewberry • 19
Total • 32

Stephanie Marsh, CFM
FEMA/FDEM PROCESS MANAGER / QA/QC

Stephanie leverages her 30+ years of experience with FEMA programs including Public Assistance and National Flood Insurance Program with a focus on federal, state, tribal, and local agencies. She has deployed in the field for disaster response to hurricanes, fires, floods, and landslides and has on-the-ground, first-hand knowledge of how local communities recover from disasters. She has facilitated 50-100 stakeholder and client meetings, actively listening for best practices in local organizations to improve recovery and resilience. For Public Assistance she has represented FEMA, State Governments, and local and private-non-profit organizations in the grant reimbursement process. Stephanie was able to secure \$100 million in reimbursements for health and educational institutions for COVID-19 disaster funding. Most recently as embedded in California Governor's Office for Emergency Services (Cal OES) as a policy advisor, she assisted Cal OES as both an applicant and a recipient to for Federal disaster declarations. She has also worked to closeout grants for 24+ Disasters with States and FEMA.

Community, State and Non-Profit, (4505-CT, 4506-RI, 4497-NC, 4496-MA, 4491-MD), CT, RI, NC, MA, MD, Public Assistance SME / Grants Management / Programmatic Coordinator

Grant Coordinator and grants management team leader for remote team of public assistance and hazard mitigation analysts based across all U.S. Verified \$400M in grant projects met programmatic deadlines, client quality levels, and processing schedules. Projects for state agencies, universities, private non-profits, and special districts utilities. Designed methodology for tracking and reporting team metrics, managing productivity levels for the team, and weekly organizing training/mentoring for new staff and topics, such as procurement and applicable hazard mitigation guidance, that needed continual refreshing. Interfaced with management for work assignments and to track hot topics and concerns. Instituted bi-weekly check-ins, daily chat/huddles, keeping staff connected and on schedule for public assistance and grant deadlines.

Yale New Haven Health Services, COVID-19 Reimbursement, Statewide, CT, FEMA Cost Recovery and Policy Subject Matter Expert

Responsible for providing FEMA PA subject matter expertise, PA policy advice FEMA labor, and material for \$125M in reimbursable COVID-19 expenditures incurred by the largest health system in New England, employing 26,000 across six hospitals and multiple clinics in two states. Interfaced with the CFO, accounting, procurement, supply chain, emergency management, and facility management teams for data collection, validation, and processing steps for cost recovery. Led appeal resolution and conflict resolution discussions with FEMA and internal data validation reviewers. Coordinated responses for request for additional information. Led team for best practices and eligibility determinations, FEMA coordination, project development, appeal rebuttals for cost recovery.

MBTA Grant Support for FEMA Public Assistance DR-4496-MA, Systemwide, MA, Public Assistance Subject Matter Expert

Responsible for providing FEMA PA Subject Matter Expertise and PA policy advice in support of projects submitted by MBTA for COVID-19 reimbursement. Advocated for communication to the Regional Administrator and Massachusetts Emergency Management Agency (MEMA), as MBTA had no obligated projects and had not been provided definitive feedback/communication.



Trevor Noble

DAMAGE ASSESSMENT MANAGER

Trevor serves as an assistant branch manager/senior project manager with Dewberry and has over 18 years of experience in client and project management, including emergency response and recovery, engineering design and construction, utility planning, regulatory policy and compliance, and municipal public works. Trevor previously served as program administrator for the Florida Department of Environmental Protection's (FDEP) Source and Drinking Water Program, responsible for implementing the provisions of the Safe Drinking Water Act (SDWA) for the entire state of Florida. Trevor also served as assistant utility director for Bay County, Florida, during and after Hurricane Michael. He oversaw all utility operations and was directly responsible for developing and implementing a disaster response and recovery program consisting of over \$200 million in utility and public works projects.

- **EDUCATION**
BS • Civil Engineering • Florida State University
AA • Pre-Engineering • Santa Fe Community College
- **YEARS OF EXPERIENCE**
Dewberry • 2
Total • 18
- **AFFILIATIONS**
Water Environment Federation (WEF)
Florida Rural Water Association (FRWA)
American Water Works Association (AWWA)
American Public Works Association (APWA)

State of Florida, Department of Economic Opportunity (FLDEO), Hurricane Michael Housing Repair & Replacement (HRRP Program), Project Manager
Category 5 Hurricane Michael caused unprecedented damage to the housing sector in Florida's Panhandle, damaging or destroying over 340,000 homes. FLDEO Office of Disaster Recovery (ODR) was responsible for administering \$246,263,144 allocated to the state through the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant Disaster Recovery (CDBG-DR) program. The project intent was to repair, replace, or reconstruct qualified homes damaged or destroyed by Hurricane Michael. Scope of services provided included the coordination and completion of the following:

- Damage Assessments
- Structural Assessments Reports (SAR)
- Coordinate Lead Based Paint Risk Assessments
- Quality Control of Damage Assessments Reports
- Architecture/Engineering (A/E) Services
- Develop Housing Plans and Specifications Portfolio
- Boundary Surveys and Elevation Certificates
- Geotechnical Investigations
- Construction Permitting and Requests for Information (RFI)
- Construction Progress Inspections for Reconstruction (RECON), Rehabilitation (REHAB), and Mobile Home Units (HMU) Projects

Dewberry's Disaster Recovery Services Unit, Panama City, FL, Senior Project Manager

Manages Dewberry's Disaster Recovery Services Unit in Panama City. Responsible for supervising staff, document production, monitoring budgets and schedules, marketing new projects, preparing proposals, and interfacing regularly with clients. Works with field and production teams to support FEMA Individual Assistance, Hazard Mitigation, Housing Inspection and state/local contracts.



Ben Blitch, PE

DAMAGE ASSESSMENT ENGINEER

Ben serves as a senior project manager with Dewberry and has over 20 years of experience in professional services across the Southeast. Ben has a diverse and robust background in private, public and regulatory sector management of engineering design and construction projects, state and federal programs, organizational processes and efficiencies, and staff management and development.

- **EDUCATION**
BS • Civil Engineering • Florida State University
AA • Civil Engineering • Chipola College
- **YEARS OF EXPERIENCE**
Dewberry • 3
Total • 20
- **REGISTRATIONS**
Professional Engineer • FL, GA, AL
- **AFFILIATIONS**
National Society of Professional Engineers (NSPE)
National Council of Examiners for Engineering and Surveying (NCEES)
Society of American Military Engineers (SAME)
Florida Engineering Society (FES)
American Society of Civil Engineers (ASCE)

Bay County Utility Services, North Bay Wastewater Design Services Restore Act, Bay County, FL, Quality Assurance and Grant Compliance

Provides design quality assurance and grant compliance oversight. Project consists of designing a central sewer system for the western portion of the Deer Point Protection Zone located in Northern Bay County. Deer Point Reservoir is the sole municipal raw drinking water source for all of Bay County. This project is part of the North Bay Water Quality Improvement Program which is included in the Restore Act and is identified in the State Expenditure Plan. This project consists of three phases totaling over 26 miles of gravity and vacuum collection system piping, forcemain and pumping stations and will provide sewer availability to roughly 1,000 current homes that are on septic tanks and will prevent countless more septic tanks from coming online.

Rebuild Florida / Horne, Hurricane Michael Housing Repair and Replacement Program (HRRP), Northwest FL, Engineering and Design Project Manager

Engineering and design project manager overseeing the damage assessment, engineering, surveying, and construction management of the repair and replacement of over 1,000 qualified homes damaged during Hurricane Michael. Following Hurricane Michael, approximately \$250M was allocated to the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant – Disaster Recovery (CDBG-DR) for the repair or reconstruction of damaged homes on behalf of eligible homeowners (low to moderate income). Dewberry is responsible for damage assessment, structural evaluations and remedial recommendations, lead based paint evaluations, survey, architectural floorplan portfolio, foundation and floor plan design, and construction progress inspections.

Panama City Beach Community Redevelopment Agency, Front Beach Road Reconstruction, Panama City Beach, FL, Quality Assurance & Control

Provides design quality assurance and construction quality control review to CRA planned projects. Segment 1 and 2 included the redesign of approximately 1 mile of Front Beach Rd from South Thomas Drive to just west of Richard Jackson Blvd. While there were multiple firms working on this project, Dewberry is responsible for the water design, sewer design, and construction inspection. The sewer portion of the project included the relocation of 8", 21", and 24" gravity sewer in addition to 12" FPVC forcemain. The water portion of this project included the relocation of 2" to 12" watermains throughout the project area. Additional phases include task orders for Front Beach Road Segment 3 (consisting of SR 79 and Front Beach Rd from SR 79 to Lullwater Dr) and Segment 4.1 (SR 79 to Hills Rd) and Segment 4.2 (Hills Road to Hutchinson Blvd).



Gabriela Vega-Molnar

GRANTS MANAGER

Gabby provides grant and loan coordination assistance for various environmental projects. She has worked in several different roles for Florida state agencies, focusing on gaining experience in the environmental funding and technical writing field. She was most recently employed by FDEP, where she managed water and springs restoration grants. Her experience in maximizing funding opportunities for projects, as well as providing pre and post award grant coordination, makes her a tremendous resource to clients.

- **EDUCATION**
BS • Environmental Science
• Florida State University
AA • General Studies •
Eastern Florida State College
- **YEARS OF EXPERIENCE**
Dewberry • 1
Total • 8

Florida Department of Environmental Protection, Environmental Administrator*

Gabby led and managed a team of five grant managers in the Springs and Watershed Restoration Program. She performed agreement, amendment, and change order reviews and executed edits as needed for team members. She was responsible for tracking funding types and amounts for all grants in her group of 125, as well as agreement deadlines, disbursement processing, and agreement data.

Chlorine Disinfection System Conversions Project, Jacksonville Beach, FL, Funding Specialist

Overseeing the timely and cost-effective delivery of engineering design to convert the disinfection systems of two water treatment plants and an advanced wastewater treatment facility from chlorine gas to sodium hypochlorite, meeting the City's strategic plan goals and objectives to improve quality of life and public safety. The project also includes mechanical and structural improvements at the wastewater facility.

Leesburg Turnpike Wastewater Treatment Facility Upgrades, Leesburg, FL, Funding Specialist

Grant application and funding assistance was provided for the project, which includes design and construction services for the expansion from 3.0 million gallons per day (MGD) to 4.5 MGD of the Turnpike Wastewater Treatment Facility that includes a new sequencing batch reactor, blowers, new WAS pumping, decant basin, decant pump station, tertiary disk filters, disinfection improvements, reclaimed water pump station, biosolids upgrades, and associated electrical, instrumentation, and SCADA upgrades.

McIntosh Preserve Integrated Water Quality Project, Plant City, FL, Funding Specialist

Multiple grant applications were prepared and submitted for the McIntosh Preserve project. The project included design services for the addition of a stormwater wetland treatment area, with the implementation of a beneficial reuse component. The project also includes upgrades to the Preserve's recreation areas and facilities.

Wastewater Master Plan, City of Freeport, FL, Funding Specialist

Grant and other funding coordination was provided for the project, which includes the evaluation and creation of various wastewater treatment facility plans, including a master wastewater plan, I&I plan, operation and maintenance plan, etc. in order to improve the City's wastewater process and bring them into compliance with DEP rules.

**Completed at prior firm*

Funding Expertise

Dewberry understands that a successful project is more than a good set of plans. Helping clients manage and fund the projects is an important element in serving the community's needs. This is why we provide our clients with a team of professionals who can work with them to understand all of the potential funding opportunities available. This has become a critical element in delivering projects as we are seeing rising costs and record funding from both state and federal agencies.

Our team can work with the designers and clients to match the project benefits with funding requirements providing the best application to be successful in obtaining the funds. Once funds are awarded, we make sure that all the requirements for compliance are met and planned into the work products to allow for an unimpeded flow of funds.

Dewberry has experience applying and administrating millions of dollars in grant program funding. Since 1991, our offices have procured over \$350 million in grants, state appropriations, and other funding for our Florida clients.

Our staff keeps pace with program changes and emphasis and funding levels for these grant programs. We have recently hired Gabriella Vega-Molnar who worked for the FDEP managing water and springs restoration grants. Dewberry collaborates with our clients to identify and match their needs to the most likely funding sources. We also assist local government clients with preparing the necessary supporting information for Bond Issue Requirements and funding plans for CIP programs. This includes the preparation of conceptual plans and estimates.

Closest Office

654 Southeast Baya Drive
Lake City, FL 32025-6038

Principal-in-Charge

Amy Tracy

Local On-Site Manager

Marcy Cook

Dewberry will perform all of the services required under this contract with our in-house, full-service team, and has the current capacity to provide immediate assistance to the District for this important contract.

Accurate information is required for successful project planning. Historically, we have been triumphant in accurately projecting costs which eases the bonding process. For some project loans, we also prepare phasing plans to support the bond issue.

The table on the following page includes a sampling of our funding expertise, where we have helped communities maximize external funding to obtain nearly \$1.3 billion in funding to help improve their facilities.

Dewberry has helped communities **maximize external funding to obtain nearly \$1.3 billion** in funding to help improve their facilities.

YEAR	AMOUNT	MUNICIPALITY	FUNDING TYPE	PROJECT
FUNDING EXPERTISE				
2019	\$1,480,000	Clay County Utility Authority	SJRWMD Cost Sharing	Tynes Reclaimed Storage and Pump Station
2019	\$1,500,000	Clay County Utility Authority	Appropriations Funding	Mid-Clay Wastewater Treatment BTU
2019	\$1,500,000	Clay County Utility Authority	Appropriations Funding	Fleming Island Wastewater Treatment BTU
2020	\$900,570	Clay County Utility Authority	SJRWMD Cost Sharing	Saratoga Springs Reclaimed Water Storage
2020	\$1,500,000	Clay County Utility Authority	Appropriations Funding	Saratoga Springs Reclaimed Water Storage
2019	\$490,000	Clay County Utility Authority	Alternative Water Supply Funding	Treatability Study
2016	\$1,186,350	City of Jacksonville	SJRWMD Cost Sharing	Moncrief Creek Project
2016	\$136,431	City of Jacksonville	EPB Grant	Microbe Lift Pilot Project
2016	\$63,000	City of Jacksonville	SJRWMD Innovative Cost Share	Microbe Lift Pilot Project
2020	\$1,400,000	City of Leesburg	SJRWMD Cost Sharing	Turnpike WWTF
2019	\$337,175	City of Plant City	SWFWMD Cost Sharing	McIntosh Park Integrated Water Master Plan
2020	\$287,175	City of Plant City	SWFWMD Cost Sharing	McIntosh Park Integrated Water Master Plan
2021	\$1,000,000	City of Plant City	Appropriations Funding	McIntosh Park Integrated Water Master Plan
2022	\$393,000	City of Plant City	Appropriations Funding	McIntosh Preserve Wetlands Final Design
2022	\$5,000,000	City of Plant City	Appropriations Funding	McIntosh Preserve Wetlands & Boardwalks
2019	\$300,000	City of Plant City	SWFWMD Cost Sharing	IPR Feasibility/Pilot
2017	\$500,000	City of Pompano Beach	319(h)	Avondale Reuse and Stormwater Project
2018	\$500,000	City of Tallahassee	319(h)	Market Street Green Infrastructure
2018	\$1,400,000	Polk County Utilities	SWFWMD Cost Sharing	NWRUSA Reclaimed Recharge Project
2022	\$363,000	City of Neptune Beach	SJRWMD Cost Sharing	NWRUSA Reclaimed Recharge Project
2023	\$250,000	City of Jacksonville Beach	Appropriations	Chlorine Conversion Pollution Control Plant & WTP's 1 & 2
	\$20,486,701	Funding Subtotal		
FINANCING PROGRAMS				
2019	\$325,000,000	Polk Regional Water Cooperative	WIFIA Loan	SE & West Polk Wellfields and Transmission System
2020	\$387,000	Polk Regional Water Cooperative	SRF Loan	SE Wellfield and Transmission System Design Loan
2021	\$20,000,000	Polk Regional Water Cooperative	SRF Load	SE Wellfield and Transmission System Design Loan
2022	\$3,409,222	Taylor Coastal Water & Sewer District	SRF Loan	Potable Water Infrastructure Upgrades
	\$348,796,222	Financing Subtotal		
FEMA PUBLIC ASSISTANCE (PA)				
2023	\$750,000,000	DC HSEMA	COVID-19 cost recovery – representing local applicant	
2023	\$130,000,000	Yale New Haven Hospital System	COVID-19 cost recovery – representing local applicant	
2022	\$8,000,000	Non-Profit Educational Systems	COVID-19 cost recovery – representing local applicant	
2023	\$60,000,000	Healthcare Private non-profits	COVID-19 cost recovery – representing the state of California	
2019	\$120,000,000	Multiple Cities, Counties, Special Districts, Private Non-Profit	Hurricane Harvey cost recovery – representing FEMA	
	\$1,000,000,000 (approx.)	FEMA PA Subtotal		

Disaster Recovery Expertise



State of Florida – Department of Economic Opportunity (FLDEO), Hurricane Michael Housing Repair & Replacement (HRRP Program)

PANAMA CITY, FLORIDA

Category 5 Hurricane Michael caused unprecedented damage to the housing sector in Florida's Panhandle, damaging or destroying over 340,000 homes. FLDEO Office of Disaster Recovery (ODR) was responsible for administering \$246,263,144 allocated to the state through the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant Disaster Recovery (CDBG-DR) program. Dewberry was responsible for:

- Damage Assessments
- Structural Assessments Reports (SAR)
- Coordinate Lead Based Paint Risk Assessments
- Quality Control of Damage Assessments Reports
- Architecture/Engineering (A/E) Services
- Develop Housing Plans and Specifications Portfolio
- Boundary Surveys and Elevation Certificates
- Geotechnical Investigations
- Construction Permitting and Requests for Information (RFI)
- Construction Progress Inspections for Reconstruction (RECON), Rehabilitation (REHAB), and Mobile Home Units (HMU) Projects

Hurricane Michael Post- Storm Services

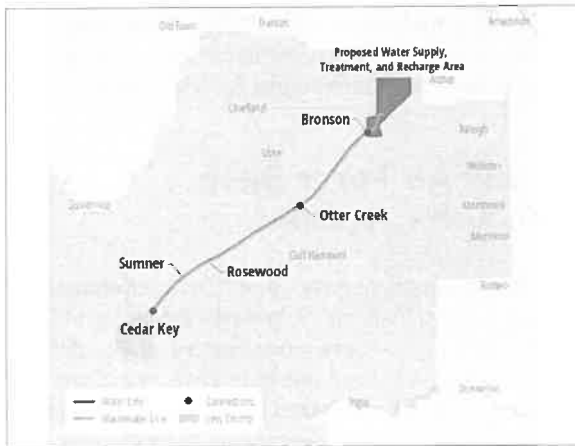
PANAMA CITY, FLORIDA

Dewberry immediately responded to the City of Panama City following Hurricane Michael. We performed post-storm assessments of the City's utility systems and facilities to determine the extent of damage and possible solutions and recommendations for FEMA reimbursable projects. We assisted City staff and the Construction Manager crews in assessing damage to the City's water and wastewater system in the wake of Hurricane Michael.



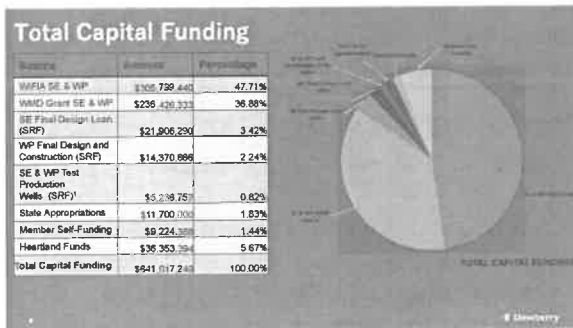
FDOT District 3 Debris Monitoring VARIOUS LOCATIONS, FLORIDA

Dewberry provided four experienced inspectors over a four county area to monitor both Hurricane Michael debris removal operations and supervise on-site inspection and monitoring staff. Debris monitoring responsibilities included oversight and documentation of individual debris collection crew Maintenance of Traffic setups, verification of debris load volume and proper debris types, as well as communicating with affected nearby residents and businesses.



Phase 1: Regional Alternative Water Supply Feasibility Study for the Suwannee River CEDAR KEY, BRONSON, OTTER CREEK, AND UNINCORPORATED AREAS, LEVY COUNTY, FLORIDA

Dewberry and Wetland Solutions Incorporated have partnered since 2017 on multiple water resources projects in Florida, with Dewberry typically serving as the prime consultant. For the Suwannee River Water Management District Regional Alternative Water Supply Feasibility Report, Dewberry served as the subconsultant. Dewberry was responsible for the peer review of the assumptions and approach to cost estimate for the regional water and wastewater.



Polk Regional Water Cooperative (PRWC) POLK COUNTY, FLORIDA

Dewberry provided services assisting the PRWC in developing a plan to finance and fund alternative water supply to collaboratively address Polk County's water supply needs. In tandem with local dollars, state revolving fund and with over \$230M in cooperative funding from the agencies. To move from conceptual design to land acquisition, final design, permitting, and construction there was a need to create a funding strategy. The overall funding approach resulted in the SWFWMD cost share funding commitment of \$228M, a Water Infrastructure Finance and Innovation Act loan for \$305M, State Revolving Loans for \$52.4M and State and FDEP appropriations and grants for over \$25M.



Post-Disaster Engineering Services

FRANKLIN COUNTY, FLORIDA

Dewberry has worked side by side with Franklin County for preliminary damage assessments, storm declarations, small/large scale projects, reimbursements, and project closeouts for over 15 years. Hurricane Michael caused varying damage across Franklin County, with significant damage to Alligator Point and some minor damage to Eastpoint and St. George Island. Dewberry and County staff worked together immediately after the storm to identify damage and work with FEMA representatives to begin the preliminary damage assessments (PDA). Dewberry was a true asset to the County and FEMA by providing our historical knowledge of the area, on-site expertise, and cost opinions in an effort of getting proper reimbursements for the County.



Tyndall Air Force Base

BAY COUNTY, FLORIDA

Dewberry is supporting the Lane Construction team in delivering engineering services for the design-build construction of new base infrastructure at Florida's Tyndall Air Force Base (Zone 4). In 2018, Hurricane Michael, a Category 5, caused catastrophic damage to Tyndall Air Force Base, damaging or destroying every building on base. Tyndall Air Force Base is undergoing more than \$5 Billion in renovations and upgrades to support base operations and redevelopment. The Zone 4 package includes more than \$357.9 million in infrastructure construction.



Hurricane Matthew Recovery Planning

STATEWIDE, NORTH CAROLINA

Dewberry assisted the State in developing strategic, resilient redevelopment plans/actions; and defined any unmet funding requirements needed. The resulting resilient redevelopment plans will be the foundation for any supplemental funding received through Congress, the NC General Assembly, and other funding sources. These plans will provide the foundation for the state's Recovery Action Plan that is required before the state can expend the funding received from the Community Development Block Grant – Disaster Relief (CDBG-DR) program.



Yale New Haven (YNHHS) CONNECTICUT/RHODE ISLAND

Dewberry supported YNHHS with FEMA PA reimbursements as a result of the COVID-19 Presidential Disaster Declaration. Dewberry provided data mining, analysis, data verification, eligibility determinations, CRC East coordination, Project Worksheet development, and quality control reviews for over \$40M of FEMA reimbursable COVID-19 expenditures incurred by the largest health system in New England employing 26,000 across six hospitals and multiple clinics.



Disaster Housing Recovery Plan PUERTO RICO

Dewberry with prepared detailed data analytics following the Hurricane Maria disaster to help the island community improve resilience for future natural disasters. We calculated island-wide estimates of the types and replacement costs of residential building losses and rehabilitation or reconstruction options. We also collected data on the costs for substantially damaged properties and retrofitting options and costs for non-substantially damaged properties. We prepared and executed analysis methodologies to develop these estimates, and summarized the results in a final report.



FEMA HMTAP NATIONWIDE

Dewberry provides technical support to FEMA's Mitigation Directorate on an array of hazard mitigation program initiatives, assisting thousands of communities nationwide, including Sector A communities in developing effective mitigation projects that have been successfully implemented, increasing the nation's resilience. This work covers technical and program support to FEMA and local communities for implementing the Hazard Mitigation Grant Program (HMGP), National Earthquake Technical Assistance Program (NETAP), Wind and Water Technical Assistance Program (WAWTAP), and Flood Mitigation Assistance (FMA) programs.



Hurricane Florence/ Matthew HUD CDBG-DR Damage Assessments NORTH CAROLINA

Dewberry provided building damage assessment, cost estimating, lead and asbestos risk assessments for eligible applicants under multiple HUD funded single family housing, small rental repair, and buyout and acquisition programs. The work was result of damages incurred under Hurricane Florence and Matthew throughout a 41-county area in eastern NC. Dewberry completed 3,056 damage assessments, 1,330 lead assessments, 3,438 asbestos assessments, and 11 elevation certificates.



WestCOG Flood Mitigation Assistance FAIRFIELD, CONNECTICUT

Dewberry is supporting The Western Connecticut Council of Governments ("WestCOG") with preparation of grant applications to FEMA's Flood Mitigation Assistance (FMA) and Building Resilient Infrastructure and Communities (BRIC) programs and manage projects under those programs and, secondarily, to support and advance municipal participation in FEMA's Community Rating System.



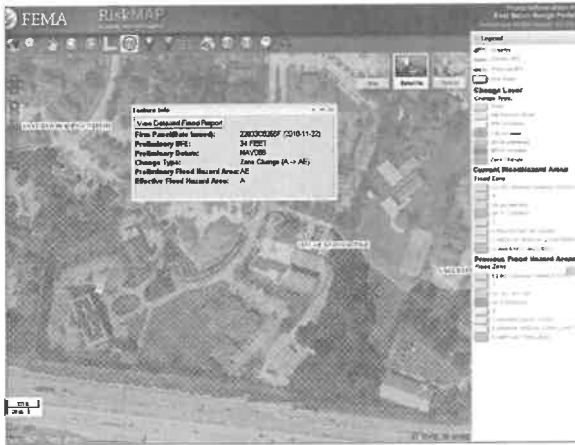
Wastewater Treatment Plant, Hurricane Matthew Flooding Permanent Repairs & Mitigation Improvements JOHNSTON COUNTY, NORTH CAROLINA

Dewberry supported with repairing damages inflicted by Hurricane Matthew. Matthew caused significant damage at the WWTP when flood water overtopped the flood protection embankment surrounding the plant. This project entailed raising the flood protection embankment to an elevation that is above the high-water mark, assisting in the FEMA reimbursement process, and providing full engineering and support services for the needed improvements at the WWTP.



NCDCM Resilient Coastal Communities **TOWNS OF CAPE CARTERET, PINE KNOLL SHORES & SWANSBORO AND CRAVEN COUNTY, NORTH CAROLINA**

As part of the state's Resilient Coastal Communities Program, North Carolina's Division of Coastal Management partnered Dewberry with four coastal communities that have experienced negative impacts from recent natural disasters and other coastal hazards. Dewberry's role was to guide these communities through the first two phases of the RCCP, identify community risks and potential vulnerabilities, and develop a portfolio of projects that would address community vulnerabilities.



North Carolina Floodplain Mapping Program (NCFMP) **STATEWIDE, NORTH CAROLINA**

Dewberry has been a prime contractor to NCFMP, providing a range of map modification and maintenance and RiskMAP services. Dewberry has conducted technical reviews of H&H engineering analyses in support of the FEMA RiskMAP program. Dewberry has provided quality flood studies throughout the history of the program. Dewberry has performed independent QA/QC reviews of nearly all of new flood studies in North Carolina during both the initial statewide effort and the subsequent map maintenance program. Of these, Dewberry reviewed 530 miles of detailed H&H analyses in the last five years.



FEMA PA TAC III **NATIONWIDE**

In 2012, FEMA awarded PA-TAC III, a five-year IDIQ contract, to the Nationwide Infrastructure Support Technical Assistance Consultants E, a joint venture that included Dewberry. Through the PA-TAC III contract, Dewberry provided Infrastructure and Public Housing related Consulting and Professional and Non-Professional services and resources on 93 task orders totaling over \$540M in response to disaster declarations nationwide. This was the 10th consecutive PA-TAC contract for Dewberry, dating back to 1980.

TAB 5: Approach



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TAB 5 – APPROACH

Project Approach

Disaster recovery and planning for resilience are the cornerstones of an organization's ability to effectively respond to any threat or hazard, including natural hazards, climate change, aging infrastructure, and human caused hazards. Achieving a reasonable measure of preparedness and resilience is a critical goal for communities, involving careful assessment, planning, and implementation, as well as the ability to evolve, adapt, and thrive as vulnerabilities shift.

In developing our approach to disaster response activities, we draw upon the many lessons learned from our team members. We understand that successful disaster recovery and resilience programs cannot have a one size fits all approach. You need a team who truly understand the challenges in recovery, and are willing to actively listen to how you want to plan your resilience. Having managed and performed similar services on numerous projects, we will not simply recycle approaches used on other projects and expect them to be effective for you. Our outcome-driven approach is specifically tailored to provide deliverables that are developed under this program and are designed to achieve measurable results.

FEMA has provided a path for disaster recovery that they have simplified to the workflow shown in the below figure. The work path looks straight forward and linear step-by-step, however it is not. There are many feedback loops in each stage which can lead to frustration at the slow progression of work, frustration at the amount of documentation and paperwork needed for something that should be as simple as your insurance claim, and frustration that

the recovery system is really standing in the way of you receiving funds to begin your recovery after a disaster. We understand that, and Dewberry is here to help the District through this process and minimize those frustrations.

Historically our team has provided office and field staff for facility and building-related disaster assessment and to assist in the input of data into FEMA's Grants Portal system and the state of Florida grant management tools. Our team understands how to conduct site surveys of critical facilities, specialty and complex structures that receive damage from hurricanes and floods. We provide a focused review of damage assessment reports, cost estimate consistency, construction, and recovery planning that comply with historical and environmental preservation requirements and have opportunities explored for mitigation. We perform this work on-site or remotely. With FEMA's Grants Portal program, we can upload all of your supporting documentation from our offices with separate logins, so you review the final and sign for the submissions to FEMA, but do not need to do the file and document organization and uploading. You can leave that part to us.







Our program manager, Marcy Cook, with field support from Trevor Noble, are able to be on-site when the District requests. Marcy is also supported by our Dewberry subject matter experts in cost recovery, grant funding and management, and FEMA policy, and are key to our partnering and will assist in strategically managing the project development and administration of any and all federal and/or state disaster programs related to declared emergencies or disasters that occur during the term of this contract.



Things to Consider and Dewberry is Here to Help

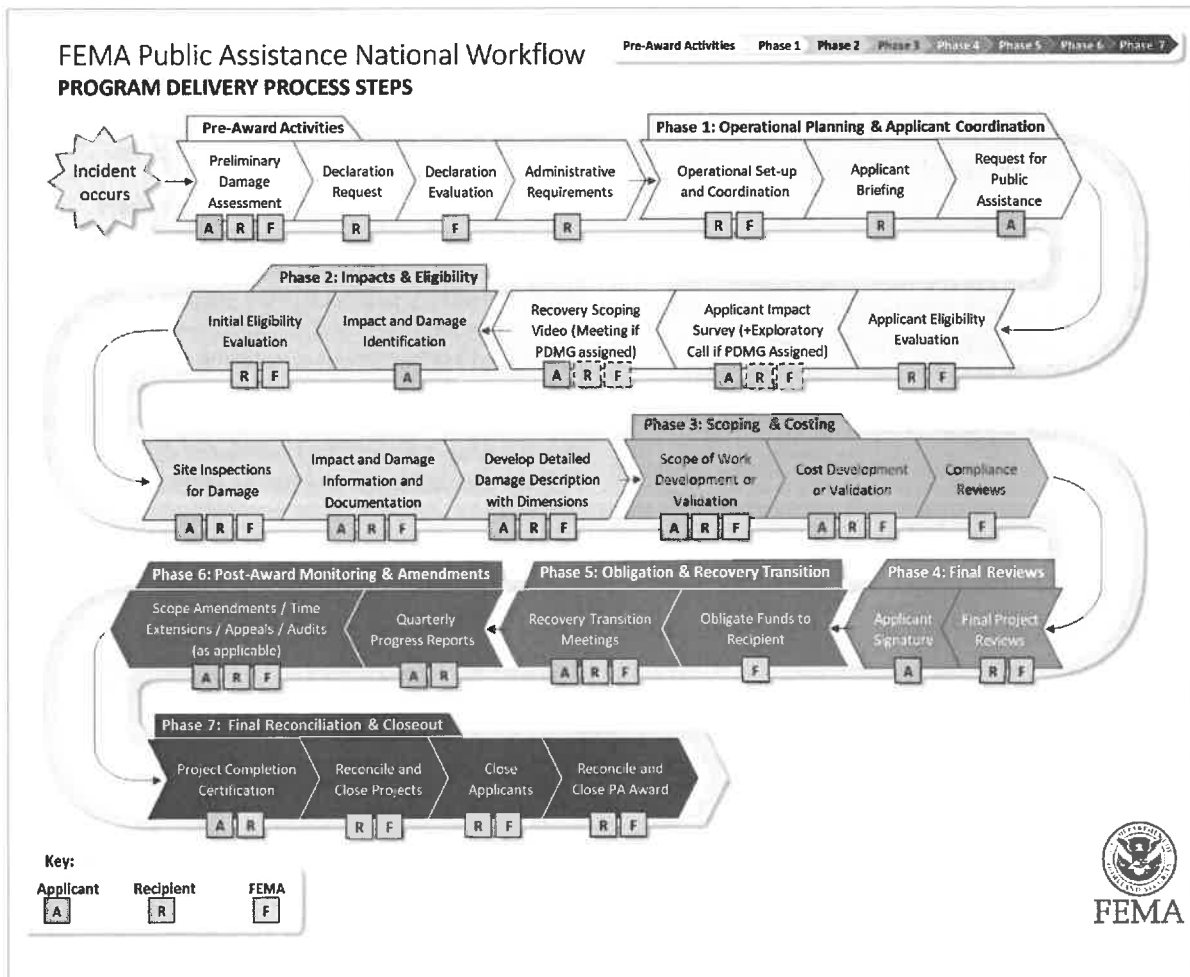
- Smoke testing of collection system is needed and pressure testing—all important costs for recovery.
- ARV maintenance and or temporary repairs.
- Drones help identify some damage.
- Lift station electrical panels have experienced salt water intrusion and are damaged/not reliable—that is why it is a temporary repair, as there may be more that are behind the scenes.
- If you are receiving grant funding, don't let that stop you from listing your damages. You may want to shift your grant funding around to facilities that were not damaged from the storm and let FEMA cover the storm damaged ones.
- Even if you get insurance funds to replace the broken facilities, if the facility is damaged and you put in for mitigation dollars to elevate or harden, those stay with your project. Insurance doesn't cover mitigation and making things better, just replacing with like item.

You will receive the following benefits from the Dewberry Team

- 
A full service A/E team that specializes in disaster recovery and emergency management, that brings highly trained engineers and project specialists with expertise in the PA process to deliver a comprehensive damage assessment.
- 
Partner with you and offers capability building with the District for the elements associated with mitigation, grants management, insurance, environmental, scope/cost estimation, and FEMA's project validation processes.
- 
Experts in Stafford Act eligibility and community recovery, as well as insurance industry data sets and cost databases to improve contextual awareness.
- 
Highly experienced staff in PA data delivery and client liaisons trained in effective customer service and FEMA programs.
- 
Help you win state and federal mitigation funding, as we have done for our other clients, totaling approximately \$1.3B in funding.
- 
Often deployed for disasters as FEMA, as the State recipient, and as applicant representatives.

Approach Workflow

The graphic below is FEMA's Disaster Recovery workflow graphic. We have aligned this graphic to the main scope categories we identified in Tab 2, on the following page, and outlined the approach for accomplishing each of these scope items.





OVERALL POLICY AND PROGRAM SUPPORT (Pre-Award and Phase 1)

In the last three years, Dewberry has helped 50+ applicants to recover over \$1B in COVID-19 expenses.

The District requests technical advisory support for program, policy, long range recovery planning, and help managing the FEMA Public Assistance (PA) recovery, following the Stafford Act and Code of Federal Regulations. This does not align to a specific step on FEMA's Disaster Recovery workflow, as it is an integral part of the entire process.



APPLICANT REPRESENTATIVE SUPPORT AND DAMAGE ASSESSMENT, PROJECT DEVELOPMENT, AND SUBMIT PROJECTS TO FEMA'S REVIEW (Phase 2)

Communication is critical during the cost recovery process and miscommunication can set projects with FEMA back to square one.

FEMA's PA process tracks damages, performs inspections, and documents the extent of damages with estimates or completed repair documentation for reimbursement for eligible activities under the Stafford Act. Damages and supporting documentation are rolled into FEMA PA Projects in FEMA's Grants Portal system. The District will need to participate in field inspections driven by FEMA. FEMA leads this process, as it ties directly to the projects; however, Dewberry will advocate for:

- Reasonable engineering repair estimates as gathered from preliminary damage assessments and attend meetings with stakeholders at the start of the disaster.
- The best way to structure repair projects and capture work that has already been completed.
- 406 mitigation opportunities for permanent repairs. Dewberry can provide benefit cost analysis (BCA) to show cost effective mitigation solutions focused on public infrastructure components, transportation systems, and facilities.
- Submit engineering evaluations, cost assessments, maintenance records, and supporting accounting and field documentation, including gathering relevant records and review all data and supporting documentation to determine eligible adequate costs to prepare projects for submission.
- Provide guidance for permitting, code compliance, and make sure that project recovery plans will comply with regulations and guidelines for the State of Florida and FEMA's federal requirements.
- Help the District to review the Damage Description and Dimensions (DDD) that FEMA completes, to send to FEMA's analysis and costing centers. If the DDD is not correct, FEMA will not scope out the project with the necessary detail to be able to complete repairs. Our team can use Xactimate, RS Means, or other cost estimating software to make regional adjustments to unit prices contained in the model for items ranging from value per square foot for building acquisition to complex estimation for infrastructure projects. This will support the use of alternative or improved projects when they may be beneficial.



SUPPORT DURING FEMA'S REVIEW AND ASSESSMENT (Phases 3 & 4)

Dewberry helped one client “unstick” \$15M in project funding that FEMA was holding, pending responses to multiple requests for information (RFI) that had been on hold for 18 months!

Dewberry knows all the right ways to maximize PA funding, design projects for cost recovery, and minimize issues during FEMA's review phase. We also know all the various types of information FEMA will need as part of its review process. In addition to submitting cost recovery details, FEMA examines:

- Labor policies, pay rates, overtime categories, and employee benefit calculation worksheets.
- District labor hours and equipment logs.
- Evaluate applicant-provided cost claims for reasonableness.
- The extent insurance covers the costs to avoid a duplication of benefits.
- Looks at volunteer agencies or labor that may help offset the local match.
- Reviews procurement policy, contracts, bid-tabs, cost selection justification, exigency periods, and memorandums of agreement.
- Determines which environmental permitting or additional reviews are necessary from other federal agencies, such as USACE or USFWS and initiates NEPA. They also look for what permits have already been issued to the District for the proposed work or that could be required (e.g. NPDES or floodplain permit).
- Validates all costs and reviews every document submitted as support.

FEMA asks questions of applicants during *Phase 3-Scoping & Costing* in the form of Requests for Information (RFI). Those RFI are often routed through different internal channels before they reach the applicant, which can lead to confusion and misinterpretation of what is really being asked and what information is needed. Dewberry understands this bureaucratic nuance and can navigate the RFI process to quickly and thoroughly address whatever it is that FEMA wants to receive in response to its RFI.

“

This plan was one of the most robust, well-organized, and detailed local HMPs that I've ever had the pleasure to review in Region 3.

— JOSHUA NORRIS, HAZARD MITIGATION PLANNER
FEMA REGION 3



GRANT CLOSEOUT AND WORK COMPLETION (Phases 5, 6, & 7)

Lack of proper procurement and federal contracting documentation are the primary reasons organizations must return Public Assistance funding.

Getting projects through to *Stage 5-Obligation and Recovery Transition* is a significant milestone, but much work and time remains from this point forward. In this process, the State of Florida is the initial recipient of funding from FEMA, and then the District will receive its allocation through the State's grant disbursement process. Grant closeout can happen years after the last shovel hits the ground, and Dewberry knows first-hand the importance of establishing and maintaining tight document controls to make sure that the District is able to respond to any requests for information long after projects are completed. Dewberry will:

- Track project obligations, reimbursements, and request for payment.
- Support all grant and progress reporting requirements.
- Perform insurance reconciliation, as well as other funding source coordination to avoid duplication of benefits.
- Verify compliance with all contracting and procurement requirements and make sure that processes are appropriately documented in each project for closeout.



POST-DISASTER GENERAL GRANT SUPPORT AND FUTURE PLANNING

Dewberry's Florida offices have an excellent history of applying for and winning approximately \$350M in State grants, Infrastructure grants, or other Federal mitigation grants for our local clients.

Although we all hope to avoid another disaster like Hurricane Idalia, it is prudent to be prepared. One benefit of going through this PA process is that the District is pre-positioned to submit its Request for Public Assistance more quickly should there be a next time, and will take with it all the lessons learned from the Idalia recovery experience.

While the Dewberry team intends to fight for every dollar the District is eligible to receive, it is possible that some projects or expenses may not get funded. Some of the most common reasons are damage eligibility, lack of documentation for maintenance, missing cost accounting, and improper procurement and contracting. When costs or activities are not allowed to move forward in the PA program, FEMA must cite supporting Code of Federal Regulation or places where the activity does not meet FEMA's policy requirements. Should these situations arise, Dewberry will work with the District to establish procedures that will safeguard against disallowed projects or expenses in future PA applications.

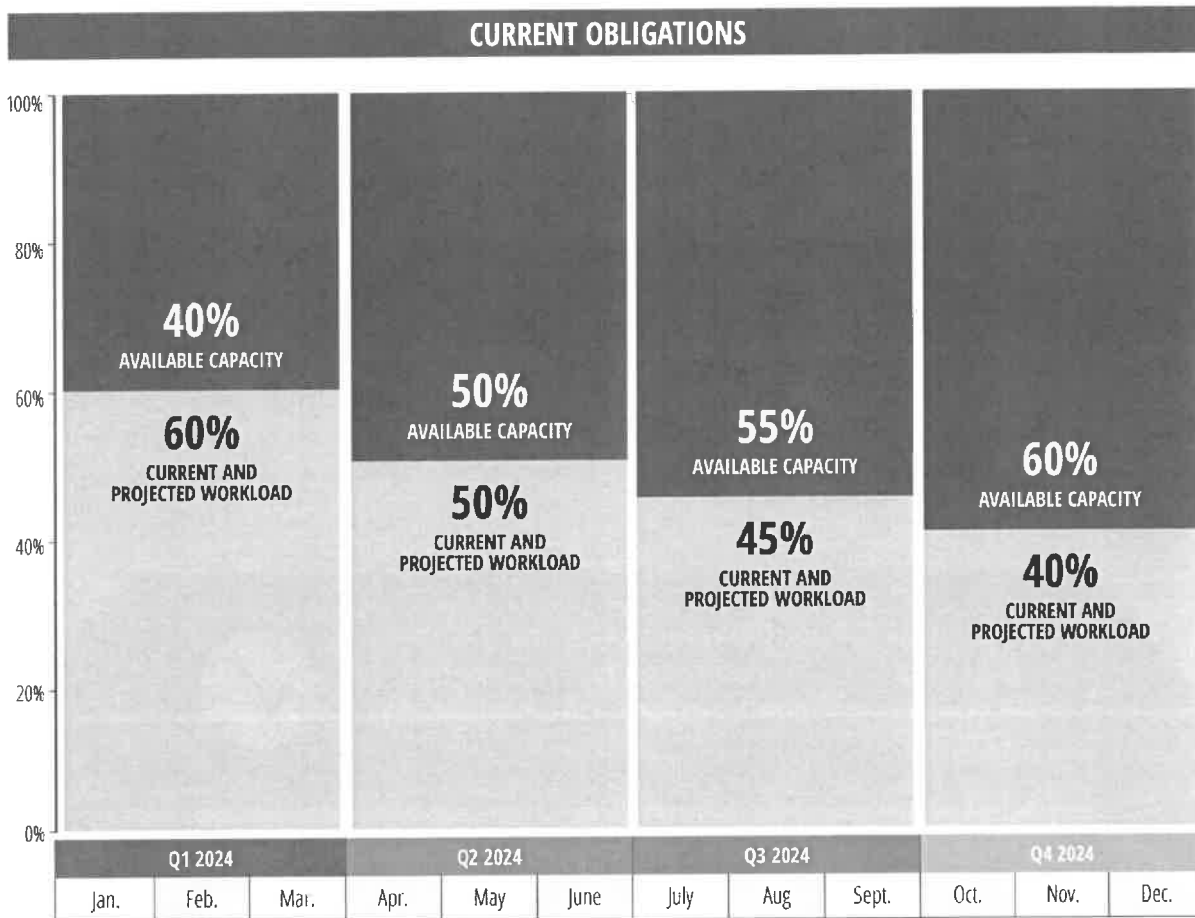
TAB 6: Capacity

TAB 6 – CAPACITY

Capacity

Our team is fully committed to meeting the schedule and budget needs of the District for this contract. Dewberry will assign the right professionals for each phase. Our program manager, Marcy Cook, is experienced with coordinating and assigning the appropriate team members to a contract like this. Our team has the capacity to work and prioritize each of the District's goals. In addition to the personnel identified, we also have additional qualified staff in

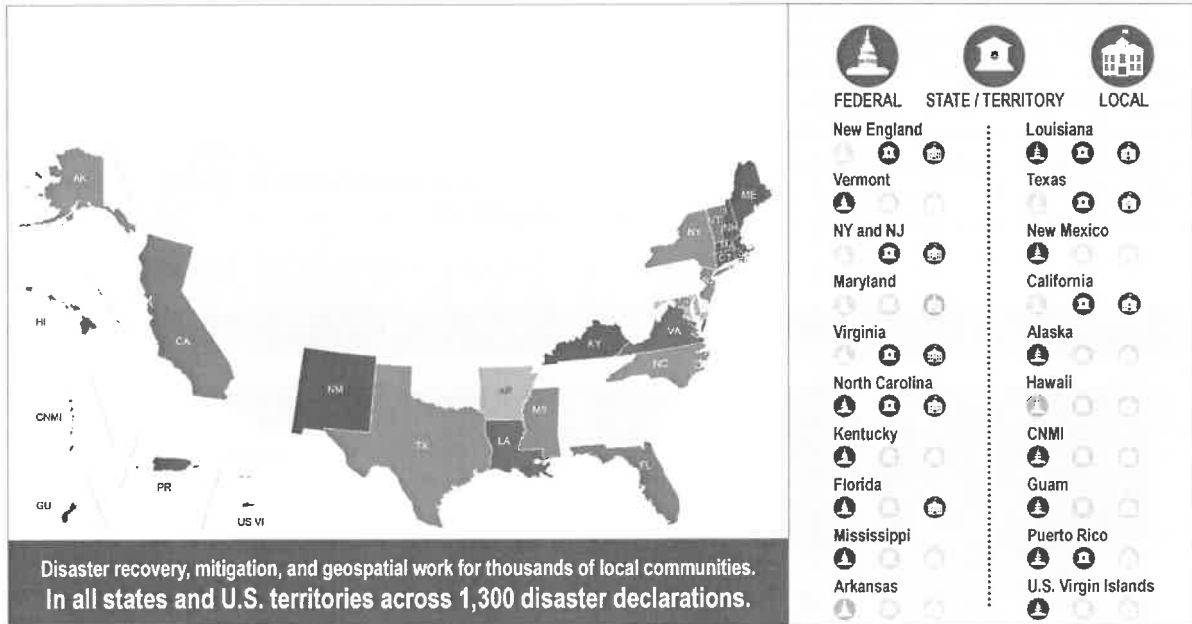
the region and more than 2,000 employees across the U.S. to call upon as needed for supplementary and complementary resources. Our project team includes professionals with the requisite experience to provide the anticipated services required under this contract. Based on their availability, we have ample capacity to tackle all of the proposed scope of services tasks for the District under this contract. The graphic below illustrates our available capacity through 2024.



Dewberry's Florida operation **has the capacity of producing 445,000+ staff hours annually.** This capacity provides immediate assistance to the District for this important contract.

Active Disaster Recovery Contracts

All active disaster recovery contracts with cities, counties, or other entities that our Florida team is involved in are currently in the process of wrapping up, and will not conflict with the timeline of this contract. We have the immediate availability and capacity to support this contract. The graphic below shows our firm-wide experience with disaster recovery, nationwide.



WHY DEWBERRY?

PROVEN DISASTER RECOVERY EXPERTS	Our team includes many of the most recognized and respected disaster experts and thought leaders nationwide.	
HELPING COMMUNITIES	Helping Communities Recover \$1.3 Billion+ in Funding for FEMA Disasters in the Last 3 Years.	

TAB 7: Cost Proposal/Fee Schedule

Tab 7: Cost Proposal/Fee
Schedule



Dewberry

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TAB 7 – COST PROPOSAL/FEE SCHEDULE

Cost Proposal

EMPLOYEE CLASSIFICATION*	RFQ ROLE	BASE RATE**	FRINGE AND OVERHEAD***	PROFIT***	REQUESTED RATE
Intern	N/A	\$20.33	\$30.50	\$5.09	\$55.92
Inspector	N/A	\$27.53	\$41.29	\$6.88	\$75.70
Admin Assistant	Accountant	\$29.62	\$44.44	\$7.41	\$81.47
CADD Technician	N/A	\$31.77	\$47.66	\$7.95	\$87.38
GIS I	GIS Specialist	\$32.16	\$48.25	\$8.04	\$88.45
Senior Inspector	N/A	\$32.68	\$49.03	\$8.17	\$89.88
Professional I	Grants Manager	\$34.90	\$52.36	\$8.73	\$95.99
GIS II	GIS Specialist	\$36.41	\$54.62	\$9.10	\$100.13
Chief Inspector	N/A	\$38.54	\$57.81	\$9.64	\$105.99
Engineer Intern I	N/A	\$39.64	\$59.46	\$9.91	\$109.01
Engineer I	Engineer	\$41.90	\$62.85	\$10.48	\$115.23
Senior CADD Technician	N/A	\$42.11	\$63.17	\$10.53	\$115.81
Engineer Intern II	N/A	\$44.63	\$66.95	\$11.16	\$122.74
Senior GIS I	GIS Specialist	\$48.84	\$73.26	\$12.21	\$134.31
Professional II	N/A	\$49.52	\$74.28	\$12.38	\$136.18
Engineer I	Engineer	\$49.98	\$74.97	\$12.49	\$137.44
Engineer II	Engineer	\$59.83	\$89.75	\$14.96	\$164.54
Program Manager	Data Manager	\$68.02	\$102.04	\$17.01	\$187.07
Senior Engineer I	Engineer	\$69.08	\$103.62	\$17.27	\$189.97
Senior Professional I	N/A	\$71.02	\$106.53	\$17.76	\$195.31
Senior Professional IIz	Procurement Administrator	\$75.11	\$112.67	\$18.78	\$206.56
Principal	N/A	\$83.82	\$125.73	\$20.95	\$230.50
Senior Engineer II	Engineer	\$84.83	\$127.69	\$21.25	\$233.77
Principal Professional	N/A	\$87.78	\$131.66	\$21.94	\$241.38
Principal Engineer I	Engineer	\$90.27	\$135.40	\$22.57	\$248.24
Principal Engineer II	Engineer	\$103.63	\$155.43	\$25.91	\$284.97

* Additional rows may be added for additional Employee Classifications
 ** Base Rate is actual hourly wage rate, exclusive of fringe, overhead, and profit
 *** Maximum 150% for fringe and overhead; maximum profit 10%; or audited rates, whichever is less

TAB 8: Required Forms, Documents, and Certifications

Tab 8: Required Forms,
Documents, and
Certifications



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TAB 8 – REQUIRED FORMS, DOCUMENTS, AND CERTIFICATIONS

Form 4 - Indemnification and Hold Harmless Statement

RFQ 2023-01 Disaster Recovery Services

FORM 4
INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless DISTRICT, its offices and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this CONTRACT.

Signed:  VP
Name: Robert Beltran, PE
Title: Vice President
Firm: Dewberry Engineers Inc.
Address: 200 West Forsyth Street, Suite 1100, Jacksonville, FL 32202-4308

Form 5 - Public Entity Crimes Sworn Statement

RFQ 2023-01 Disaster Recovery Services

FORM 5 SWORN STATEMENT UNDER 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 the Cedar Key Water and Sewer District Board

By : Robert Beltran, PE, Vice President

[print individual's name and title]

for Dewberry Engineers Inc.

[print name of entity submitting sworn statement]

whose business address is:

200 West Forsyth Street, Suite 1100, Jacksonville, FL 32202-4308

and (if applicable) its Federal Employer Identification Number (FEIN) is . 13-0746510

(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 an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida statutes, means a finding of guilt or a conviction of a public entity crime, with or without 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(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime: or

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

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the

Form 5 - Public Entity Crimes Sworn Statement

RFQ 2023-01 Disaster Recovery Services

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 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 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 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 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 contractor 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.

Audrey T. Booth
(Signature)

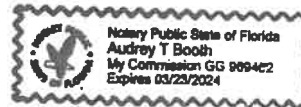
Sworn to and subscribed before me this 13 day of December 2023.

Personally known to me OR Produced identification _____
(Type of identification)

Audrey T. Booth
NOTARY PUBLIC

Notary Public - State of Florida

My commission expires: _____



Printed, typed, or stamped commissioned name of notary public

Form 6 - Equal Employment Opportunity/Affirmative Action Statement

RFQ 2023-01 Disaster Recovery Services

**FORM 6
EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT**

1. The Consultant and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The Consultant agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: *Robert Beltran* VP
Name: Robert Beltran, PE
Title: Vice President
Firm: Dewberry Engineers Inc.
Address: 200 West Forsyth Street, Suite 1100, Jacksonville, FL 32202-4308

Form 7 - Drug Free Workplace Certification

RFQ 2023-01 Disaster Recovery Services

FORM 7 DRUG FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more response which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

VENDOR Robert Beltran, PE TITLE Vice President

AUTHORIZED SIGNATURE  UP DATE 12.13.23

Form 8 - Conflicts of Interest Disclosure

RFQ 2023-01 Disaster Recovery Services

FORM 8 CONFLICT OF INTEREST DISCLOSURE

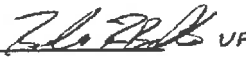
The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their Responses whether any officer, director, employee or agent is also an officer or an employee of the Board of the Cedar Key Water and Sewer District. All firms must disclose the name of any District officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the District, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the actions of the District in Connection with this procurement.

Names of Officer, Director, Employee or Agent that is also an Officer or Employee of Cedar Key Water and Sewer District:

N/A _____

Name of State Officer or Employee that owns 5% or more in Respondent's firm:

N/A _____

Robert Beltran, PE  VP
Name

Dewberry Engineers Inc.
Company

12.13.23
Date

Date

Form 9 - Non-Collusion Affidavit

RFQ 2023-01 Disaster Recovery Services

FORM 9 NON-COLLUSION AFFIDAVIT

The undersigned being first duly sworn as provided by law, deposes, and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Board of the Cedar Key Water and Sewer District and that it will be relied upon by said District, in any consideration which may give to and any action it may take with respect to this Response.
2. The undersigned is authorized to make this Affidavit on behalf of,
Dewberry Engineers Inc.
(Name of Corporation, Partnership, Individual, etc.)
a, Corporation formed under the laws of New York
(Type of Business) (State or Province)
of which he is Vice President
(Sole partner, president, etc.)
3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Response by the District, also that no head of any department or employee therein, or any officer of the District is directly interested therein.
4. This Response is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Response, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said Response or Responses of any other bidder; and all statements contained in the Response or Responses described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said Response or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

Robert Betran, PE

AFFIANT'S NAME

Vice President

AFFIANT'S TITLE

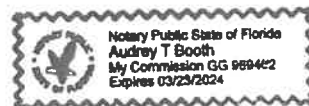
TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this 13 day of December 2023.

Personally Known to me or Produced Identification _____

Type of Identification _____

Audrey T Booth
Notary Public

(Print, Type or Stamp Commissioned Name of Notary Public)



Form 10 - Ethics Clause & Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements

RFQ 2023-01 Disaster Recovery Services

FORM 10 ETHICS CLAUSE


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

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 any 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.

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.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.


Signature

12.13.23
Date

Robert Beltran, PE
Name of Authorized Individual

Dewberry Engineers Inc.
Name of Company/Organization

200 West Forsyth Street, Suite 1100, Jacksonville, FL 32202-4308
Address of Company/Organization

Form 11 - List of Proposed Sub-Contractors

RFQ 2023-01 Disaster Recovery Services

FORM 11

LIST OF PROPOSED SUBCONTRACTORS AND SERVICES TO BE PERFORMED


Subcontract 1 Name: City/State/Zip Services to Perform and Percentage:	Form N/A. Not using any subcontractors for this contract.
Subcontract 2 Name: City/State/Zip Services to Perform and Percentage:	
Subcontract 3 Name: City/State/Zip Services to Perform and Percentage:	
Subcontract 5 Name: City/State/Zip Services to Perform and Percentage:	
Subcontract 6 Name: City/State/Zip Services to Perform and Percentage:	
Subcontract 7 Name: City/State/Zip Services to Perform and Percentage:	

Form 12 - Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions

RFQ 2023-01 Disaster Recovery Services

FORM 12 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS, PRIMARY COVERED TRANSACTIONS

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/Response had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Response.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.


Signature

Vice President

Title

Dewberry Engineers Inc.

Consultant/Firm

200 West Forsyth Street, Suite 1100, Jacksonville, FL 32202-4308

Address

Form 13 - E-Verify Certification

RFQ 2023-01 Disaster Recovery Services

FORM 13 E-VERIFY COMPLIANCE CERTIFICATION

In accordance with the Governor of Florida's Executive Order 11-116, the Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the Consultant during the Contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term; and shall provide documentation of such verification to the District upon request.

As the person authorized to sign this state, I certify that this firm complies/will comply fully with this RFQ regarding e-Verify Compliance.

SIGNATURE:



NAME:

Robert Beltran, PE

TITLE:

Vice President

DATE:

12.13.23

Form 14 - Insurance Certification

RFQ 2023-01 Disaster Recovery Services

FORM 14

REQUIRED INSURANCE POLICY ENDORSEMENTS AND DOCUMENTATION

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional insured (Cedar Key Water and Sewer District, its Officers, employees, and volunteers) General Liability & Automobile Liability

Primary and not contributing coverage-
General Liability & Automobile Liability

Waiver of Subrogation (Cedar Key Water and Sewer District, its officers, employees, and volunteers)- General Liability, Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to District - General Liability, Automobile Liability, Worker's Compensation & Employer's Liability.

Professional Liability Policy Declaration sheet as well as claims procedures for each applicable policy to be provided

Please mark the appropriate box:

Coverage is in place Coverage will be placed, without exception

The undersigned declares under penalty of perjury that all the above insurer information is true and correct.

Name Robert Beltran, PE
Typed or Printed

Signature 

Date 12.13.23

Title Vice President
(Company Risk Manager or Manager with Risk Authority)

Form 15 - Comments on Proposed Contract

RFQ 2023-01 Disaster Recovery Services

FORM 15

COMMENTS ON PROPOSED CONTRACT

*Any comments that are included on this form regarding the contract documents will be forwarded to the legal department for review. The District’s acceptance of comments does not guarantee any revision to the contract documents. Comments not included on this form **WILL NOT** be considered. Please indicate NONE or NA if there are no comments on the proposed contract documents.

<u>Comments on Proposed Contract</u>
Contract Provision at Issue
Provision incorporating Florida Statute Section 558.0035 regarding contractual limitation on liability of the individual design professionals.
Objection by Bidder
The draft contract does not contain a provision incorporating the above Florida Statute. Per the suggested resolution below, please add the suggested provision to the draft contract in uppercase font that is at least 5 times larger than the rest of the of the text.
Suggested Resolution
XXVII. INCORPORATION OF §558.0035 OF FLORIDA STATUTES PURSUANT TO §558.0035 FLORIDA STATUTES, NO INDIVIDUAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL OF CONTRACTOR MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS AGREEMENT.

Form 16 - System for Award Management Form

RFQ 2023-01 Disaster Recovery Services

FORM 16 SYSTEM FOR AWARD MANAGEMENT FORM

- (a) Definitions. As used in this provision.
- “Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.
- “Registered in the System for Award Management (SAM) database” means that.
- (1) The Bidder has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;
 - (2) The bidder has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
 - (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The bidder will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
 - (4) The Government has marked the record “Active”.
“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.
- (b)
- (1) By submission of an offer, the bidder acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
 - (2) The Bidder shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Bidder’s name and address exactly as stated in the offer. The Bidder also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Bidder is registered in the SAM database.
- (c) If the Bidder does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Bidder should be prepared to provide the following information:
- (1) Company legal business name.
 - (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (3) Company Physical Street Address, City, State, and Zip Code.
 - (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
 - (5) Company telephone number.
 - (6) Date the company was started.
 - (7) Number of employees at your location.
 - (8) Chief executive officer/key manager.
 - (9) Line of business (industry).
 - (10) Company Headquarters name and address (reporting relationship within your entity).

Form 16 - System for Award Management Form

RFQ 2023-01 Disaster Recovery Services

- (d) If the Bidder does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Bidder.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Bidders who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) Bidders may obtain information on registration at <https://www.acquisition.gov>.

Bidders SAM information:

Entity Name: Dewberry Engineers Inc.

Entity Address: 8401 Arlington Boulevard, Fairfax, VA 22031-4619

Unique Entity ID: K3WDSCEDY1V5

CAGE Code: 4DJX0

Form 17 - Byrd Anti-Lobbying Amendment Form

RFQ 2023-01 Disaster Recovery Services

FORM NO. 17

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

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

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

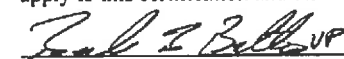
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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 Contractor's Authorized Official

Robert Beltran, PE, Vice President Name and Title of Contractor's Authorized Official

12.13.23 Date



Dewberry



www.dewberry.com

EXHIBIT D
FEE SCHEDULE

Fee Schedule

EMPLOYEE CLASSIFICATION*	RFQ ROLE	BASE RATE**	FRINGE AND OVERHEAD***	PROFIT***	REQUESTED RATE
Intern	N/A	\$20.33	\$30.50	\$5.09	\$55.92
Inspector	N/A	\$27.53	\$41.29	\$6.88	\$75.70
Admin Assistant	Accountant	\$29.62	\$44.44	\$7.41	\$81.47
CADD Technician	N/A	\$31.77	\$47.66	\$7.95	\$87.38
GIS I	GIS Specialist	\$32.16	\$48.25	\$8.04	\$88.45
Senior Inspector	N/A	\$32.68	\$49.03	\$8.17	\$89.88
Professional I	Grants Manager	\$34.90	\$52.36	\$8.73	\$95.99
GIS II	GIS Specialist	\$36.41	\$54.62	\$9.10	\$100.13
Chief Inspector	N/A	\$38.54	\$57.81	\$9.64	\$105.99
Engineer Intern I	N/A	\$39.64	\$59.46	\$9.91	\$109.01
Engineer I	Engineer	\$41.90	\$62.85	\$10.48	\$115.23
Senior CADD Technician	N/A	\$42.11	\$63.17	\$10.53	\$115.81
Engineer Intern II	N/A	\$44.63	\$66.95	\$11.16	\$122.74
Senior GIS I	GIS Specialist	\$48.84	\$73.26	\$12.21	\$134.31
Professional II	N/A	\$49.52	\$74.28	\$12.38	\$136.18
Engineer I	Engineer	\$49.98	\$74.97	\$12.49	\$137.44
Engineer II	Engineer	\$59.83	\$89.75	\$14.96	\$164.54
Program Manager	Data Manager	\$68.02	\$102.04	\$17.01	\$187.07
Senior Engineer I	Engineer	\$69.08	\$103.62	\$17.27	\$189.97
Senior Professional I	N/A	\$71.02	\$106.53	\$17.76	\$195.31
Senior Professional II	Procurement Administrator	\$75.11	\$112.67	\$18.78	\$206.56
Principal	N/A	\$83.82	\$125.73	\$20.95	\$230.50
Senior Engineer II	Engineer	\$84.83	\$127.69	\$21.25	\$233.77
Principal Professional	N/A	\$87.78	\$131.66	\$21.94	\$241.38
Principal Engineer I	Engineer	\$90.27	\$135.40	\$22.57	\$248.24
Principal Engineer II	Engineer	\$103.63	\$155.43	\$25.91	\$284.97

* Additional rows may be added for additional Employee Classifications
** Base Rate is actual hourly wage rate, exclusive of fringe, overhead, and profit
***Maximum 150% for fringe and overhead; maximum profit 10%; or audited rates, whichever is less

EXHIBIT A

DEWBERRY ENGINEERS INC. CEDAR KEY WATER & SEWER DISTRICT

PROFESSIONAL ENGINEERING SERVICES FOR CEDAR KEY WATER & WASTEWATER SYSTEM POST-STORM INFRASTRUCTURE DAMAGE ASSESSMENT Task Order #1

BACKGROUND

The City of Cedar Key's Water and Sewer District (CKWSD) sustained considerable damage because of Hurricane Idalia. In response to Cedar Key RFQ 2023-01 Disaster Recovery Services, Dewberry has been selected to immediately perform a post-storm assessment of the facilities, structures, and equipment of the CKWSD, including a 0.36 MGD WTP, 0.36 MGD WWTP and approximately 17 pump stations and master lift stations.

SCOPE OF SERVICES

ACTIVITY 100 – Program Management

Dewberry will make staffing assignments, review work progress, coordinate the work tasks, assure quality assurance, complete reviews, direct progress meetings, and communicate with Cedar Key Water and Sewer District (CKWSD) staff throughout the entirety of the project. Dewberry's Program Manager will manage the budget, scheduling, and invoicing and will communicate with CKWSD Project Manager throughout the entirety of the project. This task includes coordination with FEMA to submit damage assessment and attend a post review meeting with FEMA.

ACTIVITY 200 - Data Request and Document Review

Dewberry will collect and review available data, plans and reports related to the existing facilities. Dewberry will coordinate with the CKWSD to request and collect data as available.

Anticipated data:

- Service area information/topographic maps/state and federal GIS data
- Previous reports, record drawings/as-built information where available
- Previous maintenance records where available
- Previous inspection reports/records
- Any other pertinent data available

Dewberry will organize, review, and evaluate the data. The data will be summarized for inclusion into the memorandum and recommendations.

ACTIVITY 300 - Field Investigation and Condition Assessment Data Collection

After review and analysis of the documentation, Dewberry will conduct preliminary field investigations, utilizing ArcGIS Online and ArcGIS Field Maps on iPads to assess and document damage at the water treatment plant, wastewater treatment plant, 17 pump stations, and up to 5

commercial backflow/ meter locations, and a representative sample size of residential meters to assess and document the infrastructure impacted. Dewberry will perform a visual damage assessment on each critical asset and record the assessment information into a database using GIS software. We will also capture high quality photos, videos, and additional notes to provide an initial damage of Cedar Key's water and wastewater infrastructure or assets that will be attributed to the correct portion of the infrastructure system.

This information will be uploaded and stored on the ArcGIS Online system and exportable in a Microsoft Excel Spreadsheet. The utilization of an on-line cloud-based database provides reliable access to utility infrastructure and protects utility records from disaster conditions. After the initial damage assessment, this database will then be updated with the asset status as the final cost estimate is developed, then later document the repair and upgrade of the assets.

Dewberry will develop a condition assessment template, or check list, to utilize for various types of infrastructure elements at the facilities, such as:

- Visible mechanical equipment such as valves, piping, pumps, and motors
- Electrical and instrumentation including electrical panels, VFDs, and generators
- Structures including buildings, enclosures, wetwell/drywell, doors, and windows
- Site conditions including lighting (inside and outside), fencing, security, and landscaping
- Overall observations of corrosion, equipment functionality, and other conditions

CKWSD shall coordinate operation or maintenance staff to accompany Dewberry during the condition assessments. This will provide an opportunity for the Dewberry to interview staff regarding the operation of the equipment. The condition of each asset will be documented based on condition scores. This will include a range of rankings including a severity range including Good, Fair, and Poor. Photos will be taken to document infrastructure and flood impacts found at the utility.

We anticipate that CKWSD staff will be available for full days to assist with access to the facilities. It assumed that no pumps will be pulled from wetwells and that only visual inspections will be performed. It assumed that all items to be inspected will readily available and no additional work will be performed to view damage or equipment. Dewberry will compile and organize the information collected in the field into Preliminary Damage assessment spreadsheet along with cost estimate to replace or repair the facilities as new, including the assessment data and photos. Dewberry will develop a planning level priority ranking of facilities for repair and upgrade based on the overall conditions of the utility infrastructure.

CITY RESPONSIBILITIES

Dewberry shall be entitled to rely upon the accuracy of the data and information supplied by the City without independent review or evaluation.

DELIVERABLES

Dewberry will provide the following deliverables:

1. Preliminary Damage Assessment List to support Cedar Key's FEMA submission & coordination with insurance consultants by Monday March 4th in advance of FEMA's March 6th Deadline

2. Editable and exportable to Microsoft Excel, an on-line database of water and sewer infrastructure assets that include the preliminary damage assessment condition, preliminary repair/replacement cost, with accompanying photos and field notes.

TERM

Dewberry will proceed with the services identified in this CSA immediately upon receipt of an executed copy of this CSA and a formal Notice-to-Proceed (NTP) from the City. The projected schedule for the performance of services is anticipated to be completed 60 days (2) months from NTP, with damage assessment inventory and preliminary cost estimates delivered no later than March 4, 2024. A detailed schedule will be developed and coordinated with staff during the kickoff meeting. Distribution of the schedule will be included in the meeting notes.

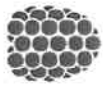
Activity 100: Meeting Agendas and Minutes: 60 Days after NTP

Activity 200: Document, Drawing, Maps, Data 4 Days after NTP

Activity 300: On-line and Microsoft Excel Utility Infrastructure Database, Photos, Field Notes, and Preliminary Cost Estimates 28 Days after NTP

METHOD OF COMPENSATION

Compensation for the services described in Activity 100-300 above shall be for a Lump Sum price of **\$72,735.34** and invoiced monthly. The basis for this amount is provided in the attached **Exhibit A**.



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ATTACHMENT A
FEE ESTIMATE

CEDAR KEY WATER & SEWER DISTRICT (CKWSD) POST-STORM FACILITY ASSESSMENT AND RECOVERY PLAN

Fee Schedule Classification		Labor Hours and Costs										Total Hours	Labor Cost			
		Principal	Program Manager	Principal Engineer I	Senior Engineer II	Senior GIS I	GIS I	Grant Manager	Engineer I	Procurement Admin	Engineer Intern II			Admin Accountant		
Task No.	Task Description															
1	Program Management	\$230.50	\$187.07	\$248.24	\$233.77	\$134.31	\$88.45	\$95.99	\$154.54	\$206.56	\$122.74	\$81.47	2	39.00	\$6,555.24	
2	Document Review			4				8					2	14.00	\$2,472.22	
3	Condition Assessment			12	40	120	180		68		60	4	4	486.00	\$63,707.88	
	Total		20	16	40	120	180	8	76	8	60	8	8	539.00	\$72,735.34	

Cedar Key Water & Sewer District Profit & Loss Budget vs. Actual October 2023 through January 2024

	Oct '23 - ...	Budget	\$ Over B...	% of Bu...
Ordinary Income/Expense				
Income				
341 · City Portion of Leases	0.00	2,058.00	-2,058.00	0.0%
300 - Income				
305 - Water Revenue	173,412.77	526,000.00	-352,587.23	33.0%
310 - Sewer Revenues	168,997.40	442,000.00	-273,002.60	38.2%
325 · Penalties	3,473.32	1,200.00	2,273.32	289.4%
330 - Earned Interest	717.81	1,150.00	-432.19	62.4%
335 · New Meter Charges	1,080.00	1,200.00	-120.00	90.0%
350 - Misc Income	288.04	1,600.00	-1,311.96	18.0%
365. Meter Installation Fee	240.00	505.00	-265.00	47.5%
382 - Grant - Legislative 2016	0.00	0.00	0.00	0.0%
383- DEP Sewer Grant	74,492.70			
300.00 · Income - Other	0.00	250.00	-250.00	0.0%
Total 300 - Income	422,702.04	973,905.00	-551,202.96	43.4%
Other Sources Of Income				
315 - Ad Valorem Tax				
315.100 · Ad Valorem	209,892.97	387,484.00	-177,591.03	54.2%
315 - Ad Valorem Tax - Other	0.00	0.00	0.00	0.0%
Total 315 - Ad Valorem Tax	209,892.97	387,484.00	-177,591.03	54.2%
331 · City Contribution	1,504.60			
340 · Rental Income	4,981.58	24,000.00	-19,018.42	20.8%
370 · Water Charge New Connection	3,000.00	24,500.00	-21,500.00	12.2%
371 · Sewer Charge New Connection	3,000.00			
333 · Other Miscellaneous	1,877.42	1,000.00	877.42	187.7%
364 · Gain on Sale of Equipment	0.00	0.00	0.00	0.0%
Total Other Sources Of Income	224,256.57	436,984.00	-212,727.43	51.3%
Total Income	646,958.61	1412947.00	-765,988.39	45.8%
Gross Profit	646,958.61	1412947.00	-765,988.39	45.8%
Expense				
Bad Check	255.58			
500 · GENERAL AND ADMINISTRATIVE				
510 · Payroll				
510.01 · Salaries	104,481.86	312,500.00	-208,018.14	33.4%
510.02 · Social Security/Medicare	7,834.93	24,000.00	-16,165.07	32.6%
510.03 · Retirement	13,357.09	31,512.00	-18,154.91	42.4%
510.04 · Health, Dental & Life Ins	22,162.63	76,373.00	-54,210.37	29.0%
510.05 · Workers Comp.	4,287.66	8,500.00	-4,212.34	50.4%
510.06 · Compensated Absence Expense	0.00	0.00	0.00	0.0%
Total 510 · Payroll	152,124.17	452,885.00	-300,760.83	33.6%
520 · Office				
520.01 · Supplies	2,085.22	3,000.00	-914.78	69.5%
520.02 · Postage & Shipping	1,446.20	7,600.00	-6,153.80	19.0%
520.03 · Copier, Computer, Billing, Etc.	3,698.90	5,000.00	-1,301.10	74.0%
520.04 · Printing and Copying	19.99	1,500.00	-1,480.01	1.3%
520.05 · Web Portal/E-Billing	0.00	250.00	-250.00	0.0%
520.08 · Bad Debt Expense	0.00	0.00	0.00	0.0%
520.10 · Rents	921.31			
Total 520 · Office	8,171.62	17,350.00	-9,178.38	47.1%

Cedar Key Water & Sewer District
Profit & Loss Budget vs. Actual
October 2023 through January 2024

	Oct '23 - ...	Budget	\$ Over B...	% of Bu...
530 - Utilities				
530.01 - Fuel For Equipment	2,575.94	10,000.00	-7,424.06	25.8%
530.02 - Solid Waste Disposal	628.45	1,400.00	-771.55	44.9%
530.03 - Telephone	6,598.15	10,500.00	-3,901.85	62.8%
530 - Utilities - Other	0.00	0.00	0.00	0.0%
Total 530 - Utilities	9,802.54	21,900.00	-12,097.46	44.8%
540 - Professional Fees				
540.01 - Audit & Accounting	0.00	34,000.00	-34,000.00	0.0%
540.02 - Management/Legal	17,152.35	32,000.00	-14,847.65	53.6%
540.03 - Property Appraiser's Fee	0.00	6,750.00	-6,750.00	0.0%
540.05 - Tax Collector Fees	1,069.22	5,500.00	-4,430.78	19.4%
540.04 - Water/Wastewater Operator	0.00	0.00	0.00	0.0%
Total 540 - Professional Fees	18,221.57	78,250.00	-60,028.43	23.3%
550 - General Repair & Maint				
550.01 - Vehicle	546.52	3,000.00	-2,453.48	18.2%
550.02 - Equipment and Tools	0.00	2,000.00	-2,000.00	0.0%
550.03 - Building	62.06	500.00	-437.94	12.4%
550.04 - Supplies	751.18	900.00	-148.82	83.5%
550.05 - New Tools	0.00	0.00	0.00	0.0%
Total 550 - General Repair & Maint	1,359.76	6,400.00	-5,040.24	21.2%
560 - Other				
560.01 - Property/Liability Ins.	71,251.34	56,300.00	14,951.34	126.6%
560.03 - Continuing Education	100.00	2,500.00	-2,400.00	4.0%
560.04 - Annual Fees & Dues	200.00	6,000.00	-5,800.00	3.3%
560.05 - Ads and Publications	2,699.53	2,500.00	199.53	108.0%
560.06 - Miscellaneous	26,906.96	1,500.00	25,406.96	1,793.8%
560.07 - Contingency	10,601.70	125,322.00	-114,720.30	8.5%
Total 560 - Other	111,759.53	194,122.00	-82,362.47	57.6%
Total 500 - GENERAL AND ADMINISTRATIVE	301,439.19	770,907.00	-469,467.81	39.1%
600 - DIRECT WATER EXPENSES				
610 - Chemicals and Filters				
610.01 - Chemicals	33,385.97	83,000.00	-49,614.03	40.2%
610.02 - Miex Resin	0.00	20,000.00	-20,000.00	0.0%
Total 610 - Chemicals and Filters	33,385.97	103,000.00	-69,614.03	32.4%
620 - Laboratory				
620.01 - In House Lab	468.23	2,750.00	-2,281.77	17.0%
620.02 - Outside Lab	248.00	2,200.00	-1,952.00	11.3%
Total 620 - Laboratory	716.23	4,950.00	-4,233.77	14.5%
630 - Regulatory				
630.01 - Permits	0.00	150.00	-150.00	0.0%
Total 630 - Regulatory	0.00	150.00	-150.00	0.0%

Cedar Key Water & Sewer District
Profit & Loss Budget vs. Actual
October 2023 through January 2024

	Oct '23 - ...	Budget	\$ Over B...	% of Bu...
640 · Repairs and Maintenance				
640.01 · Piping and Distribution	1,454.97	20,000.00	-18,545.03	7.3%
640.02 · Equipment	3,926.00	16,000.00	-12,074.00	24.5%
640.03 · Building & Grounds	0.00	4,000.00	-4,000.00	0.0%
640.04 · Water Tower Maintenance	9,198.86	20,000.00	-10,801.14	46.0%
640.05 · Generators Annual Mainte	0.00	2,000.00	-2,000.00	0.0%
640.06 · Water Plant Maintenance	0.00	25,000.00	-25,000.00	0.0%
Total 640 · Repairs and Maintenance	14,579.83	87,000.00	-72,420.17	16.8%
650 · Utilities				
650.01 · Electric	8,056.07	27,500.00	-19,443.93	29.3%
650.02 · Propane	0.00	1,000.00	-1,000.00	0.0%
650.03 · Telephone	2,881.67	1,500.00	1,381.67	192.1%
Total 650 · Utilities	10,937.74	30,000.00	-19,062.26	36.5%
660 · Other				
660.01 · Professional Fees	0.00	10,000.00	-10,000.00	0.0%
660.02 · Engineering-SRF Planning	0.00	0.00	0.00	0.0%
660.04 Prof. Fees- Water Plant	0.00	0.00	0.00	0.0%
660.05 Pilot Study- Water Plant	0.00	0.00	0.00	0.0%
660.20 . Contingency	0.00	0.00	0.00	0.0%
Total 660 · Other	0.00	10,000.00	-10,000.00	0.0%
670 · Capital Expenditures				
670.04 · New Vehicle	0.00	50,000.00	-50,000.00	0.0%
Total 670 · Capital Expenditures	0.00	50,000.00	-50,000.00	0.0%
680 · Loans				
680.07 · DCB - LOC Interest	0.00	0.00	0.00	0.0%
680.05 · RD - Water System Interest	0.00	29,040.00	-29,040.00	0.0%
680.06 · RD-Water System Principal	0.00	20,000.00	-20,000.00	0.0%
Total 680 · Loans	0.00	49,040.00	-49,040.00	0.0%
685.00 · Contingency	0.00	10,000.00	-10,000.00	0.0%
690.1 · Depreciation Water	0.00	0.00	0.00	0.0%
Total 600 · DIRECT WATER EXPENSES	59,619.77	344,140.00	-284,520.23	17.3%
700 · DIRECT WASTEWATER EXPENSES				
710 · Chemicals and Filters				
710.01 · Chemicals	9,735.36	27,500.00	-17,764.64	35.4%
Total 710 · Chemicals and Filters	9,735.36	27,500.00	-17,764.64	35.4%
720 · Laboratory				
720.01 · In House Lab	468.22	0.00	468.22	100.0%
720.02 · Outside Lab	4,153.55	14,100.00	-9,946.45	29.5%
Total 720 · Laboratory	4,621.77	14,100.00	-9,478.23	32.8%
730 · Regulatory				
730.01 · Permits	0.00	1,000.00	-1,000.00	0.0%
730.02 · Biosolids Hauling	12,780.00	85,000.00	-72,220.00	15.0%
Total 730 · Regulatory	12,780.00	86,000.00	-73,220.00	14.9%
740 · Repairs Maintenance Other				
740.01 · Piping & Distribution	44,062.10	30,000.00	14,062.10	146.9%
740.02 · Equipment	4,658.01	30,000.00	-25,341.99	15.5%
740.03 · Building and Grounds	85.00	50,000.00	-49,915.00	0.2%
740.04 · Generator-Annual Maintenance	11,245.25	10,000.00	1,245.25	112.5%
Total 740 · Repairs Maintenance Other	60,050.36	120,000.00	-59,949.64	50.0%

Cedar Key Water & Sewer District
Profit & Loss Budget vs. Actual
 October 2023 through January 2024

	Oct '23 - ...	Budget	\$ Over B...	% of Bu...
750 · Utilities				
750.01 · Electric	9,911.64	35,000.00	-25,088.36	28.3%
750.02 · Propane	0.00	1,800.00	-1,800.00	0.0%
Total 750 · Utilities	9,911.64	36,800.00	-26,888.36	26.9%
760 · Other				
760.01 · Professional Fees -WWTP Permit	0.00	3,500.00	-3,500.00	0.0%
760.02 · Contingency	0.00	10,000.00	-10,000.00	0.0%
Total 760 · Other	0.00	13,500.00	-13,500.00	0.0%
770.000 · DEP Grant Expenses				
770.100 · DEP Sewer Grant - Engineering	83,302.50	0.00	83,302.50	100.0%
Total 770.000 · DEP Grant Expenses	83,302.50	0.00	83,302.50	100.0%
790.1 · Depreciation Sewer	0.00	0.00	0.00	0.0%
Total 700 · DIRECT WASTEWATER EXPEN...	180,401.63	297,900.00	-117,498.37	60.6%
Total Expense	541,716.17	1412947.00	-871,230.83	38.3%
Net Ordinary Income	105,242.44	0.00	105,242.44	100.0%
Net Income	105,242.44	0.00	105,242.44	100.0%

Cedar Key Water & Sewer District Payroll Summary January 2024

	McCain, James E.			TOTAL		
	Hours	Rate	Jan 24	Hours	Rate	Jan 24
Employee Wages, Taxes and Adjustme...						
Gross Pay						
Annual Leave	38.5	42.86	1,650.11	38.50		1,650.11
Holiday Offsite	16	42.86	685.76	16.00		685.76
Holiday Onsite		85.72	0.00			0.00
Overtime		64.29	0.00			0.00
Regular Onsite	89.5	42.86	3,835.97	89.50		3,835.97
Sick Leave	16	42.86	685.76	16.00		685.76
Total Gross Pay	160		6,857.60	160.00		6,857.60
Deductions from Gross Pay						
AFLAC - Accident (Emp)Pre-Tax			-34.08			-34.08
AFLAC - Cancer (Emp)Pre-Tax			-57.60			-57.60
AFLAC - Dental (Emp)Pre-Tax			0.00			0.00
AFLAC - Disability (Emp)			-32.68			-32.68
AFLAC - Hospital (Emp)Pre-Tax			-113.16			-113.16
Life Insurance (Emp)Pre-Tax			-16.08			-16.08
Retirement (401k) (Emp)			-166.84			-166.84
Retirement Loan Repay			-433.16			-433.16
Total Deductions from Gross Pay			-853.60			-853.60
Adjusted Gross Pay	160		6,004.00	160.00		6,004.00
Taxes Withheld						
Federal Withholding			-632.00			-632.00
Medicare Employee			-96.23			-96.23
Social Security Employee			-411.47			-411.47
Medicare Employee Addl Tax			0.00			0.00
Total Taxes Withheld			-1,139.70			-1,139.70
Deductions from Net Pay						
AFLAC - Dental (Spouse)			-48.96			-48.96
Total Deductions from Net Pay			-48.96			-48.96
Net Pay	160		4,815.34	160.00		4,815.34
Employer Taxes and Contributions						
Medicare Company			96.23			96.23
Social Security Company			411.47			411.47
AFLAC - Dental (Co)			49.56			49.56
FLORIDA BLUE GROUP (VISION)			8.28			8.28
Total Employer Taxes and Contributions			565.54			565.54

Insurance 820.00 month x 12 = 9,840.00
Kevin-Tech

vacation 10 * 286.40 =
Sick 9 * 620.00 =
002
Total 19 * 906.40 =

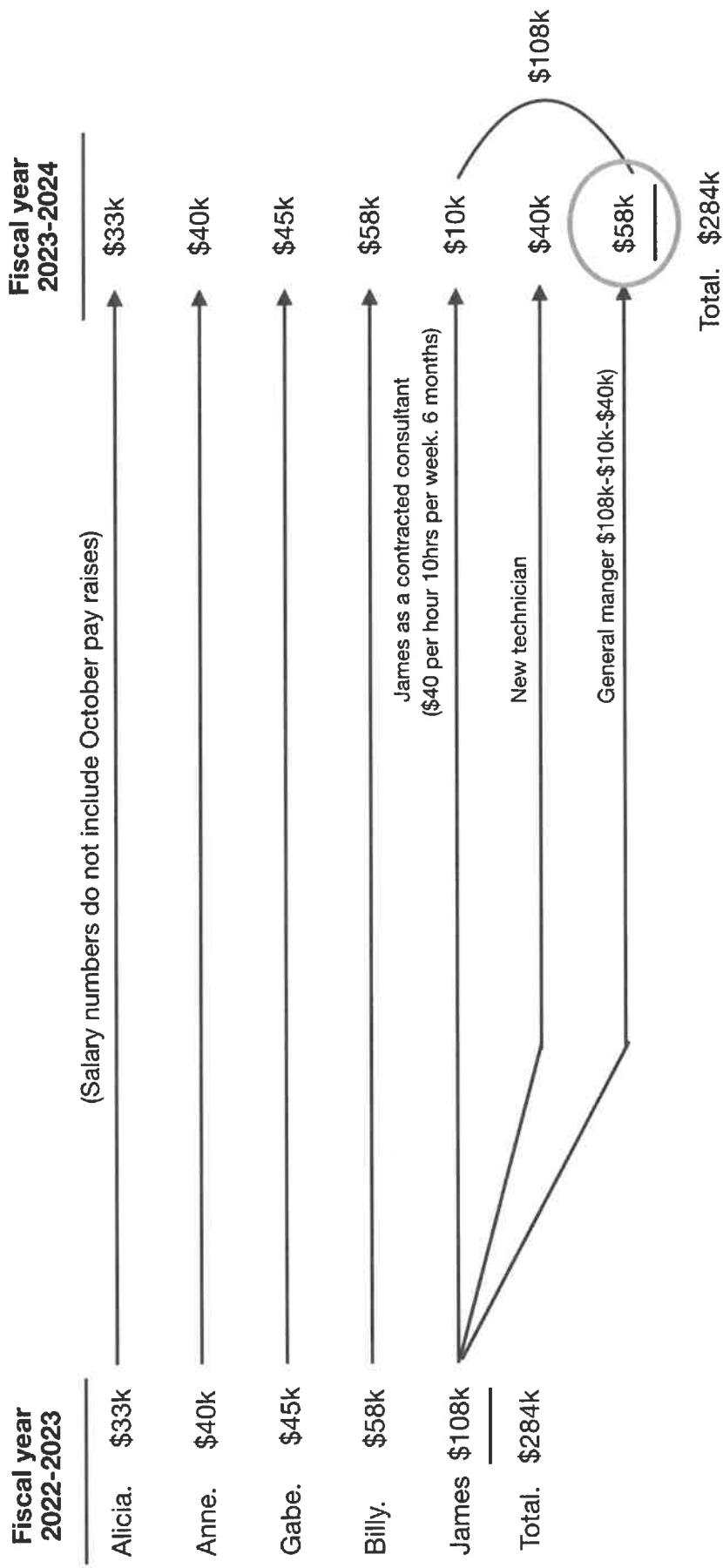
General Manager Salary and Fringe Benefits						
Salary	Retirement (10%)	Social Security / Medicare (7.65%)	Workers Comp (flat fee)	Health Insurance (66 yr old)	Total with Health Insurance	Total without Health Insurance
60000.00	6000.00	4590.00	300.00	19680.00	90570.00	70890.00
65000.00	6500.00	4972.50	300.00	19680.00	96452.50	76772.50
70000.00	7000.00	5355.00	300.00	19680.00	102335.00	82655.00
75000.00	7500.00	5737.50	300.00	19680.00	108217.50	88537.50
80000.00	8000.00	6120.00	300.00	19680.00	114100.00	94420.00
85000.00	8500.00	6502.50	300.00	19680.00	119982.50	100302.50
89149.00	8914.90	6819.90	300.00	19680.00	124863.80	105183.80
90000.00	9000.00	6885.00	300.00	19680.00	125865.00	106185.00
95000.00	9500.00	7267.50	300.00	19680.00	131747.50	112067.50

Field Technician Salary and Fringe Benefits					
Wage (\$/hr)	Salary	Retirement (10%)	Social Security / Medicare (7.65%)	Workers Comp (flat fee)	Total with Health Insurance
16.00	33280.00	3328.00	2545.92	300.00	9840.00
16.50	34320.00	3432.00	2625.48	300.00	9840.00
17.00	35360.00	3536.00	2705.04	300.00	9840.00

As of 1/31/24, \$10286 (vacation) and \$9620 (sick) owed James upon retirement, total = \$19906

James weekly salary plus fringe = \$2401

How much can we pay new general manager if we keep same salary cap as last year



Paying new general manager more than \$58k would require finding new source of funds

This is only an example of the thought process

