

**CITY OF PENSACOLA  
REQUEST FOR QUALIFICATIONS**

**RFQ NO.: 26-066**

**STREETS ARE FOR EVERYONE (SAFE) PENSACOLA**

Sealed and complete hardcopy statements of interest and qualifications **with original or electronic signature and one (1) complete identical electronic copy (SINGLE PDF) on flash drive or CD**, must be received no later than Monday, **October 27, 2026, 2:30 P.M.**, Central time, at the following location.

**City Hall (lobby)  
222 West Main Street  
Pensacola, Florida, 32502  
Attention: Purchasing**

The OUTER FACE of the sealed submittal package shall **identify the respondent, the RFQ title, and the RFQ number** (whether hand-delivered, mailed, or via UPS/FedEx or other courier service). Submittals received after the closing time will not be accepted. Multiple submittals from the same entity will not be accepted. After the submittal deadline those submittals received will be opened and publicly acknowledged. Interested parties may attend.

Alternatively, electronic responses may be submitted to [Open Bids \(fka\) Demandstar](#) or [Central Bidding](#). Both sites require registration and varying fees for notifications and document downloads.

Those submittals received will be opened and publicly read the **following business day** (*October 28, 2026, 10:00 A.M., Central time*) via Microsoft Teams at the following link\*: [Microsoft Teams RFQ Opening](#).

Specifications will be posted to the City's website at [www.cityofpensacola.com/bids.aspx](http://www.cityofpensacola.com/bids.aspx). **Addenda will be posted to the City's website. Companies are responsible for obtaining addenda and are advised to check the website frequently.**

A tabulation of qualifications and/or a Notice of Intent to Award will be posted to the City's website at [www.cityofpensacola.com/bids.aspx](http://www.cityofpensacola.com/bids.aspx). This begins the protest period. Respondents are advised to check the website frequently.

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

Any questions concerning the RFQ should include the Subject Line: **RFQ 26-066 - RFI**, and should be addressed and submitted in writing **no later than** October 16, 2026, at 10:00 A.M., Central time, to:

**Dedria Lunderman, Purchasing Manager**  
**City Hall 6th Floor**  
**222 West Main Street**  
**Pensacola, Florida 32502**  
[purchasing@cityofpensacola.com](mailto:purchasing@cityofpensacola.com)

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to City services, programs, and activities. Please email [ADACoordinator@cityofpensacola.com](mailto:ADACoordinator@cityofpensacola.com) or call (850) 436-5600. Requests must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.

The City reserves the right to accept or reject any or all submittals, to waive any submittal informalities and to re-advertise for submittals when deemed in the best interest of the City.

Attest:  
Ericka L. Burnett  
City Clerk

CITY OF PENSACOLA  
D. C. Reeves  
Mayor

The City of Pensacola provides equal access in employment and public services.

\*Participation in a Microsoft Teams meeting requires a microphone and speakers; however, webcams are optional. Participants may join the meeting either via a PC or Smartphone. Please be sure to check the system requirements at the following link: [Microsoft Teams System Requirements Check.](#))

#### **SECURITY NOTICE**

Visitors to City Hall may be required to stay in the lobby unless otherwise directed.

**Late submittals will not be accepted.**

#### **FLORIDA GOVERNMENT IN THE SUNSHINE — PUBLIC RECORDS NOTICE**

Pursuant to Section 286.011, Florida Statutes, all Evaluation Committee meetings under this RFP/RFQ are subject to Florida's Government in the Sunshine Law — open to the public, noticed in advance, and documented as public records. **Each Committee member shall sign a Sunshine Law acknowledgement prior to participating.** All notes, scoresheets, and written communications are public records under Chapter 119, Florida Statutes, and subject to disclosure. Members shall not communicate privately with one another or with proposers outside of a duly noticed public meeting.

## **SCHEDULE OF EVENTS** (subject to change)

| <b>Date</b>                                                                                                   | <b>Activity</b>                                                                                     |
|---------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| September 25, 2026                                                                                            | Publish RFQ                                                                                         |
| October 16, 2026, 10:00 a.m.                                                                                  | Questions due                                                                                       |
| October 27, 2026, 2:30 p.m.                                                                                   | Submittals due                                                                                      |
| October 28, 2026, 10:00 a.m.                                                                                  | Submittal Opening                                                                                   |
| TBA, 2026, 00:00 a.m./p.m.                                                                                    | Distribution of Materials for Review                                                                |
| TBA 2026, 00:00 a.m./p.m<br>City Hall 1st floor conference room<br>222 West Main Street, Pensacola, FL 32502  | Evaluation Committee Meeting<br>Ranking / Shortlisting Qualifications<br>(award may be recommended) |
| TBA, 2026, 00:00 a.m./p.m<br>City Hall 1st floor conference room<br>222 West Main Street, Pensacola, FL 32502 | Evaluation Committee Meeting (if needed)<br>Oral Presentations<br>Recommendation of Contract Award  |

All time are Central time.

### **I. GENERAL INSTRUCTIONS**

- A. The City reserves the right to hear oral presentations. Companies responding to the solicitation must be available for formal presentations/interviews to the Selection Committee. These will be held in person at City Hall, 222 West Main Street, Pensacola, FL 32502.
- B. Submittals should respond to each item noted in the Submittal Format and Evaluation Criteria in the order noted. Identify responses with the same paragraph notation as this RFQ.
- C. Submittals must be typed or printed. All corrections made by the respondent prior to the opening must be initialed and dated by the respondent. No changes or corrections will be allowed after submittals are opened.
- D. **Any addendum issued will be made available on the City's website at <http://www.cityofpensacola.com/bids.aspx>. Interested bidders are advised to check the site frequently.**
- E. The City of Pensacola is not liable for any costs incurred by any interested party in responding to this RFQ.
- F. By responding to this RFQ you are giving permission to the City to contact anyone you name as an associate, client, sub-Consultant or reference to confirm information provided.
- G. No Contingency Fees: By responding to this solicitation, each Respondent warrants that it has not and will not employ or retain any company or person, other than a bona fide employee working solely for the company, to solicit or secure an agreement pursuant to this solicitation and that it has not and will

## **Deliverables:**

### **Gonzalez St Neighborhood Greenway Quick Build Project**

- Documentation of NEPA Categorical Exclusion
- Documentation of current conditions.
- Concepts and renderings of key segments and intersections showing recommendations for short-term safety improvements using material such as paint, rubber curbs, flex posts, etc.
- Results from pre and post data collection and analysis to determine effectiveness of demonstration project.
- Presentation material for public workshop and one city council presentation to provide preliminary results and lessons learned.
- Recommendations of product purchases with cost estimates, vehicular impact evaluation, and constructability evaluation.
- Final report in Arc GIS story map format with analysis, public engagement, and final results from demonstration project.

### **Roadway Safety Audit and Vision Zero Action Planning Project**

- Data report of crash statistics on High Injury Crash Network within the past five years.
- GIS mapping target areas with appropriate existing conditions like functional classification, land use, etc.
- Public presentation material for one workshop.
- Presentation material for one stakeholder workshop.
- Safety improvement recommendations using crash modification factors.
- Policy and strategy development using five E's of safety.
- Final report in digital format and appropriate maps in Arc GIS map package.

## **III. SUBMITTAL FORMAT**

Submittals shall be in the format described below. The selection criteria and points that will be used in ranking the submittals are noted in each section. Submittals shall be limited to forty (40) single-sided 8½ x 11" pages. Page count excludes the cover, cover letter, table of contents, section dividers, and any City-provided form. Font must be a minimum of ADA-compliant 12 point sans serif. Hardcopy Qualifications shall be bound with spiral or similar binding that ensures the integrity of the submission. Each section in the submittal should follow the format/organization noted in this section. Three to five firms may be short-listed based on the information provided on the forms and in the additional sections, and those firms may be invited to an in-person interview. The City reserves the right to select directly from the Statements of Qualifications.

An Authorized Representative of the firm shall sign submittals. All information requested must be submitted. Failure to submit all information may result in a lowered evaluation score of the submittal. At its discretion, the City may waive minor discrepancies or reject submittals substantially incomplete or lacking key information.

not pay or agree to pay any person, company, corporation, individual or company, other than a bona fide employee working solely for the company, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of an agreement.

## **II. SCOPE OF WORK**

***Streets Are For Everyone (SAFE) Pensacola*** is a project that builds upon on the City's 2023 [Active Transportation Plan](#) and is funded through Federal Highway Administration (FHWA) Award No. 693JJ32640109), Streets Are For Everyone (SAFE) Pensacola grant. The project will have a two-prong approach with supplemental planning and a demonstration quick-build component that will follow guidance from Vision Zero and Safe Systems to eliminate roadway fatalities and serious injuries.

The timelines of these efforts are anticipated to overlap to meet grant deadlines. The first effort will be a quick-build, demonstration project to assess the effectiveness of low-cost, temporary safety countermeasures on Gonzalez Street to determine if it is a process that can be made permanent and replicable across the City. Gonzalez Street is a 2-mile corridor that has the potential to be a Neighborhood Greenway that prioritizes safety through low-cost design techniques that reduce speed and prioritize bicycles and pedestrians.

The supplemental planning will consist of a roadway audit and development of policies and strategies to build upon the existing Active Transportation Plan and include all required components of the Safe Streets for All Grant - [Safety Action Plan](#). The project will focus on the established High Injury Crash Network (Exhibit A) and provide a diagnosis and countermeasure identification using the safe systems approach.

### **Tasks:**

#### **Gonzalez St Neighborhood Greenway Quick Build Project**

- Analysis confirming NEPA categorical exclusion for demonstration activities.
- Transportation and demographic analysis of corridor and surrounding communities.
- Lead public engagement.
- Create concepts and roadway renderings based on public input and roadway analysis.
- Pre and Post data collection within 6 months of vehicular, pedestrian and bicycle crashes and volumes.
- Provide oversight and guidance to City of Pensacola for implementation of quick build products.

#### **Roadway Safety Audit and Vision Zero Action Planning Project**

- Conduct online and field data collection of target areas on high injury crash network.
- Lead public engagement and conduct stakeholder meetings.
- Assessment of roadway crashes and identification of countermeasure recommendations based on crash modification factors and five E's of safety.

**A. Introduction**

This section will contain a cover letter no longer than two (2) pages, signed by an authorized representative of the offering firm. A table of contents will follow the cover letter. This section should also include those required City forms within the RFQ, and any addenda issued.

- 1) Signature Sheet
- 2) Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying
- 3) State of Florida Affidavit Regarding the Use of Coercion for Labor and Services Pursuant to Florida Statute 787.06(13)
- 4) 52.209-5 FAR Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters
- 5) 52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
- 6) Drugfree Workplace Certificate
- 7) Small Business Enterprise (SBE) Statement
- 8) Non-Collusion Affidavit
- 9) Public Entity Crimes Statement
- 10) Anti-Kickback Affidavit
- 11) Acknowledgement of addenda (signed signature pages of addenda)
- 12) Required Documents Acknowledgement form
- 13) Davis Bacon Wage Determination (as applicable)

**B. Firm Information**

Briefly describe the firm's organization and philosophy. Address each of the following items:

- 1) Business Structure (Corporation, Joint Venture, Partnership); proper incorporation by the Secretary of State and current Florida Professional Registration Certificate for general contractor certification.
- 2) Number of years in business.
- 3) Total staff and firm's experience profile. This criterion identifies the relative size of the firm, including management, technical, and support staff. Technical staff shall be those persons proposed to be associated with the implementation of this project; project managers, engineers, supervisors, planners, quality control manager, etc.
- 4) Distance from the City – Simply, the location in miles of the proposed operating office to the City of Pensacola.
- 5) Describe and explain any litigation, major disputes, contract defaults, and liens in the last 10 years.

## ***EVALUATION CRITERIA BEGIN***

The following criteria will be considered when selecting a firm:

### **C. Firm Experience (45 points)**

Major consideration will be given to the successful completion of previous projects comparable in nature, design, scope, and complexity with this project. The City will consider statements of interest from firms that have not previously delivered a project under this model, as long as the firm otherwise demonstrates success on delivery of comparable projects.

- Firms should include any relevant projects that were at least partially funded through federal transportation dollars and those that address vision zero strategies and safe systems approach to reduce fatalities for all transportation users.
- At least one project should include a quick build component and the evaluation results.

List projects which best illustrate the experience of the firm and current staff to be assigned to this project. (List no more than 10 projects, and no projects which were completed more than 10 years ago.).

- Name and location of the project
- Nature of the firm's responsibility on this project
- Description of project
- Project Client agency's representative's name, address, and phone number (current information)
- Date project was completed or is anticipated to be completed
- Work for which the staff was responsible
- If the project is not complete, present status of this project
- Project Manager and other key professionals involved on listed project and who of that staff that would be assigned to this project.

### **D. Project Team (40 points)**

Provide qualification and composition of staff that will work on this project, including background and experience in the stated disciplines of design, transportation planning, and public engagement.

### **E. Scheduling and Budget Estimates (15 points)**

With respect to the projects outlined in subsection C, provide information with respect to:

- Proposed vs actual design schedule
- Current workload

Percentage of time each staff member can dedicate to the project.

### **F. Certification as/partnership with City-certified Small Business Enterprise (SBE) (3 points)**

#### **IV. INTERVIEW PROCESS**

Firms will be evaluated for short-listing based upon the written material submitted to the City in response to this RFQ. The evaluation committee will review the submittals, and the City may schedule formal presentations/interviews for those three to five (3-5) firms short-listed. If formal presentations/interviews are required, selected firms will be required to have the proposed project manager present to participate in the presentation/interview. Presentations/interviews will be conducted in-person only.

Each firm will be allowed up to 40 minutes for a formal presentation, consisting of a reiteration of the written qualification demonstrating the firm's grasp of the project. The formal presentation will be followed by 20 minutes of Questions & Answers (Q&A). Any unused formal presentation time will be added to the Q&A period. A projection system is available, but presenters are requested to bring their own laptop and flash drives containing the complete presentation and any handouts. The selection committee would prefer a PowerPoint presentation. The presentations are closed to the public. The committee deliberations following the last presentation will be open to the public.

The evaluation committee will make a recommendation to the Mayor regarding the selection of the firms based upon the formal presentations/interviews. The Mayor will then forward his recommendation for award to the City Council for their approval.

#### **V. General Terms and Conditions**

##### **A. Insurance and Indemnification**

Before starting and until termination of work for, or on behalf of, the CITY, the CONSULTANT and any/all sub consultants shall procure and maintain insurance of the types and to the limits specified.

The term CITY as used in this section of the Contract is defined to mean the CITY of Pensacola itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

Insurance shall be issued by an insurer whose business reputation, financial stability and claims payment reputation is satisfactory to the CITY for the CITY's protection only. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements, Consultant understands and agrees that increased limits and/or additional types of insurance may be required depending on the scope of service.

##### **1. WORKERS' COMPENSATION**

The CONSULTANT shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation obligations as legally required. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least \$100,000 each person -accident,

\$100,000 each person - disease, \$500,000 aggregate - disease. The policy must include coverage for United States Longshore & Harbor Act (USL&H).

2. COMMERCIAL GENERAL, AUTOMOBILE, PROFESSIONAL LIABILITY AND UMBRELLA LIABILITY COVERAGES

The CONSULTANT shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies filed by the Insurance Services Office. The CITY shall be an Additional Insured for Commercial General Liability and umbrella liability and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Contract. The CITY shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits as outlined below must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required.

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations, contractual liability and independent contractors. The coverage shall be written on occurrence-type basis. Minimum limits of \$1,000,000 per occurrence and in the aggregate must be provided. The City of Pensacola must be listed as an additional insured.

Business Auto Policy coverage must be provided, including bodily injury and property damage arising out of operation, maintenance or use of owned, non-owned and hired automobiles. Minimum limits of \$1,000,000 CSL must be provided

Professional Liability insurance coverage must be provided to afford protection for errors and omissions arising out of services provided under, or associated with this contract. Minimum limits of \$2,000,000 per occurrence and \$2,000,000 aggregate must be provided.

Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an occurrence-type basis and the City listed as an additional insured.

CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance that lists this Contract and provides that the CITY shall be notified at least thirty (30) days in advance of cancellation, nonrenewal or adverse change or restriction in coverage. If required by the CITY, the CONSULTANT shall furnish copies of the CONSULTANT's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the CITY an ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the CITY an option shall be deleted

or crossed out by the insurance carrier or the insurance carrier's agent or employee. The CONSULTANT shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the CITY and shall file with the CITY Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the CITY, the CONSULTANT shall, upon instructions of the CITY, cease all operations under the Contract until directed by the CITY, in writing, to resume operations.

#### INSURANCE OF THE CONSULTANT PRIMARY

The CONSULTANT's required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the CONSULTANT's coverage. The CONSULTANT's policies of coverage will be considered primary as relates to all provisions of the Contract.

#### LOSS CONTROL AND SAFETY

The CONSULTANT shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the CONSULTANT shall not be deemed to be an agent of the CITY. Precaution shall be exercised at all times by the Consultant for the protection of all persons, including employees, and property from harm caused by negligent acts or omissions of the consultant.

#### HOLD HARMLESS

The Consultant shall indemnify and hold harmless the City of Pensacola, its officers and employees, from any and all liabilities, damages, losses, and costs to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Consultant and persons employed or utilized by the Consultant in the performance of the contract. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

#### PAY ON BEHALF OF THE CITY

The CONSULTANT agrees to pay on behalf of the CITY, as well as provide a legal defense for the CITY, both of which will be done only if and when requested by the CITY, for all claims as described in the Hold Harmless\_paragraph. Such payment on the behalf of the CITY shall be in addition to any and all other legal remedies available to the CITY and shall not be considered to be the CITY's exclusive remedy.

### **FEDERAL CONDITIONS**

#### **Required Contract Provisions**

1. **BREACH OF CONTRACT TERMS** (2 CFR § 200 Appendix II(A))

The City reserves the right to seek all remedies available under law in the event of a failure to perform or other breach of this Contract by the Contractor, and the

failure of the City to employ a particular remedy shall not be regarded by the Parties as a waiver of that or any other available remedy.

2. TERMINATION FOR CAUSE OR CONVENIENCE(2 CFR § 200 Appendix II(B))

The City may terminate this Contract for cause or for convenience upon thirty (30) days prior written notice.

3. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

*Clean Air Act*

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). Violations must be reported to the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

The contractor agrees to report each violation to the City of Pensacola and understands and agrees that the City of Pensacola will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with assistance provided by the federal government.

*Federal Water Pollution Control Act*

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The contractor agrees to report each violation to the City of Pensacola and understands and agrees that the City of Pensacola will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with assistance provided by the federal government.

4. DEBARMENT AND SUSPENSION

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

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.

This certification is a material representation of fact relied upon by City of Pensacola. 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 City of Pensacola, the federal government may pursue available

remedies, including but not limited to suspension and/or debarment.

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

5. ACCESS TO RECORDS

The Contractor agrees to provide the City of Pensacola, the federal officials, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the federal government or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the City of Pensacola and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal government or the Comptroller General of the United States.

6. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, federal policies, procedures, and directives.

7. NO OBLIGATION BY FEDERAL GOVERNMENT

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

8. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

9. EQUAL EMPLOYMENT OPPORTUNITY

The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause: During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that

applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

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

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

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.

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

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

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

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the

failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

10. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act.

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

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

Withholding for unpaid wages and liquidated damages. The City of Pensacola shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety

Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

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

11. PROCUREMENT OF RECOVERED MATERIALS

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

- a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- b) Meeting contract performance requirements; or
- c) At a reasonable price.

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

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. BYRD ANTI-LOBBYING AMENDMENT.

*Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)*

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

*Required Certification.* If applicable, contractors must sign and submit to the non-federal entity the attached certification (Appendix A)

**ATTACHMENT “C”**  
**DAVIS BACON REQUIREMENTS - 29 CFR 5.5**

**(1) *Minimum wages* —**

(i) ***Wage rates and fringe benefits.*** All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in [paragraphs \(d\) and \(e\)](#) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of [paragraph \(a\)\(1\)\(v\)](#) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in [paragraph \(a\)\(4\)](#) of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under [paragraph \(a\)\(1\)\(iii\)](#) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

**(ii) *Frequently recurring classifications.***

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to [§ 1.3\(f\)](#), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to [paragraph \(a\)\(1\)\(iii\)](#) of this section, provided that:

(1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(2) The classification is used in the area by the construction industry; and

(3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with [paragraph \(a\)\(1\)\(iii\)\(A\)\(3\)](#) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) **Conformance.**

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is used in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under [paragraphs \(a\)\(1\)\(iii\)\(C\)](#) and [\(D\)](#) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to [paragraph \(a\)\(1\)\(iii\)\(C\)](#) or [\(D\)](#) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) **Fringe benefits not expressed as an hourly rate.** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) **Unfunded plans.** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in [§ 5.28](#), that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

(vi) **Interest.** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## (2) **Withholding** —

(i) **Withholding requirements.** The [write in name of Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime

contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in [paragraph \(a\)](#) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in [§ 5.2](#)). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in [paragraph \(a\)\(3\)\(iv\)](#) of this section, the [Agency] may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii) **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with [paragraph \(a\)\(2\)\(i\)](#) or [\(b\)\(3\)\(i\)](#) of this section, or both, over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its procurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

(3) **Records and certified payrolls —**

(i) **Basic record requirements —**

- (A) **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work

(or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) **Information required.** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) **Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under [paragraph \(a\)\(1\)\(v\)](#) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) **Additional records relating to apprenticeship.** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) **Certified payroll requirements —**

(A) **Frequency and method of submission.** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the [write in name of appropriate Federal agency] if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency]. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) **Information required.** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under [paragraph \(a\)\(3\)\(i\)\(B\)](#) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) **Statement of Compliance.** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

- (1) That the certified payroll for the payroll period contains the information required to be provided under [paragraph \(a\)\(3\)\(ii\)](#) of this section, the appropriate information and basic records are being maintained under [paragraph \(a\)\(3\)\(i\)](#) of this section, and such information and records are correct and complete;
- (2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) **Use of Optional Form WH-347.** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by [paragraph \(a\)\(3\)\(ii\)\(C\)](#) of this section.

(E) **Signature.** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) **Falsification.** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(G) **Length of certified payroll retention.** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) **Contracts, subcontracts, and related documents.** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) **Required disclosures and access —**

(A) **Required record disclosures and access to workers.** The contractor or subcontractor must make the records required under [paragraphs \(a\)\(3\)\(i\) through \(iii\)](#) of this section, and any other documents that the [write the name of the agency] or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by [§ 5.1](#), available for inspection, copying, or transcription by authorized representatives of the [write the name of the agency] or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) **Sanctions for non-compliance with records and worker access requirements.** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to [§ 5.12](#). In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a

reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) **Required information disclosures.** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the [write in name of appropriate Federal agency] if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency], the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

**(4) Apprentices and equal employment opportunity —**

**(i) Apprentices —**

(A) **Rate of pay.** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) **Fringe benefits.** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) **Apprenticeship ratio.** The allowable ratio of apprentices to journey workers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to [paragraph \(a\)\(4\)\(i\)\(D\)](#) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in [paragraph \(a\)\(4\)\(i\)\(A\)](#) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) **Reciprocity of ratios and wage rates.** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journey worker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) **Equal employment opportunity.** The use of apprentices and journey workers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

(5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of [29 CFR part 3](#), which are incorporated by reference in this contract.

(6) **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses contained in [paragraphs \(a\)\(1\)](#) through [\(11\)](#) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the [write in the name of the Federal agency] may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(7) **Contract termination: debarment.** A breach of the contract clauses in [29 CFR 5.5](#) may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in [29 CFR 5.12](#).

(8) **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in [29 CFR parts 1, 3, and 5](#) are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in [29 CFR parts 5, 6, and 7](#). Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility.**

(i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or [§ 5.12\(a\)](#).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or [§ 5.12\(a\)](#).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

(11) **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

(iv) Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

(b) **Contract Work Hours and Safety Standards Act (CWHSSA).** The Agency Head must cause or require the contracting officer to insert the following clauses set forth in [paragraphs \(b\)\(1\) through \(5\)](#) of this section in full, or (for contracts covered by the

Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by [paragraph \(a\)](#) of this section or [29 CFR 4.6](#). As used in this [paragraph \(b\)](#), the terms “laborers and mechanics” include watchpersons and guards.

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

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in [paragraph \(b\)\(1\)](#) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in [paragraph \(b\)\(1\)](#) of this section, in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in [paragraph \(b\)\(1\)](#).

(3) **Withholding for unpaid wages and liquidated damages —**

(i) **Withholding process.** The [write in the name of the Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this [paragraph \(b\)](#) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in [§ 5.2](#)). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with [paragraph \(a\)\(2\)\(i\)](#) or [\(b\)\(3\)\(i\)](#) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its procurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

(4) **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in [paragraphs \(b\)\(1\)](#) through [\(5\)](#) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

(c) **CWHSSA required records clause.** In addition to the clauses contained in [paragraph \(b\)](#) of this section, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by [§ 5.1](#), the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

(d) **Incorporation of contract clauses and wage determinations by reference.** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

(e) **Incorporation by operation of law.** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by [§ 5.1](#) to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

**REQUEST FOR QUALIFICATIONS  
CONTRACTUAL SERVICES  
GENERAL CONDITIONS**

To ensure acceptance, all companies submitting qualifications to the City of Pensacola shall be governed by the following conditions, attached specifications, and qualification form(s) unless otherwise specified. Qualifications not submitted on the qualification form(s) provided shall be rejected, and qualifications not complying with these conditions will be subject to rejection. **Multiple submittals from the same entity will not be accepted.**

1. **Alternate Solutions:** During the drafting of written specifications, a sincere effort is made to describe services best suited to the needs of the City. However, the City invites qualifications with alternate solutions to the performance objectives set forth in the specifications, unless a particular specification is expressly identified as mandatory.
2. **Award Determination to be Based on Best Interest of City:** There is no obligation on the part of the City to award a contract to any respondent and the City reserves the right to award a contract to or negotiate a contract with a responsible respondent submitting the most responsive or best alternative qualification for a resulting contract which is most advantageous to and in the best interest of the City. The City shall be the sole judge of the qualification and the resulting contract, and its decision shall be final.
3. **Bond (RFQ):** None.
4. **E-Verify System (Mandatory):** In compliance with the provisions of F.S. 448.095, the parties to this contract and any sub-contractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.
5. **Exceptions to Specifications:** In order that equal consideration be given in evaluating qualifications, any exceptions to or deviations from the specifications as written must be noted and fully explained. The mayor is the final authority in determining the acceptability of any exceptions to specifications.
6. **Intent of Specifications:** It is the intent of the specifications attached hereto to set forth and describe a certain service(s) to be purchased by the City of Pensacola including all labor, materials, equipment, machinery, tools, apparatus, and means of transportation (including freight costs) necessary to provide the service(s).
7. **Interpretations:** All questions concerning the specifications or conditions shall be

directed in writing to the Purchasing Office at least ten (10) days prior to submittal deadline, unless otherwise instructed on the Request for Qualifications Page. Inquiries must reference the proposed service and the date of the qualification submittal deadline. Interpretations will be made in the form of an addendum placed on the City's website. The City shall not be responsible for any other explanation or interpretation.

8. **Legal Requirements:** All applicable provisions of Federal, State, County, and local laws including all ordinances, rules, and regulations shall govern the development, submittal and evaluation of all qualifications received in response to these specifications, and shall govern any and all claims between person(s) submitting a qualification response hereto and the City of Pensacola, by and through its officers, employees and authorized representatives. A lack of knowledge by the respondent concerning any of the aforementioned shall not constitute a cognizable defense against the legal effect thereof. The respondent agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability.
9. **Licenses, Registration and Certificates:** Each respondent shall possess at the time of submitting its submittal all licenses, registrations and certificates necessary to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty Consultant) in the City of Pensacola. Respondents must also possess all licenses, registrations and certificates necessary to comply with federal, state and local laws and regulations. The awarded respondent shall be registered at the time of contract execution as an active vendor with the Florida Department of State, Division of Corporations ([www.sunbiz.org](http://www.sunbiz.org)).
10. **Mistakes:** Companies are expected to examine the conditions, scope of work, qualification prices, extensions, and all instructions pertaining to the services involved. Failure to do so will be at the respondent's risk. Unit prices will govern in award.
11. **Permits and Taxes:** The respondent shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.
12. **Pre-RFQ Meetings:** If an RFQ requires a mandatory pre-RFQ meeting, any representative of a company wishing to submit a qualification must sign in with the name of the responding company.
13. **Prohibited Conduct by Companies:** Upon the publication of any solicitation for sealed bids, requests for proposals, requests for qualifications, or other solicitation of interest or invitation to negotiate by any authorized representative of the City of Pensacola, any party interested in submitting a bid, qualification, or other response reflecting an interest in participating in the purchasing or

contracting process shall be prohibited from engaging in any communication **pertaining to formal solicitations** with any member of Pensacola City Council, the Mayor, or any member of a selection/evaluation committee for RFPs/RFQs, whether directly or indirectly or through any representative or agent, whether in person, by mail, by facsimile, by telephone, by electronic communications device, or by any other means of communication, until such time as the City has completed all action with respect to the solicitation.

14. **Protests:** Protests of the plans, specifications, and other requirements of requests for qualifications must be received in writing by the Purchasing Office at least ten (10) business days prior to the scheduled qualification opening. A detailed explanation of the reason for the protest must be included. Protests of the intended award of submittal or contract must be in writing and received in the Purchasing Office within five (5) business days of the notice of intent to award. A detailed explanation of the protest must be included.
15. **Public Records:** Any material submitted in response to this Request for Qualification will become a public document pursuant to Florida Statute §119.07. This includes material which the responding respondent might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Florida Statute §119.07.
16. **Public Records Law:** The Parties shall each comply with Florida Public Records laws. The Parties hereby contractually agree that each Party shall allow public access to all documents, papers, letters, or other public records as defined in Chapter 119, Florida Statutes, made or received by either Party in conjunction with this agreement, or related thereto, unless a statutory exemption from disclosure exists. Notwithstanding any provision to the contrary, it is expressly agreed that Consultant's failure to comply with this provision, within seven (7) days of notice from the City, shall constitute an immediate and material breach of contract for which the City may, in the City's sole discretion, unilaterally terminate this agreement without prejudice to any right or remedy.
17. **Qualification Withdrawals:** No qualification may be withdrawn after closing time for receipt of qualifications for a period of sixty (60) days thereafter. The contract award shall be legally binding at the time of award by City Council or Mayor.
18. **Rejection of Qualifications:** The City of Pensacola reserves the right to accept or reject any or all qualifications, to award qualifications on a split-order basis by item or service number, to waive any irregularities, technicalities, or informalities, and to re-advertise for qualifications when deemed in the best interest of the City of Pensacola.
19. **Sealed Response:** All required City forms must be submitted. All responses must be signed by an authorized representative of the proposer.
  - A. Hardcopy response: In the event more than one submittal deadline is

scheduled for the same date and time, do not include responses concerning different sets of specifications within the same envelope. The face of the sealed envelope shall be plainly marked identifying the responder, the bid/RFP/RFQ title and number. It shall be the sole responsibility of the respondent to assure receipt of the submittal at the Purchasing Office prior to the published time for the submittal deadline.

- B. Electronic response:** Respondent may submit an electronic submittal to the site indicated in this document. Offers by telephone, fax, or email WILL NOT BE ACCEPTED.

- 20. Tax:** The City of Pensacola is exempt from all State and local sales tax.
- 21. Termination for Convenience:** A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected by the delivery to the Consultant at least thirty (30) business days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.
- 22. Unauthorized Aliens:** The City of Pensacola shall consider employment by any contracted vendor of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. Such violation shall be cause for unilateral termination of this contract.

|                                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.</b></p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------|

### **PUBLIC ENTITY CRIMES**

Any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or service to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant 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 in excess of 36 months from the date of being place on the convicted vendor list.

### **PUBLIC RECORDS**

Any material submitted in response to this Request for Qualifications will become a public document pursuant to Section 119.07, F.S. This includes material that the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

**REQUEST FOR QUALIFICATIONS NO. 26-052**

**SAFET STREETS PENSACOLA**

**Signature Sheet**

The undersigned, as Vendor, does declare that no other persons other than the Vendor herein named has any interest in this Qualification or in the contract to be taken, and that it is made without any connection with any other person or persons presenting a Qualification for the same articles, and it is in all respects fair and without collusion or fraud. The undersigned further declares that he has carefully examined the specifications and is thoroughly familiar with their provisions and penalties.

***Survey: How did you obtain this solicitation?***

☐ City of Pensacola website      ☐ Central Bidding      ☐ Demandstar

Other: \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company: \_\_\_\_\_ Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ City: \_\_\_\_\_

Fax: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-mail: \_\_\_\_\_

**FAILURE TO INCLUDE THIS FORM MAY DISQUALIFY THE SUBMITTAL.**

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**  
**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

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

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

The Contractor, [REDACTED], 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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

**FAILURE TO INCLUDE THIS FORM MAY DISQUALIFY THE SUBMITTAL.**

**State of Florida**  
**Affidavit Regarding the Use of Coercion for Labor and Services**  
**Pursuant to Florida Statute 787.06(13)**

Vendor Name: \_\_\_\_\_  
Vendor FEIN: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Vendor's Authorized Representative Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Section 787.06(13) Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services.

The undersigned hereby certifies that he/she is an officer or authorized representative of the vendor identified above and that said vendor does not use coercion for labor or services as defined in Section 787.06 Florida Statutes.

Florida Statute 787.06

(2)(a) "Coercion" means:

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

(2)(e) "Labor" means work of economic or financial value.

(2)(h) "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, forced marriage, servitude, or the removal of organs.

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

\_\_\_\_\_  
AUTHORIZED SIGNATURE

Print Name and Title: \_\_\_\_\_

Title: \_\_\_\_\_

**FAILURE TO INCLUDE THIS FORM MAY DISQUALIFY THE SUBMITTAL.**

**52.209-5 FAR Certification Regarding Debarment, Suspension,  
Proposed Debarment, and Other Responsibility Matters**

1. The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its Principals:
  - A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
  - B. Have not, within a three-year period preceding this offer, 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) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
  - C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.
2. The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
  - A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, people having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- B. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances.
- C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- D. 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 paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

**FAILURE TO INCLUDE THIS FORM MAY DISQUALIFY THE SUBMITTAL.**

**52.209-6 FAR Protecting the Government's Interest When Subcontracting with Consultants Debarred, Suspended, or Proposed for Debarment**

1. The Government suspends or debars Consultants to protect the Government's interests. The Consultant shall not enter into any subcontract in excess of \$25,000 with a Consultant debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
2. The Consultant shall require each proposed first-tier sub-contractor, whose subcontract will exceed \$25,000, to disclose to the Consultant, in writing, whether as of the time of award of the subcontract, the sub-contractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
3. A corporate officer or a designee of the Consultant shall notify the Contracting Officer, in writing, before entering into a subcontract with a party debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:
  - A. The name of the sub-contractor.
  - B. The Consultant's knowledge of the reasons for the sub-contractor being in the Excluded Parties List System.
  - C. The compelling reason(s) for doing business with the sub-contractor notwithstanding its inclusion in the Excluded Parties List System.
  - D. The systems and procedures the Consultant has established to ensure that it is fully protecting the Government's interests when dealing with such sub-contractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**FAILURE TO INCLUDE THIS FORM MAY DISQUALIFY THE SUBMITTAL.**

## **DRUG-FREE WORKPLACE CERTIFICATE**

**IDENTICAL TIE BIDS** - Pursuant to Section 287.087, Florida Statutes, preference shall be given to business with Drug-Free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a bid 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 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 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, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) 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 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 COMPANY COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.**

---

Signature

Printed Name

**FAILURE TO INCLUDE THIS FORM MAY DISQUALIFY THE SUBMITTAL.**

## SMALL BUSINESS ENTERPRISE STATEMENT

The Pensacola City Council adopted a Small Business Enterprise Ordinance #61-89. This ordinance encourages participation of small business in the City procurement process. Participation goals will be provided on a project by project basis, based on the availability of certified small businesses.

**A Small Business is defined as an independently owned and operated business employing 50 or fewer permanent full-time employees and having a net worth of not more than \$1 million. The business must be in Escambia or Santa Rosa County.**

If your firm meets the criteria above, please provide the requested information below.

## SMALL BUSINESS ENTERPRISE STATEMENT

[City of Pensacola SBE Directory](#)

## VENDOR QUESTIONNAIRE

Name of Business \_\_\_\_\_

Address \_\_\_\_\_

Owner(s)'s Name(s) \_\_\_\_\_

**OR**

If your firm is partnering with or subcontracting with a certified SBE, please provide the information requested below.

| <u>NAME OF<br/>SBE FIRM</u> | <u>PARTNER OR<br/>SUBCONTRACTOR</u> | <u>% OF CONTRACT<br/>PERFORMANCE</u> |
|-----------------------------|-------------------------------------|--------------------------------------|
| 1. _____                    |                                     |                                      |
| 2. _____                    |                                     |                                      |
| 3. _____                    |                                     |                                      |
| 4. _____                    |                                     |                                      |
| 5. _____                    |                                     |                                      |
| 6. _____                    |                                     |                                      |

**FAILURE TO INCLUDE THIS FORM MAY DISQUALIFY THE SUBMITTAL.**

## CITY OF PENSACOLA NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. (S)He is of \_\_\_\_\_, the Proposer that has submitted the attached Proposal;
2. (S)He is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the Proposer nor anyone acting on behalf of the Proposer, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Pensacola, Florida or any person interested in the proposed Contract; and,
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or anyone acting on his/her/its behalf.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Subscribed and Sworn to before me of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Notary's Signature)

\_\_\_\_\_  
(Notary's Stamped or Printed Name)

Notary Public, in and for \_\_\_\_\_ County,  
My commission expires: \_\_\_\_\_

**FAILURE TO INCLUDE THIS FORM MAY DISQUALIFY THE SUBMITTAL**

**SWORN STATEMENT UNDER SECTION 287.113(3)(a), FLORIDA STATUTES,  
ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. \_\_\_\_\_  
for \_\_\_\_\_.

2. This sworn statement is submitted by \_\_\_\_\_  
**[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: (\_\_\_\_\_.))

3. My name is and my relationship to \_\_\_\_\_  
**[please print name of individual signing]**

the entity named above is \_\_\_\_\_.

4. 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 with 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 the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

5. 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, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

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

**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**

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

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 officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity, have 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, AND [Please indicate which additional statement applies.]

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the final order.]

The person or affiliate was placed on the convicted vendor list. There has been subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]

The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Subscribed and Sworn to before me of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Notary's Signature)

\_\_\_\_\_  
(Notary's Stamped or Printed Name)

Notary Public, in and for \_\_\_\_\_ County,  
My commission expires:\_\_\_\_\_

**FAILURE TO INCLUDE THIS FORM MAY DISQUALIFY THE SUBMITTAL**

**FEDERAL CONTRACT PROVISIONS COPELAND “ANTI-KICKBACK” ACT**

(Reference: 2 CFR § 200 Appendix II(D), 29 CFR parts 3 & 5)

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Subscribed and Sworn to before me of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Notary's Signature)

\_\_\_\_\_  
(Notary's Stamped or Printed Name)

Notary Public, in and for \_\_\_\_\_ County,  
My commission expires: \_\_\_\_\_

**FAILURE TO INCLUDE THIS FORM MAY DISQUALIFY THE SUBMITTAL.**

**REQUIRED DOCUMENTS ACKNOWLEDGEMENT**  
**Bid/RFP/RFQ #26-066**

**Purchasing Forms**

**Consultant Initials**

- |                                                                                                                                                |       |
|------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| 1) Signature Sheet                                                                                                                             | _____ |
| 2) Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying                                                                            | _____ |
| 3) State of Florida Affidavit Regarding the Use of Coercion for Labor<br>And Services Pursuant to Florida Statute 787.06(13)                   | _____ |
| 4) 52.209-5 FAR Certification Regarding Debarment, Suspension,<br>Proposed Debarment, and Other Responsibility Matters                         | _____ |
| 5) 52.209-6 FAR Protecting the Government's Interest When<br>Subcontracting with Contractors Debarred, Suspended, or<br>Proposed for Debarment | _____ |
| 6) Drugfree Workplace Certificate                                                                                                              | _____ |
| 7) Small Business Enterprise Statement                                                                                                         | _____ |
| 8) Non-Collusion Affidavit                                                                                                                     | _____ |
| 9) Public Entity Crimes Statement                                                                                                              | _____ |
| 10) Anti-Kickback Affidavit                                                                                                                    | _____ |
| 11) Acknowledgement of addenda (signed signature pages of addenda)                                                                             | _____ |
| 12) Required Documents Acknowledgement                                                                                                         | _____ |

**Department-Required Documents**

**Consultant Initials**

- |                                                   |       |
|---------------------------------------------------|-------|
| 1) Davis Bacon Wage Determination (as applicable) | _____ |
|---------------------------------------------------|-------|

Company Name: \_\_\_\_\_

Authorized Officer's Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature of Officer: \_\_\_\_\_ Date: \_\_\_\_\_

**FAILURE TO INCLUDE THIS FORM MAY DISQUALIFY THE SUBMITTAL.**

**STATEMENT OF NO RESPONSE**  
**RFQ #26-066**

If you are unable to submit a response at this time, please complete the following and return by e-mail to [purchasing@cityofpenscola.com](mailto:purchasing@cityofpenscola.com). Your choices or comments below will assist us in properly notifying you of future opportunities.

We have declined to respond to the solicitation for the following reason(s):

**SPECIFICATIONS**

- ☐ Specifications too "tight" (i.e., limited to one brand or manufacturer)
- ☐ Insufficient time to respond
- ☐ Specifications unclear

**NATURE OF AWARD**

- ☐ Equivalent options not offered
- ☐ Unable to meet specifications
- ☐ Other (please explain below)

Explanation:

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We request to:

\_\_\_\_\_ remain in this service category for future City of Pensacola solicitations.

\_\_\_\_\_ be removed from this service category and remain on the City's solicitation list.

\_\_\_\_\_ be removed from the City's solicitation list.

Company Name: \_\_\_\_\_

Officer Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Office: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

Signature of Officer: \_\_\_\_\_ Date: \_\_\_\_\_

**EVALUATION SHEET  
QUALIFICATION NO. 26-066**

**STREETS ARE FOR EVERYONE (SAFE) PENSACOLA**

Name of Company: \_\_\_\_\_

Reviewer: \_\_\_\_\_

|                                                | Possible<br><u>Points</u> | Points<br><u>Given</u> |
|------------------------------------------------|---------------------------|------------------------|
| 1. Firm Experience                             | 45                        | _____                  |
| 2. Project Team                                | 40                        | _____                  |
| 3. Scheduling and Budget Estimates             | 15                        | _____                  |
| 4. Certification as or partnership with an SBE | 3                         | _____                  |
| <br>TOTAL POINTS                               | <br>103                   | <br>_____              |

Notes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

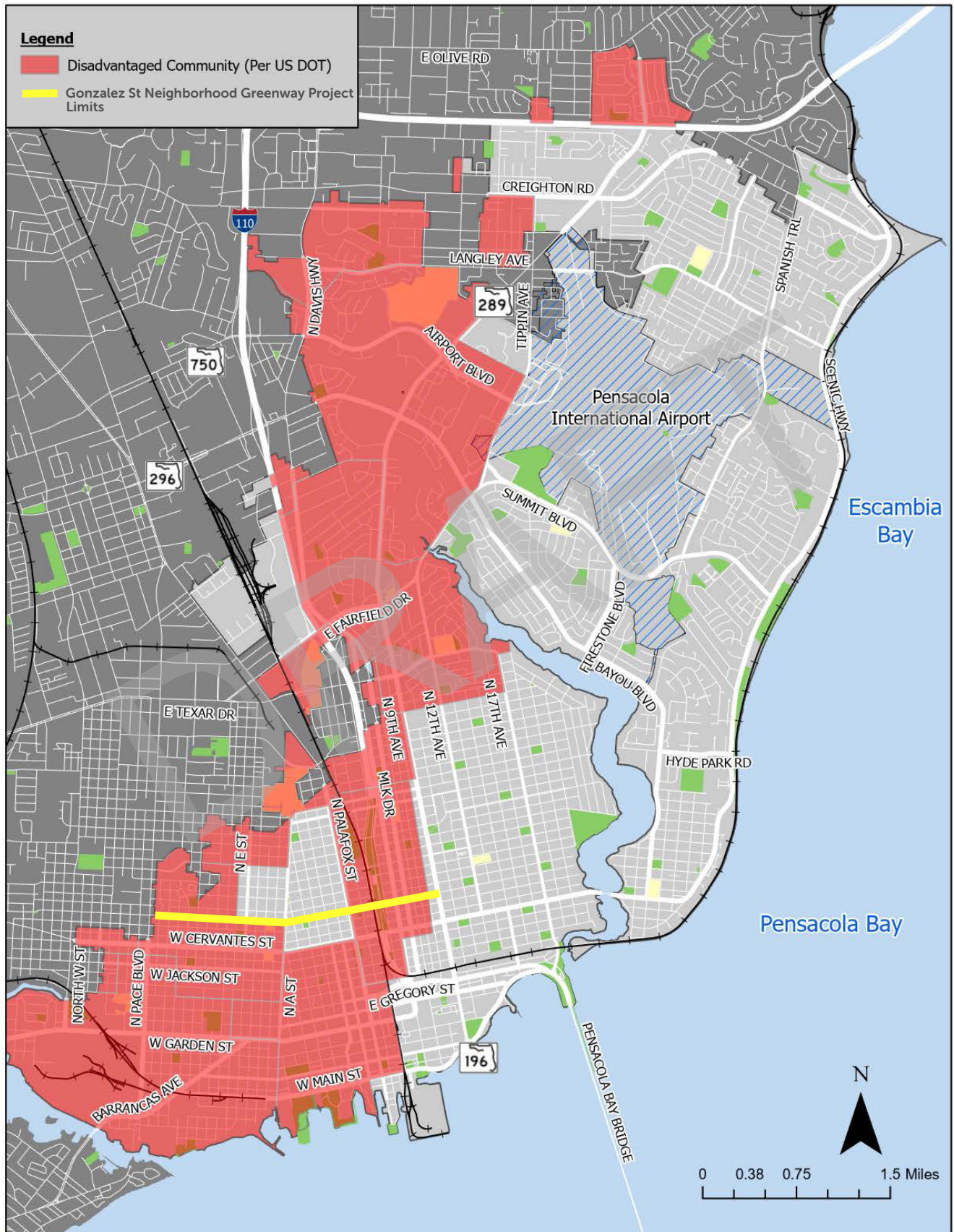
\_\_\_\_\_

\_\_\_\_\_

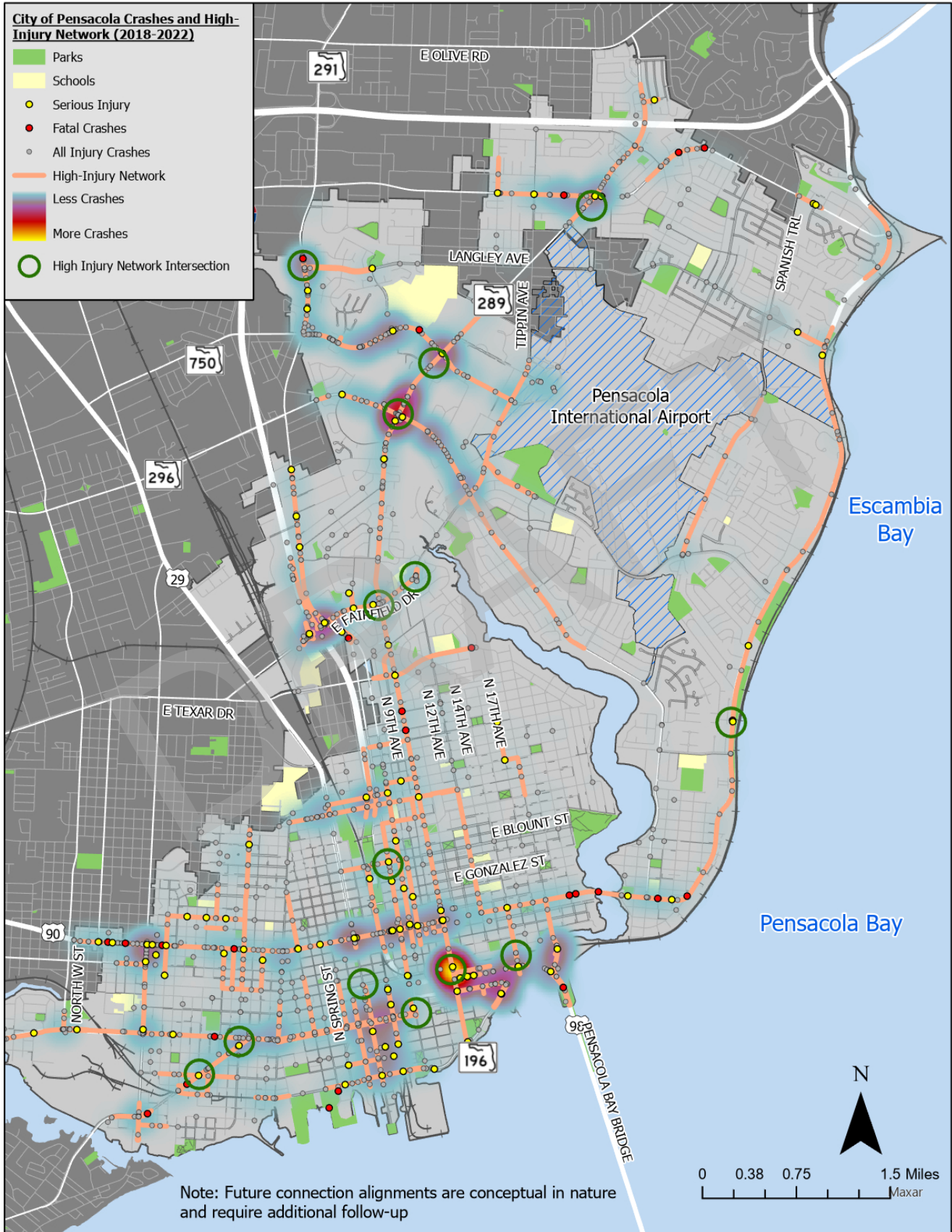
\_\_\_\_\_

## Exhibit A

### Gonzalez Street Neighborhood Greenway Quick Build/Pilot Project Location Map



# City of Pensacola High Injury Network that will be used for Roadway Safety Audit



"General Decision Number: FL20260112 05/18/2026

State: Florida

Construction Types: Heavy

Counties: Florida Counties of  
Escambia

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/02/2026       |
| 1                   | 05/18/2026       |

ENGI0653-012 10/01/2023

|                                                                                                                                                                                                                                                                        | Rates    | Fringes |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|
| POWER EQUIPMENT OPERATOR: OILER CRANES WITH 350 FEET OR MORE BOOM AND/OR 400 TON CAPACITY - ADDITIONAL \$1.10 PER HOUR. CRANES WITH 500 FEET BOOM AND/OR 600 TON CAPACITY - ADDITIONAL \$1.45 PER HOUR.....                                                            | \$ 28.95 | 14.55   |
| POWER EQUIPMENT OPERATOR: CRANES UNDER 100 TONS CRANES WITH 350 FEET OR MORE BOOM AND/OR 400 TON CAPACITY - ADDITIONAL \$1.10 PER HOUR. CRANES WITH 500 FEET BOOM AND/OR 600 TON CAPACITY - ADDITIONAL \$1.45 PER HOUR.....                                            | \$ 30.25 | 14.55   |
| POWER EQUIPMENT OPERATOR: CRANES 100 TONS & OVER (CONVENTIONAL & HYDRAULIC) & TOWER CRANES CRANES WITH 350 FEET OR MORE BOOM AND/OR 400 TON CAPACITY - ADDITIONAL \$1.10 PER HOUR. CRANES WITH 500 FEET BOOM AND/OR 600 TON CAPACITY - ADDITIONAL \$1.45 PER HOUR..... | \$ 31.25 | 14.55   |

IRON0798-007 07/01/2025

|                                             | Rates    | Fringes |
|---------------------------------------------|----------|---------|
| IRONWORKER: STRUCTURAL AND REINFORCING..... | \$ 32.00 | 18.77   |

LAB00559-003 03/15/2013

| Rates | Fringes |
|-------|---------|
|-------|---------|

|                             |          |      |
|-----------------------------|----------|------|
| LABORER: GRADE CHECKER..... | \$ 16.40 | 5.65 |
|-----------------------------|----------|------|

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PAIN0164-006 06/01/2021

|                                       | Rates    | Fringes |
|---------------------------------------|----------|---------|
| PAINTER: BRUSH, ROLLER AND SPRAY..... | \$ 20.21 | 12.38   |

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SUFL2009-151 06/24/2009

|                                                                                              | Rates    | Fringes |
|----------------------------------------------------------------------------------------------|----------|---------|
| TRUCK DRIVER: OFF THE ROAD TRUCK.....                                                        | \$ 12.21 | 1.97    |
| TRUCK DRIVER: LOWBOY TRUCK.....                                                              | \$ 12.73 | 0.00    |
| TRUCK DRIVER, INCLUDES DUMP TRUCK.....                                                       | \$ 8.52  | 0.25    |
| OPERATOR: TRACTOR.....                                                                       | \$ 10.54 | 0.00    |
| OPERATOR: TRACKHOE.....                                                                      | \$ 20.92 | 5.50    |
| OPERATOR: SCRAPER.....                                                                       | \$ 11.00 | 1.74    |
| OPERATOR: ROLLER.....                                                                        | \$ 10.76 | 0.00    |
| OPERATOR: MECHANIC.....                                                                      | \$ 14.32 | 0.00    |
| OPERATOR: LOADER.....                                                                        | \$ 13.89 | 2.07    |
| OPERATOR: GRADER/BLADE.....                                                                  | \$ 16.00 | 2.84    |
| OPERATOR: BULLDOZER.....                                                                     | \$ 15.00 | 4.98    |
| OPERATOR: BACKHOE/EXCAVATOR.....                                                             | \$ 15.00 | 2.63    |
| OPERATOR: BACKHOE LOADER COMBO.....                                                          | \$ 16.10 | 2.44    |
| OPERATOR: ASPHALT PAVER.....                                                                 | \$ 11.59 | 0.00    |
| LABORER: POWER TOOL OPERATOR (HAND HELD<br>DRILLS/SAWS, JACKHAMMER AND POWER SAWS ONLY)..... | \$ 10.63 | 2.20    |
| LABORER: PIPELAYER.....                                                                      | \$ 11.77 | 4.94    |
| LABORER: LANDSCAPE.....                                                                      | \$ 7.25  | 0.00    |
| LABORER: COMMON OR GENERAL.....                                                              | \$ 8.22  | 0.00    |
| ELECTRICIAN.....                                                                             | \$ 17.25 | 3.02    |
| CEMENT MASON/CONCRETE FINISHER.....                                                          | \$ 14.77 | 3.50    |
| CARPENTER.....                                                                               | \$ 15.36 | 0.00    |

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other

health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than SU , UAVG , SA , or SC denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the

example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The SU identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

SU wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

#### State Adopted Rate Identifiers

The SA identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were

adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the SA identifier took effect under state law in the state from which the rates were adopted.

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#### WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

Branch of Wage Surveys  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210.

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END OF GENERAL DECISION

"

"General Decision Number: FL20260247 08/13/2026

State: Florida

Construction Types: Highway

Counties: Florida Counties of  
Escambia

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/02/2026       |
| 1                   | 05/18/2026       |
| 2                   | 08/13/2026       |

SUFL2022-016 06/27/2024

|                                                                              | Rates    | Fringes |
|------------------------------------------------------------------------------|----------|---------|
| CARPENTER.....                                                               | \$ 19.66 | 0.00    |
| CEMENT MASON/CONCRETE FINISHER.....                                          | \$ 17.13 | 0.00    |
| ELECTRICIAN.....                                                             | \$ 33.05 | 10.79   |
| IRONWORKER.....                                                              | \$ 24.16 | 0.00    |
| LABORER: ASPHALT, INCLUDES RAKER, SHOVELER,<br>SPREADER AND DISTRIBUTOR..... | \$ 14.22 | 0.00    |
| LABORER: COMMON OR GENERAL.....                                              | \$ 12.80 | 0.00    |
| LABORER: MASON TENDER - CEMENT/CONCRETE.....                                 | \$ 20.24 | 2.01    |
| LABORER: PIPELAYER.....                                                      | \$ 16.72 | 0.00    |
| LABORER: GRADE CHECKER.....                                                  | \$ 17.21 | 0.00    |
| OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE.....                                    | \$ 20.34 | 0.00    |
| OPERATOR: BOBCAT/SKID STEER/SKID LOADER.....                                 | \$ 19.99 | 0.00    |
| OPERATOR: BOOM.....                                                          | \$ 33.61 | 11.50   |
| OPERATOR: BROOM/SWEEPER.....                                                 | \$ 16.46 | 0.00    |
| OPERATOR: BULLDOZER.....                                                     | \$ 17.48 | 0.00    |
| OPERATOR: CRANE.....                                                         | \$ 28.42 | 0.00    |
| OPERATOR: GRADER/BLADE.....                                                  | \$ 19.25 | 0.00    |
| OPERATOR: LOADER.....                                                        | \$ 17.06 | 0.91    |
| OPERATOR: MECHANIC.....                                                      | \$ 29.69 | 0.00    |
| OPERATOR: MILLING MACHINE.....                                               | \$ 19.68 | 0.00    |
| OPERATOR: PAVER (ASPHALT, AGGREGATE, AND<br>CONCRETE).....                   | \$ 20.29 | 0.00    |
| OPERATOR: PILEDRIVER.....                                                    | \$ 22.98 | 0.00    |
| OPERATOR: ROLLER.....                                                        | \$ 16.20 | 0.00    |

|                                                    |          |      |
|----------------------------------------------------|----------|------|
| OPERATOR: SCRAPER.....                             | \$ 15.54 | 0.00 |
| OPERATOR: SCREED.....                              | \$ 19.24 | 0.00 |
| OPERATOR: TRACTOR.....                             | \$ 16.91 | 0.66 |
| PAINTER.....                                       | \$ 21.02 | 0.00 |
| TRAFFIC CONTROL: FLAGGER.....                      | \$ 14.69 | 3.56 |
| TRAFFIC CONTROL: LABORER-CONES/ BARRICADES/BARRELS |          |      |
| - SETTER/MOVER/SWEEPER.....                        | \$ 16.89 | 0.00 |
| TRAFFIC SIGNAL INSTALLATION/HIGHWAY LIGHTING.....  | \$ 23.69 | 3.40 |
| TRUCK DRIVER: DUMP TRUCK.....                      | \$ 19.81 | 0.93 |
| TRUCK DRIVER: FLATBED TRUCK.....                   | \$ 19.46 | 0.00 |
| TRUCK DRIVER: LOWBOY TRUCK.....                    | \$ 21.54 | 0.98 |
| TRUCK DRIVER: OFF THE ROAD TRUCK.....              | \$ 16.55 | 0.00 |
| TRUCK DRIVER: WATER TRUCK.....                     | \$ 18.27 | 0.00 |
| TRUCK DRIVER: DISTRIBUTOR TRUCK.....               | \$ 20.88 | 0.00 |

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

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updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The SU identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

SU wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

#### State Adopted Rate Identifiers

The SA identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the SA identifier took effect under state law in the state from which the rates were adopted.

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#### WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on

- a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

Branch of Wage Surveys  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210.

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" END OF GENERAL DECISION