

RFQ2026-008: ENGINEER SERVICES FOR ASSESSMENT, DESIGN, PERMITTING, BID TECHNICAL ASSISTANCE, CEI CONSTRUCTION OF NEW TOTAL ORGANIC CARBON (TOC) WATER SYSTEM MITIGATION PROJECT

Administered by the Florida Department of Environmental Protection and Federally Funded by Supplemental Appropriation for Helen and Milton (SAHM)

RFP2026-006 Release Date: August 7, 2026 – September 10, 2026

Each Proposal should be prepared simply, with concise delineations of the firm's capabilities to satisfy the requirements of this Request for Proposals. Include all required information and forms below.

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Section I: Administrative Information and Procurement

A. GENERAL DESCRIPTION OF PROJECT

The City of Apalachicola was awarded \$15,525,610 under the Florida Department of Environmental Protection (FEPFDEP SAHM/Drinking Water State Revolving Fund (DWSRF). This project has 100% Loan Forgiveness and is considered a grant but strict adherence to federal and state rules and procedures is required. While the City of Apalachicola is currently managing this project, this project will be transferred to the independent special district, Apalachicola Water and Sewer District administrative framework during the life of the contract. All infrastructure work must be fully closed-out and reimbursed by December 15, 2031, and there are absolutely no extensions. The project is a multi-layer, comprehensive project with 5 distinct Engineering Phases: assessments, design, engineering, permitting and CEI services for construction. Apalachicola's unique ground and surface water interaction risks high disinfection by-product (DBP) formation, requiring targeted treatment updates. This project will result in the construction of a Total Organic Carbon (TOC) treatment system, along with disinfection improvements, to enhance water quality, better regulate adequate chlorine residual in the distribution system, mitigate taste and odor complaints, reduce harmful disinfection byproducts, ensure compliance with regulatory standards. This project, in conjunction with construction of a new, municipal well and regular well maintenance and rehabilitation, will mitigate future risks by enhancing the resilience, reliability, and regulatory compliance of the area's drinking water infrastructure.

B. INFORMATION TO BIDDERS (Florida Department of Environmental Protection and Supplemental Appropriation Helen and Milton Requirements (SAHM)

This contract will be paid for in whole using FDEP State Revolving Fund (SRF) through SAHM funding for a new well in Apalachicola. This RFP for engineering services must comply with Chapter 287.055, Florida Statutes (CCNA) and specific SRF federal/state provisions.

Because this project is utilizing state and federal SRF/SAHM grant funds, the FDEP requires the following mandatory clauses in the professional engineer services agreement:

Florida Single Audit Act / Access to Records: The Consultant shall permit the Department, the Comptroller of the State of Florida, or the U.S. Environmental Protection Agency (EPA), or their authorized representatives, access to all books, documents, papers, and records of the Consultant which are directly pertinent to this project for the purpose of making audit, examination, excerpts, and transcriptions.

Violating Facilities: The Consultant agrees to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

EEO Compliance: The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.

Consultants must be licensed to practice professional consulting services in the State of Florida. The engineer overseeing the construction must be a Professional Engineer (PE) registered in the State of Florida.

The Consultant must comply with the Disadvantaged Business Enterprise (DBE) requirements. The Consultant agrees to make a good faith effort to utilize minority and women-owned business enterprises (M/WBE) for subcontracting and services.

Florida Statutes Chapter 119-Sunshine Law: All documents and records made or received in conjunction with official state or municipal business are public records available for inspection and copying upon request.

C. PROPOSAL REQUIREMENTS AND SCORING

Ranking and selection will be based on the following categories so please address each section in your proposal.

30 Points: Firm Qualifications, Personnel Qualifications, and Technical Capability. Highlight the firm's history, size, and specific experience with municipal water infrastructure. Address the previously discussed five (5) Phases. Address the Qualifications of the Project Manager and Key Professional Personnel. This criterion measures the ability of professional team personnel as shown by their level of experience on projects of similar type, size, and complexity. This criterion measures how well the team is staffed to address all facets of the project. Qualifications, professional engineering (PE) licensing in Florida, and specific technical experience of the assigned project staff.

30 Points: Past Performance, Reference Checks, Experience with FDEP and State Revolving Funds and similar programs. This criterion measures the professional team's experience with projects similar in size, type, and

complexity as this project. Proposals should include no fewer than three (3) and no more than five (5) references from previous clients.

25 points: Project Approach and Schedule Realism and the Soundness of the engineering strategy for the TOC Water System Mitigation Project and ability to meet the non-extendable SAHM close-out schedule. All work and all reimbursements must be 100% complete prior to 12/15/31.

15 Points: Recent, Current, and Projected Workloads of the Firm to measure the team's proposed resources for the project and their availability to complete all elements of this project with regards to the closeout of recent work, current workload, and projected projects that could impact the completion of this project.

Extra 5 Points: M/WBE and Federal Compliance Commitment. The City of Apalachicola is committed to promoting diversity, equity, and inclusion in its procurement process. Extra evaluation points will be awarded to certified diverse business enterprises with eligible groups include Minority-Owned Business Enterprises (MBE), Women-Owned Business Enterprises (WBE), and Veteran-Owned Business Enterprises (VOBE). Certification Requirements: To qualify for diversity evaluation points, the bidder must substantiate their status at the time of proposal submission. Self-certification is not accepted. Bidders must provide a valid, current copy of their certification from an approved agency.

*A maximum of 105 points may be obtained per proposal.

D. EVALUATION OF PROPOSAL GUIDELINES

Evaluation of proposals shall be conducted in accordance with the following policies: The City Manager shall determine the Evaluation Group to best serve the City. Members of the Evaluation Group are prohibited from discussing a project with any professional or professional firm that may submit a proposal during the procurement process, except in formal meetings. Only written responses of statements of qualifications, performance data, or other data received by the publicized submission time and date shall be evaluated.

City will only award contracts to respondents that possess the ability to perform successfully under the terms and conditions specific to the proposed procurement. When making such a determination, the City may consider factors including, but not limited to: record of past performance, strength of financial and technical resources, integrity, and compliance with public policy.

The City may hold formal presentations/interviews with firms prior to final ranking. The Evaluation Group shall use the ordinal process to rank the firms. The respondents shall be listed in order of preference. The list of best-qualified respondents shall be forwarded to the City Manager and/or City Commission for approval prior to beginning contract negotiations.

The City shall negotiate a contract with the firm considered to be the most qualified to provide the services at compensation and upon terms which the Negotiator(s) determines to be fair and reasonable to the City. In making this decision, the Negotiator(s) will consider the estimated value, the scope, the complexity, and the professional nature of services to be rendered. Should the Negotiator(s) be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, negotiations with that firm may be formally terminated. The Negotiator(s) shall then undertake negotiations with the second most qualified firm. Failing with the second most qualified firm, the Negotiator(s) may formally terminate negotiations and may then undertake negotiations with the third most qualified firm. Should the Negotiator(s) be unable to negotiate a satisfactory contract with any of the selected firms, the Selection Group may select additional firms in order of their competence and qualifications, and the Negotiator(s) may continue negotiations in accordance with City of Apalachicola Procurement and Purchasing Policies until an agreement is reached or until a determination has been made not to contract for such services. Notwithstanding the foregoing, this section shall not be construed in a manner that would conflict with rejection of the RFP.

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

Cone of silence/Prohibition on Communications: To ensure fair consideration and consistent and accurate dissemination of information for all proposers, the City prohibits communication to or with any department, employee, or agent evaluating or considering proposals during the submission process, except as authorized by the City's Procurement Division representative. Additionally, the City prohibits communication initiated by a proposer to any city official or employee by evaluating or considering the proposals (up to and including the City Commissioners) before the time an award decision has been made. Any

communication between a proposer and the City required to obtain information or clarification for preparing a proposal or to enable accurate evaluation of a proposal will be handled solely through the Procurement Division staff as the single point of contact. Any communications initiated between the proposer and the City outside these parameters may be grounds for disqualifying the offending proposer from consideration for award and/or any future proposal. During the Cone of Silence, no person may lobby on behalf of a competing party in a particular procurement process. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred. The Cone of Silence is the period between the issue date of the procurement and the time the City awards a contract.

E. CONTRACTOR'S LETTER OF INTEREST

(Template below or one of their own containing below information)

[Engineer Letterhead]

[Date]

[Name of Municipal Official or Procurement Director]

[Title] [Municipality Name] [Address]

Subject: Letter of Interest –RFP Reference Number: RFP2026-008

Dear [Name of Contact],

[Company Name] is pleased to submit this Letter of Interest in response to the Municipality of Apalachicola's Request for Proposals 2026-008 Engineering Services. Our team is highly qualified, properly licensed in the State of Florida, and fully prepared to execute the scope of work as outlined in the solicitation. We have reviewed all RFP documents, addenda, and FDEP SAHM program requirements. By submitting this letter, we acknowledge and agree to the following:

Compliance: If selected, we will comply with all federal and Florida state statutes regulating SAHM funds.

Accuracy: All representations, facts, and figures submitted in our proposal are true, accurate, and complete.

No Collusion: We certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. We look forward to the opportunity to discuss our qualifications and methodology for this project.

Please direct any further correspondence or addenda to [Contact Person, Email, Phone Number].

Sincerely, (Authorized Signature)

[Printed Name]

[Title] [Company Name]

F. RFP DEFINITIONS

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

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

Verbal Instructions: No negotiations, decisions, or actions shall be initiated or executed by the firm because of any discussions with any City employee. Only those communications from firms, which are signed and in writing, will be recognized by the City as duly authorized expressions on behalf of the firm. All communication with City Commissioners or City staff other than the City Manager is prohibited during the time of RFP advertising.

Signed Letter of Interest: An Engineer's signed Letter of Interest (LOI) serves as formal intent to bid. It confirms the contractor meets federal and state qualifications and must include specific compliance certifications.

Signed Proposal: A signed proposal form for an RFP (Request for Proposal) is the official, binding signature page required by a government entity. It verifies that you agree to all the terms in the solicitation, certify that your bid is legitimate and collusion-free, and legally commit your company to your proposed pricing and services.

Transactions and Conveyances of Corporate Identification: This form is used to identity and structural verification documents for businesses. It does not involve "conveying" or selling your business; rather, it collects precise legal details about your corporation so that any future transaction agreements, purchase orders, or contracts can be drafted with flawless legal accuracy

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

Engineer Evidence and Proof of Florida Licenses/Certifications: In a Florida Request for Proposal (RFP), Engineer Evidence and State of Florida Proof of Licenses/Certifications is a required documentation section verifying your business is legally qualified and authorized to perform the proposed scope of work. It ensures you comply with Florida Statutes and local ordinances.

Certification of Bidder Equal Opportunity: A Certification of Bidder Equal Opportunity is a mandatory document included in Florida Requests for Proposal (RFPs). By signing it, the vendor formally warrants they are an Equal Employment Opportunity (EEO) employer and will not discriminate in employment, upgrading, demotion, recruitment, or compensation based on race, color, religion, sex, or national origin. For local government contracts, especially those utilizing federal funding (SAHM Grants)—this certification ensures that public funds are not used to support discriminatory hiring or workplace practices. It is primarily implemented to comply with federal requirements.

Drug-Free Workplace: Bidder must complete the City's Drug Free Workplace Certification form, attached and made a part of the RFP.

Anti-Collusion Clause: An anti-collusion clause in a Florida Request for Proposal (RFP) is a mandatory legal statement that ensures your bid is completely independent. It acts as a sworn guarantee to the government entity that your company has not communicated, consulted, or conspired with any other competitors to manipulate pricing or restrict fair competition.

Byrd Anti-Lobbying Amendment: This certification is a federal requirement mandating that contractors receiving federal funds over \$100,000 verify they have not used—and will not use—appropriated federal funds to lobby Congress or federal agencies to win the contract.

E-Verify Compliance: E-Verify compliance for a Florida Request for Proposal (RFP) means that any contractor bidding on a public project or contract with a Florida government entity must be enrolled in the federal E Verify system to confirm the employment eligibility of all new hires.

Debarment Notice: Bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a City official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996).

Federal and State Conflict of Interest and Disclosure Statement: This statement is a mandatory government form required by Florida and U.S. HUD regulations. It requires individuals and businesses to disclose any personal, business, or financial relationships with public officials that could improperly influence the awarding or execution of a CDBG-funded contract.

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

Protest: RFP protests arising shall be resolved in accordance with the City of Apalachicola Procurement and Purchasing Policies.

G. INSURANCE REQUIREMENTS

Bidder shall provide, pay for, and maintain, with companies satisfactory to the City, the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida. Prior to execution of a contract, the insurance coverage and limits required must be provided by properly executed Certificates of Insurance on forms which are acceptable to the City. The Certificates must be personally, manually signed by the Authorized Representatives of the insurance company/companies shown on the Certificates with proof that he/she is an authorized representative thereof. In addition, certified, true, and exact copies of all insurance policies required shall be provided to the City, on a timely basis, if required by the City. These Certificates and policies contain provisions that thirty (30) days' written notice by registered or certified mail shall be given the City of any cancellation, intent not to renew, or reduction in the policies' coverages, except in the application of the Aggregate Limits Provisions. In the event of a reduction in the Aggregate Limit of any policy, the Bidder shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. All insurance coverage of the Bidder shall be primary to any insurance or self-insurance program carried out by the City applicable to this Project.

The acceptance by the City of any Certificate of Insurance evidence of the insurance coverages and limits required in this Contract does not constitute approval or agreement by the City that the insurance requirements have been met or that the insurance policies shown on the Certificates of Insurance are following the requirements of this Contract. Before starting and until acceptance of the work by the City, Bidder shall maintain insurance of the types and to the limits specified below. Bidder shall require each of its subcontractors to procure and maintain, until the completion of that subcontractor's or sub-subcontractor's work, insurance of the types and to the limits specified below, unless such insurance requirement for the subcontractor or sub-subcontractor is expressly waived in writing by the City. Said waiver shall not be unreasonably withheld upon Bidder representing in writing to the City that Bidder's existing coverage includes and covers the subcontractors and sub-subcontractors for which a waiver is sought, and that such coverage is in conformance with the types and limits of insurance specified below. All liability insurance policies, other than the Professional Liability, Worker's Compensation and Employers' Liability policies, obtained by Bidder to meet the requirements of this Contract shall name the City as an additional insured as to the operations of the Bidder under this Contract and the Contract Documents and shall contain severability of interest provisions.

If any insurance provided pursuant to this Contract expires prior to the completion of the work, renewal Certificates of Insurance and, if requested by the City, certified, true copies of the renewal policies shall be furnished by the Contractor thirty (30) days prior to the date of expiration. Should at any time the Bidder not maintain the insurance coverage required in this Contract, the City may cancel this Contract or at its sole discretion shall be authorized to purchase such coverage and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Contract. Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the City's Representative prior to the commencement of the work. Bidder shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the City's Representative, nor shall the Bidder allow any subcontractor to commence work on its sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

Policies shall be issued by companies authorized to do business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A.M. Best rating of A- or better. Required Insurance: 1. Workers' Compensation insurance as required by the State of Florida. 2. Employers Liability Insurance with limits of \$1,000,000 per Accident, \$1,000,000 Occupational Disease for each employee. 3. Comprehensive business automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, hired, or non owned vehicles, with minimum limits of \$1,000,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be \$500,000 per person, \$500,000 per occurrence, \$25,000 property damage. 4. Commercial general liability covering claims for injuries to members of the public or damage to property of others arising out of any covered act or omission of the Contractor or any of its employees, agents, or subcontractors or sub-Engineers, including Premises and/or Operations, Independent Contractors, Broad Form Property Damage, and a Contractual Liability Endorsement with \$300,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be \$100,000 per person, \$300,000 per occurrence, \$50,000 property damage. 5. The City shall be named as an additional insured with respect to Contractor's liabilities hereunder in insurance coverages identified for comprehensive business automobile and vehicle liability insurance and commercial general liability. The City and its officials, employees, agents, and volunteers are to be covered as an additional

insured with an Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage in respects to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, agents, and volunteers. The City reserves the right to request any other insurance coverage it deems necessary depending upon the exposures. The Contractor, and its insurance carrier, waives all subrogation rights against the City and its officials, employees, agents, and volunteers for all losses or damage which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. The City requires all policies to be endorsed with a Waiver of our Right to Recover from others or equivalent.

Section II: Required Forms and Certifications

Form 1: Proposal Form (Template)

City of Apalachicola 1 Bay Avenue Apalachicola, Florida 32320

Date: _____

Commissioners: The undersigned Company, which herein may be referred to as “Proposer,” “Contractor” or “Firm,” having reviewed the scope of services requested and familiarized himself with the local conditions, nature of the work, and having carefully developed an acceptable method of providing services as described herein, and having carefully examined the terms of this RFP, shall furnish all materials, labor, services, and any other items for the proper execution of contracts for RFP 2026-008.

(TO BE COMPLETED BY PROPOSER) ADDENDA Acknowledgment is hereby made of receipt of the following addenda issued during the proposal period:

Addendum No. ____ Date: _____

Addendum No. ____ Date: _____

Addendum No. ____ Date: _____

Addendum No. ____ Date: _____

SEAL IF PROPOSAL IS BY CORPORATION State of Florida (or other State) Department of State Certificate – Document Number:

Proposer: _____

By: _____

Occupational License No.: _____

Signature: _____

NOTE: By signing and submitting this Proposal for consideration by the City Commissioners of the City of Apalachicola, the vendor acknowledges that they have read, understand, and agree to all aspects of the specifications as presented without reservation, exception, or alteration.

Form 2: Transactions and Conveyances of Corporate Identification

The following information will be provided to the City Attorney for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One) Is this a Florida Corporation: Yes / No

If not a Florida Corporation, in what state was it created:

Name as spelled in that State: _____

What kind of corporation is it: "For Profit" / "Not for Profit"

Is it in good standing: Yes / No _____

Authorized to transact business in Florida: Yes / No

State of Florida Department of State or other State Certificate of City Document No.:

Does it use a registered fictitious name: Yes / No

Names of Officers: President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

Director: _____

Director: _____

Other: _____

Other: _____

Name of Corporation (As used in Florida-Spelled exactly as it is registered with the State of Florida or Federal Governemnt)

Corporate Address: _____

Post Office Box: _____

City, State, Zip: _____

Street Address: _____

City, State, Zip: _____

Corporate Identification Federal Identification Number:

(For all instruments to be recorded, taxpayer's identification is needed) Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, the Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. The Awarded Firm shall submit a copy of the resolution together with the contract executed to the City Attorney's Office.) (Spelled exactly as it would appear on the instrument) Title of the individual named above who will sign on behalf of the company:

Form 3: Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes on Public Entity Crimes

This sworn statement is submitted to the City of Apalachicola.

By (print name of individual 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: _____

1. 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 or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

2. 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 jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means: • A predecessor or successor of a person convicted of a public entity crime; or • 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.

4. 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 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, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 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.

STATE OF: _____

COUNTY OF: _____

**Subscribed and sworn to before me this _____ day of _____, 20____, by
_____ who personally appeared before me at the time
of notarization, and who is personally known to me or who has produced
_____ as identification.**

Notary Public Signature and Date: _____

Form 4: Engineer Evidence of License

All firms preparing plans and specifications for Engineering Services must hold a State of Florida active Professional Engineering License registered with the Florida Board of Professional Engineers.

NAME OF COMPANY _____

ADDRESS OF COMPANY _____

PHONE NUMBER OF COMPANY _____

**COMPANY CONTACT
PERSON** _____

**PROFESSIONAL ENGINEER'S CURRENT LICENSE
NUMBER** _____

ISSUING AGENCY STATE OF FLORIDA EXPIRATION DATE

Form 5: Certification of Bidder Regarding Equal Employment

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 on behalf of the undersigned to any person for influencing or attempting to influence an officer, or an 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. 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of ny 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 instruction. 3) The undersigned shall require that the language of the certification be included in the award documents and the subaward documents at all tiers (including subcontracts, subgrants, and contracts under grants, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Grant: FDEP SAHM Design and Plan Engineering Services for a TOC Water System Mitigation Project

Name, Date, and Title of Signer _____

Form 6: Drug-Free Workplace Certification

CITY OF APALACHICOLA Drug-Free Workplace - Preference will be given to businesses with drug-free workplace programs. Whenever two or more submittals, which are equal with respect to price, quality, and service, are received by the County for the procurement of commodities or contractual services, a submittal 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 bids will be followed if none of the tied firms have a drug-free workplace program. To have a drug-free workplace program, a business shall: 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. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1). 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 Bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction. Impose a sanction on or require satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted. 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 the following: (Check one and sign in the space provided.)

This firm complies fully with the above requirements. _____

This firm does not have a drug free workplace program currently. _____

Name of Firm: _____

Authorizing Official Signature: _____

Date: _____

Form 7: Anti-Collusion Clause

CITY OF APALACHICOLA ANTI-COLLUSION CLAUSE Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

Form 8: City of Apalachicola Byrd Anti-Lobbying Amendment Certification

This form is for a federal lobbying certification, affirming that no federal funds have been or will be used for lobbying, and outlines requirements for disclosure and penalties related to lobbying activities. Byrd Anti-Lobbying Certification Statement
The undersigned certifies that no federal appropriated funds have been paid or will be paid to influence officers/employees of any agency, Member of Congress, or congressional employee regarding the award of federal contracts, grants, loans, or cooperative agreements. If non-federal funds are used for such lobbying, the undersigned must submit Standard Form LLL, "Disclosure Form to Report Lobbying". The undersigned shall include this certification language in all lower-tier sub-awards, requiring all sub-recipients to certify and disclose accordingly. This certification is a material representation of fact, with failures subject to civil penalties between \$10,000 and \$100,000.

Project Name / Contract Number:

Organization Name:

Printed Name and Title:

Signature: _____

Date: _____

Certified by: _____

Form 9: E-Verify Compliance (Please use this format to certify compliance with E-Verify Program)

(Company Letterhead)

(Current Date)

City of Apalachicola

1 Bay Avenue Apalachicola, FL 32320

Re: Compliance with E-Verify Program Project No.: _____

Project Name: _____

To the City of Apalachicola: Please accept this letter as certification that (Company Name) does not knowingly employ or contract with any workers without authorization and has not or will not knowingly enter into a contract with any subcontractor that fails to certify to us that they do not knowingly employ or contract with any workers without authorization.

(Company Name) participates in or has applied for participation in the E-Verify Program created by Public Law 208, 104th Congress, as administered by the United States Department of Homeland Security.

Regards,

Company's Authorized Signature Signer's Title (Must be Managing Member for LLC or President, Secretary, Vice President for Corporation)

Form 10: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

By signing and submitting this proposal, the prospective provider/vendor certifies to the best of its knowledge and belief that neither it, nor its principals:

1. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State, or Local department or agency.

2. Has not within a three-year period preceding this proposal 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.

3. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification.

4. Has not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
Where the prospective provider is unable to certify any of the statements in this certification, such prospective provider shall attach an explanation to this proposal.

SIGNATURE BLOCK Respondent / Company Name: _____

Name and Title of Authorized Representative: _____

Signature: _____

Date: _____

Form 11: Conflict of Interest and Disclosure Statement

This statement certifies participation in federally funded programs, including statements regarding debarment, fraud, and conflicts of interest. It mandates the disclosure of any inability to certify, provides a signature block for authentication, and details strict conflict of interest and procurement integrity policies for all SAHM funded grant programs. The document emphasizes transparency, ethical standards, and the need for disclosure of potential conflicts or exceptions to ensure compliance with federal and state regulations.

Federal Grant Program: Supplemental Appropriation Helene and Milton (SAHM)

Applicant/Beneficiary Name: _____

The undersigned, acting on behalf of [Insert Entity Name], acknowledges the strict conflict of interest policies.

1. Prohibited Interests Persons in decision-making positions, their families, or business partners cannot hold financial interests in SAHM-assisted activities during their tenure and for one year thereafter.

2. Disclosure of Potential Conflicts-Initial as applicable

NO CONFLICT: To the best of my knowledge, no person described in Section 1 has a financial interest or benefit in the SAHM program. ☐

POTENTIAL CONFLICT: I hereby disclose the following potential conflict(s):

Name/Role: _____

Nature of Conflict: _____

(If checked, a formal Exception Request must be attached per 24 CFR § 570.611(d).

3. Procurement Integrity Procurements for this program will be conducted fairly, with no prohibited gifts or favors accepted.

4. Certification and Acknowledgement I understand that failure to disclose conflicts or adhere to regulations may result in fund repayment or debarment.

Signature: _____ **Date:** _____

Form 12: Certification of Non-Segregated Facilities

CERTIFICATION OF NON-SEGREGATED FACILITIES

Project Name / RFP Number: M0034 2026-008 SAHM TOC Water System Mitigation Project

Company Name: [Insert Company Legal Name]

Company Address: [Insert Address]

The contractor/proposer certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The proposer agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or otherwise. The proposer further agrees that (except where they have obtained identical certifications from proposed subcontractors for specific time periods) they will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

Form 13: Indemnification and Hold Harmless Statement

INDEMNIFICATION AND HOLD HARMLESS The Respondent (hereinafter referred to as the "Contractor") shall defend, indemnify, and hold harmless the [Insert Name of City/County] (hereinafter referred to as the "Local Government"), its officers, agents, and employees, from and against any and all claims, liabilities, losses, damages, costs, and expenses, including reasonable attorney's fees and costs of defense at both trial and appellate levels, arising out of, resulting from, or in connection with the performance of work, services, or duties described in this Request for Proposals (RFP) and any resulting contract. This indemnification obligation applies to any injury to or death of any person, or damage to or destruction of any property, caused in whole or in part by any intentional act, omission, negligence, recklessness, or wrongful misconduct of the Contractor, its subcontractors, materialmen, agents, or employees in the execution of SAHM-funded activities. The Contractor further agrees to indemnify and hold the Local Government and the Florida Department of Environmental Protection harmless from any financial loss, disallowed costs, or audit exceptions resulting from the Contractor's failure to comply with federal, state, or local program regulations, guidelines, and statutory requirements. This indemnification and hold harmless provision shall survive the expiration, termination, or completion of the contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.

Contractor Name: _____

Signature: _____

Printed Name & Title: _____

Date: _____

WITNESSES: Printed Name/Date: _____

Title: _____

Print Name/Date: _____

Title: _____

Print Name/Date: _____

Title: _____

Date: _____

STATE OF FLORIDA COUNTY OF _____ The foregoing instrument was acknowledged before me, a Notary Public, by means of physical presence or ☐ ☐ online notarization this ____ day of _____, 20____, by , as _____ of _____, a _____, on behalf of said _____, who is personally known to me or ☐ has produced (type of identification) as identification.

Notary Public Printed Name:

My Commission Expires: