

**City of DeLand, Florida**  
**Request for Qualifications:**  
**Professional Mechanical Engineering and Other Energy Conservation Related**  
**Services, City of DeLand Energy Efficiency Conservation Block Grant**

Pursuant to the Consultant's Competitive Negotiation Act, Florida Statute 287.055, the City of DeLand hereby requests expression of interest and statement of qualifications submittals from firms or individuals interested in performing professional consulting engineering and related services in connection with design, permitting and construction of miscellaneous energy improvement projects at City of DeLand facilities. Funding for professional services and improvements to be constructed will be provided via an Energy Efficiency Conservation Block Grant/State Energy Program Grant (EECBG/SEP) recently received by the City of DeLand. Services may include but will not necessarily be limited to investigation of existing system condition and performance, design of proposed improvements such as installation of new energy management systems, HVAC improvement or replacement, window and door replacement, insulation improvements and provision of facilities for electric cars. Construction phase professional services may also be required, incidental to design services.

Consultants shall comply with all applicable United States Department of Energy and State of Florida requirements, including Equal Employment Opportunity requirements, DBE participation and Davis-Bacon minimum wage requirements. Please refer to Attachment A: Federal Funding Provisions for further detail. Any contract awarded pursuant to this procurement will require compliance with applicable requirements set forth by the American Recovery and Reinvestment Act of 2009 (ARRA; Public Law 111-5).

Interested firms shall submit ten (10) copies of all materials indicating their qualifications, previous experience, key personnel and project approach no later than **Friday March 11, 2011 at 3:00 PM** local time. Sealed submittals shall be sent or delivered to the Office of the City Engineer, 1102 South Garfield Avenue, DeLand, Florida 32724; phone number (386) 626-7197 and email address [rigerk@deland.org](mailto:rigerk@deland.org). Additional information may be obtained from the Office of the City Engineer. No proposals shall be accepted by means of FAX transmission or via e-mail; all proposals shall be either delivered by hand or transmitted via common carrier.

The City reserves the right to reject any and all submittals and to select any individual or firm which, in its sole judgment, believes is the best responsive party to perform the work required. More than one firm or individual may be selected. No firm or individual will be compensated for this submittal, subsequent presentation interview or for work performed in competitive negotiations.

**RFQ Documents for Proposers**  
**City of DeLand, Florida**  
**Professional Mechanical Engineering and Other Energy Conservation Related**  
**Services, City of DeLand Energy Efficiency Conservation Block Grant**

The City is interested in hiring, via the Consultants Competitive Negotiation Act process (FS 287.055), a professional consulting engineering firm to perform services in connection with the City's Energy Efficiency Conservation Block Grant Project. Services performed for this project are anticipated to include investigation and evaluation of existing systems including current energy consumption in comparison with state-of-the-art high efficiency equipment available, preparation of plans, specifications and bid documents for replacement equipment, bid and award phase assistance, administrative and construction phase consulting services, commissioning and acceptance services.

**I. General Scope of Work**

The following is provided as a general guide to illustrate the nature and scope of work. Actual locations and nature of work performed is subject to the terms and requirements of Grant Agreement ARS026 (City of DeLand EECBG/SEP Grant Agreement):

Energy Management System Upgrade or Installation – locations include City Hall (upgrades), Police Station, Fire Stations (three locations), Sanborn Center, Dreggors Museum (Old Memorial Hospital Complex on Stone Street), Lemon Building, Fish Building, Chess Park Fountain, Chisholm Park Gym.

HVAC, Window, Insulation and Miscellaneous Improvements

City-Wide - light switch and occupancy sensors

Police Station – replace 25-ton rooftop chiller

Fire Station #81 – install inverters and tankless water heaters

Sanborn Center – replace sliding doors and A/C units

Dreggors Museum (Old Memorial Hospital Complex on Stone Street) - install new windows, upgrade mechanical rooms, install insulation.

Lemon Building – install insulation and replace HVAC.

Fish Multiuse Building – install insulation and replace HVAC.

Chisholm Park Gym – replace HVAC and install insulation.

**II. RFQ Submittal Requirements**

Ten (10) copies of all materials must be submitted by the date and time indicated in these procurement documents. Please format your submittal as follows:

- A. *Letter of Introduction* – Please include a Letter of Introduction and include the name and address of the firm and indicate whether the respondent is a subsidiary, individual, partnership, corporation, or joint venture. Name the person or persons authorized to make representation for the respondent and give addresses and telephone numbers for

same. If this proposal is a joint venture or involves subcontracting, this should be so stated and all parties must be identified. The letter must be signed by an individual, partner or officer of the organization who is authorized to bind the organization.

- B. *Table of Contents* – Please provide a Table of Contents for material included in the submittal.
- C. *Business Experience and Qualifications* – Please furnish such information concerning the firm’s finances, facilities, personnel and experience necessary to determine its responsibility and competency to execute the work covered in the submittal. Include the following:
  - 1. The number of years the respondent has been in the consulting engineering business.
  - 2. List of recent clients and projects similar to those contemplated by the City of DeLand. Summarize the projects relative to length, status and provide contracts. Include the names, addresses, telephone number and email address for key contact personnel for clients served.
  - 3. Listing of key personnel who have worked on these projects and are expected to work on City of DeLand projects along with résumés detailing their related experience.
  - 4. List other key personnel, technical consultants and subcontractor firms employed (or to be retained by) the respondent to be involved with this project, along with a detailed description of their role in this project.
  - 5. Standard Forms 254 and 255.
  - 6. Evidence of financial and insurance status. Provide information on the firm’s insurance status including typical certificates of insurance for general liability, workers compensation and professional liability.
  - 7. The total numbers of full time employees in the firm, nationally and locally.
  - 8. Provide EEO information, as applicable.
- D. *Acceptance of Conditions of RFQ*- The proposer shall specifically indicate acceptance of the following conditions and requirements:
  - 1. *Applicable Insurance Required* – Firm agrees to obtain and maintain liability, workers compensation and errors and omissions insurance (indicate limits of liability and deductibles proposed for business with the City of DeLand).
  - 2. *Further Information* – The City has the right to ask for further information from the respondent, either in writing or orally, and requests will be addressed to that person or these persons authorized by the respondent to represent same.
  - 3. *Public Information* – The City of DeLand is a public agency and, as such, is bound by the Florida Public Records Act. The act specifies that virtually all written information is in the public domain and available to any person requesting it unless the information qualifies as an exception to the act or is otherwise exempt under federal or state law. Any written information as defined by the act is provided to the City pursuant to the RFQ or any ensuing contract for services and materials will be

considered in the public domain. Proposers therefore agree that at any time that the respondent's written materials may be in the City's possession, the respondent shall make no demand or request that the City take a legal position in regard to such materials that, in the City's sole discretion, is contrary to the act or any other Florida law.

4. *Adherence to Terms and Conditions of this Procurement* – Respondents must adhere to the terms and conditions of these proposal documents, subject to the exception process incorporated herein.
- E. Submissions will be opened immediately after the proposal due date and time by city staff. The public and any interested parties may attend the proposal opening, but may not immediately review submitted proposals. The names of respondents only will be read aloud at the time of opening. All proposals, to the maximum extent provided under state law, will become public records no later than the date of award of any contract resulting from this CCNA RFQ process.
- F. Responses and attachments shall be enclosed in sealed envelopes and shall be appropriately addressed. Proposals shall be clearly identified on the outside of the sealed envelope.
- G. Proposals must completely follow the requirements of this RFQ. Proposers must follow the format of this RFQ and structure their responses to follow the sequence of this RFQ. City staff will evaluate the proposals received, based on responsiveness to the stated evaluation criteria. Incomplete proposals may be disqualified; incomplete proposals will receive a reduced evaluation score at a minimum.
- H. Proposers must identify any exceptions taken to proposal documents at the time of response in writing. Silence on the part of the proposer is deemed as compliance with all stated conditions. In the event exceptions are identified, the exceptions will be reviewed. Proposer's desire to take exception to a non-negotiable item may result in disqualification. Non-negotiable items are those mandated, required, or specified under local, state, or federal law (e.g. workers compensation coverage) or are integral to the deliverables proposed herein.

### **III. Written Requests for Clarifications or Interpretations**

No oral interpretations will be made to any interested firm with respect to the meaning of the specifications of the proposal documents. All questions pertaining to the terms and conditions of the proposal documents, or the scope of work herein, must be sent in writing (e-mail, facsimile, or regular mail) no later than the deadline specified in the proposal documents. As appropriate, a written addendum may be issued to clarify items with the proposal documents. Questions received after the deadline shall not receive a response.

#### **IV. Rights of the City of DeLand in the Proposal Process**

In addition to all other rights retained by the City of DeLand under state law, the City of DeLand specifically reserves the following:

- A. The City reserves the right to score submitted responses and rank responses. The City reserves the right to negotiate with the highest-ranking firm, as well as the second-ranking firm or third-ranking firm, in accordance with FS 287.055. Negotiation with a ranked firm does not require negotiation with others.
- B. The City reserves the right to select the proposal that best serves the requirements of the scope of work herein and best serves the interest of the City of DeLand.
- C. The City reserves the right to reject any or all responses.
- D. The City reserves the right to cancel this procurement prior to award.
- E. The City reserves the right to waive or remedy immaterial errors or scrivener errors in the proposal documents issued by the City.
- F. The City reserves the right to request any necessary clarifications without changing the terms of the proposal documents issued by the City.

#### **V. Costs Incurred by Proposers**

All expenses involved with the preparation and submission of the response, or any work performed in connection therewith, shall be the exclusive responsibility of the proposer(s). No compensation shall be rendered for submissions received by the City of DeLand, or for any other work undertaken by the proposers prior to award of contract.

#### **VI. Oral Presentation**

Oral presentations of proposal received are not a specific requirement of this procurement, although they may be requested at the discretion of the proposal evaluators.

#### **VII. Conflict of Interest**

The proposer represents that it presently has no interest and shall acquire no interest that would conflict in any manner with the performance of services required herein, as provided in FS 112.311 et seq. The proposer shall further represent that no person having any interest shall be employed for performance of any contract awarded as a result of this procurement.

Additionally, since this procurement employs federal-identity funds made available through the State of Florida, any and all conflict of interest requirements stated under the

American Recovery and Reinvestment Act of 2009 (ARRA; Public Law 111-5) shall be incorporated as applicable as well.

#### **VIII. Withdrawal of Proposal**

A proposal may be withdrawn prior to the date and time set for proposal submittal, based upon written request by the proposer. However, a proposal may not be withdrawn after the deadline for receipt of the proposal. After the deadline for receipt of proposals, all proposals shall become property of the City of DeLand.

#### **IX. Late Proposal or Modifications**

Proposals and modifications received after the date/time set for the proposal submittal shall not be considered. Written modifications received prior to the date/time set for the proposal submittal shall be considered. Late proposals will not be accepted. The date/time of receipt logged by the City of DeLand shall stand as definitive. This upholds the integrity of the proposal process.

#### **X. Local, State, Federal Compliance Requirements**

The laws of the State of Florida and requirements of 10 CFR 600 et seq. (as applicable) apply to this procurement. Proposers shall comply with all local ordinances, state laws, and federal laws, rules, or regulations applicable to this procurement. Additionally, proposers are directed to Attachment A: Federal Funding Provisions for further guidance.

#### **XI. Right to Audit**

The City of DeLand, the Florida Energy and Climate Commission, the Inspector General of Florida, the United States Department of Energy, or the Comptroller General of the United States reserves the right to audit the vendor's records as said records relate to this procurement of professional services. Records shall be subject to audit for three years following the date of final payment.

#### **XII. Statement Relative to Public Entity Crimes**

Proposers must be in compliance with the Florida Public Entity Crime Act (FS 287.133) at the time of proposal submission and during performance of any subsequent contract awarded.

Additionally, proposers must return Appendix B: Certification Regarding Debarments, Ineligibility, and Voluntary Exclusion as a part of their proposal response.

### **XIII. Assignment**

The vendor submitting a response shall perform any contract awarded subsequent to this procurement process. No assignment of any contract awarded subsequent to this procurement shall be allowed without prior written consent of the City of DeLand.

### **XIV. Selection Process**

Proposal submitted in accordance with the requirements of this RFQ will be evaluated by a selection committee. Evaluation criteria will include the following:

1. Experience of the proposed firm in providing professional consulting services to local governments for energy efficiency projects. (200 points possible)
2. Ability of the firm to coordinate work through a single point of contact. (200 points possible)
3. Experience and qualifications of the individuals to be assigned to the work. (100 points possible)
4. Consultants track record and perception of the Selection Committee as to the consultant's ability to resolve design and construction problems quickly and in the best interest of the City. (200 points possible).
5. Capability of key personnel to respond quickly and consistently when needed on-site, specifically travel distance (defined as trip time) of the firm's key personnel assigned to the work from their regular office to the City of DeLand. (200 points possible)
6. Experience and qualifications of the proposer relative to energy efficiency and conservation issues. (100 points possible)

TOTAL NUMBER OF POSSIBLE POINTS: 1000

It is anticipated that the selection process schedule will be as follows:

|                                                       |                           |
|-------------------------------------------------------|---------------------------|
| Issue RFQ and Advertise                               | Week of February 14, 2011 |
| Deadline for Written Questions/Clarification Requests | March 4, 2011             |
| Receive Consultant Submittals                         | March 11, 2011            |
| Short List                                            | March 21, 2011            |
| Interviews                                            | Week of March 28, 2011    |
| Ranking                                               | April 4, 2011             |
| Negotiations                                          | Week of April 17, 2011    |
| Award of Professional Services Contract               | May 2, 2011               |

*Please note that the City of DeLand reserves the right to amend the selection process schedule, as may be required to meet the needs of the City of DeLand and/or the Florida Energy and Climate Commission.*

Attachments:

Attachment A: Federal Funding Contractor Provisions (as applicable)

Attachment B: Certification Regarding Debarments, Suspension, Ineligibility and  
Voluntary Exclusion

**ATTACHMENT "A"**  
**FEDERAL FUNDING GRANTEE, SUBGRANTEE AND CONTRACTOR**  
**PROVISIONS**

**STATE OF FLORIDA**  
**GRANT ASSISTANCE**  
**PURSUANT TO**  
**AMERICAN RECOVERY AND REINVESTMENT ACT**  
**UNITED STATES DEPARTMENT OF ENERGY AWARDS**

All subgrants and contracts awarded by the Grantee, including small purchases, shall contain the following provisions as applicable:

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** - All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be 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 is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be 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 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall 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.
5. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 10 CFR part 600.325, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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6. **Clean Air Act (42 U.S.C. 7401 et seq.), and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
8. **Debarment and Suspension (E.O.s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
9. **Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act, (42 U.S.C. 300h-3(e))** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act, (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
10. **Compliance with all Federal statutes relating to nondiscrimination.** These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) any other nondiscrimination provisions in the specific statute(s) made; and, (i) the requirements of any other nondiscrimination statute(s) which may apply.
11. **Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)** which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. **Compliance with the provision of the Hatch Act (5 U.S.C. 1501 – 1508 and 7324 – 7328)** which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. **Comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)** which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

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14. **Compliance with environmental standards which may be prescribed to the following:** (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EP 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplain in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
15. **Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.)** related to protecting components or potential components of the national wild and scenic rivers system.
16. **Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.)**
17. **Compliance with P.L. 93-348** regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
18. **Compliance with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.)** pertaining to the care, handling, and treatment of warm bloodied animals held for research, teaching, or other activities supported by this Agreement.
19. **Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.)** which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
20. **Compliance with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).**
21. **Assist the Commission in complying with the State Energy Conservation Program as described in the Code of Federal Regulations, Title 10, Parts 420 and 450 and guidance issued by the U.S. Department of Energy and subsequent guidance issued by the U.S. Department of Energy; the Financial Assistance Rules described in Title 10, Part 600, as well as those regulations concerning the use of oil overcharge recovery funds.**
22. **The Commission reserves the right to transfer equipment acquired under this grant as provided in Title 10, Part 600.117. The Recipient can obtain a release of this right upon application containing certain commitments.**
23. **Compliance with the Buy American Act (41 U.S.C. 10a-10c)** By accepting funds under this Agreement, the Grantee agrees to comply with sections 2 through 4 of the Act of March 3, 1933, popularly known as the "Buy American Act." The Grantee should review the provisions of the Act to ensure that expenditures made under this Agreement are in accordance with it. It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement should be American-made.
24. **Preservation of open and competition and government neutrality towards contractors' labor relations on federally funded construction projects**
  - a. Unless in conflict with State or local laws, you must ensure that bid specifications, project agreement, or other controlling documents in construction contracts awarded pursuant to this agreement, or pursuant to a subaward to this agreement, do not:
    1. Require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or

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2. Otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s).

b. The term "construction contract" as used in this provision means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

c. Nothing in this provision prohibits bidders, offerors, contractors, or subcontractors from voluntarily entering into agreements with labor organizations.

25. **Compliance with the provision included in Title XV and Title XVI of Public Law 111-5, the American Recovery and Reinvestment Act of 2009.**
26. **Segregation of Costs** – Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track, and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.
27. **False Claims Act** – Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principle, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

**ATTACHMENT "B"**  
**CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND**  
**VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS**

**STATE OF FLORIDA**  
**GRANT ASSISTANCE**  
**PURSUANT TO**  
**AMERICAN RECOVERY AND REINVESTMENT ACT**  
**UNITED STATES DEPARTMENT OF ENERGY AWARDS**

1. The undersigned hereby certifies 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 department or agency.
2. The undersigned also certifies that it and its principals:
  - (a) Have not within a three-year period preceding this certification 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 anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - (b) Are 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.(a) of this Certification; and
  - (c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.
3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By \_\_\_\_\_

Authorized Signature/Recipient

\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Recipient's Firm Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Building, Suite Number

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Area Code/Telephone Number

**FLORIDA ENERGY AND CLIMATE COMMISSION  
GRANT AGREEMENT NO. ARS026**

**INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-  
LOWER TIER FEDERALLY FUNDED TRANSACTIONS**

1. By signing and submitting this form, the certifying party is providing the certification set out below.
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 certifying party knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, Florida Energy and Climate Commission (Commission) or agencies with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The certifying party shall provide immediate written notice to the person to whom this contract is submitted if at any time the certifying party learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this contract is submitted for assistance in obtaining a copy of those regulations.
5. The certifying party agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier contract, or other covered transaction with a person who is proposed for debarment under 48 CFR 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Commission or agency with which this transaction originated.
6. The certifying party further agrees by executing this contract that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all contracts or lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not is proposed for debarment under 48 CFR 9, subpart 9.4, 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 Nonprocurement List (Telephone No. (202) 501-4740 or (202) 501-4873.)
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.
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 proposed for debarment under 48 CFR 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Commission or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.