

TOWN OF WELAKA
SELECTION COMMITTEE
TOWN COUNCIL MEETING

April 27, 2023, at 9:00 AM
Honorable Willie Washington, Jr. Town Council Room
400 4th Avenue, Welaka, FL 32193

(This meeting will be broadcasted, for view only, on the Town of Welaka's Facebook Page)

1. **Call to Order**
2. **Roll Call by Welaka Town Clerk:**
 - Mayor, Jamie Watts, Chairman**
 - Council President, Jessica Finch**
 - Wastewater Treatment Facility Operator, Randall Harris**
 - Wastewater Treatment Facility Operator, William Wingo**
 - Utility Department Supervisor, Tyler Buford**
3. **Opening and scoring of RFQ 2023-01 Packet Submissions for PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN OF THE DRINKING WATER SYSTEM INFRASTRUCTURE PROJECT**
4. **Opening and scoring of RFP 2023-02 Packet Submissions for the CDBG PROGRAM ADMINISTRATION SERVICES**
5. **Public Comments**
6. **Adjourn**

TOWN OF WELAKA



REQUEST FOR QUALIFICATIONS

RFQ #2023-01

ADVERTISED: Florida Times Union, Thursday April 6, 2023

**RESPONSES ARE DUE BY:
Friday, April 21, 2023 by 12:00 PM**

MAIL OR DELIVER RESPONSES TO:

**Town of Welaka
Meghan Allmon, Town Clerk
400 4th Avenue
Welaka, FL 32193**

Contact: Town Clerk Meghan Allmon (386) 524-4010
TownClerk@welaka-fl.gov

REQUEST FOR QUALIFICATIONS

RFQ #2023-01

PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN OF THE DRINKING WATER SYSTEM INFRASTRUCTURE PROJECT

SECTION ONE

1.01 In accordance with the “Consultants Competitive Negotiation Act” (F.S. 287.055), the Town of Welaka, Florida is seeking Statements of Qualifications from Florida registered firms to design, survey, permit, prepare construction documents, assist with construction bidding, and provide certifications for required clearances for a project that will consist of procuring and the installation of an (AMI) auto read meter system, the rehabilitation of Lift Station #6, including evaluation and possible re-lining of the wet well, install new submersible pumps, a new electrical panel, a generator and transfer switch, a call-out system, a fence, landscaping and restoration included, all in accordance with the approved design plans.

The Town of Welaka is requesting a statement of qualification proposals from firms interested in providing Design and Engineering services under the CDBG grant. Proposals will be accepted **until 12:00 p.m. EST on Friday, April 21, 2023**, in the office of the Welaka Town Clerk, located at 400 4th Avenue, Welaka, Florida 32193.

Procurement and contracting for all services shall conform to CDBG guidelines as well as the state and federal regulation including 2 CFR, Part 200. All records shall be maintained in accordance with state and federal CDBG requirements.

All proposals shall remain valid for a period of ninety days (90) beyond the deadline for submission and may be extended beyond that time by mutual agreement. The Town will automatically reject the response of any person or affiliate who appears on the convicted vendor list prepared by the Department of Management Services, State of Florida, under section 287.133(3)(d), Florida Statutes. The Town of Welaka declares that all or portions of the documents and work papers and other forms of deliverables pursuant to this request shall be subject to reuse by the Town. An award, if made, will be made to the Respondent(s) deemed to receive the highest ranking based on the evaluation criteria included in Section 2.0 of this Request for Proposals.

Each proposal will be reviewed to determine if the proposal is responsive to the RFQ. Proposals deemed to be non-responsive will be rejected without being evaluated. A responsive proposal is one which has been signed and submitted by the specified Proposal deadline and has provided the information required to be submitted with the Proposal. While poor formatting, poor documentation and/or incomplete or unclear information may not be cause to reject a proposal without evaluation, such substandard submissions may adversely impact the evaluation of a Proposal. Respondents who fail to comply with the required and/or desired elements of this RFQ do so at their own risk.

The Evaluation Committee shall review all proposals for compliance with the specifications and select a vendor(s) for recommendation.

The Town reserves the right to reject any and all proposals, to waive informalities in any or all proposals, to re-advertise for proposals, and to separately accept or reject any item or items and to award and/or negotiate a contract in the best interest of the Town of Welaka.

PROPOSED CALENDAR OF EVENTS

Questions Due	April 14, 2023 by 12:00 PM
RFQ Response	April 21, 2023 by 12:00 PM
Evaluation Committee Meeting	April 27, 2023 TBA
Recommended Ranking to Board	May 9, 2023

1.02 COPIES OF RESPONDING DOCUMENTS

Only complete sets of Responding Documents will be issued and shall be used in preparing responses. The Town does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets.

Complete sets of Responding Documents may be obtained in the manner and at the location stated in the Notice of Request for Qualifications.

1.03 PROPOSAL REQUIREMENTS

One (1) original and five (5) copies of sealed proposals, marked “RFQ 2023-01 for Consulting Engineering/CDBG Services” must be received by 12:00 p.m. noon, on Friday, April 21, 2023 at Town of Welaka Town Hall, 400 4th Avenue, Welaka, Florida 32193.

1.04 DISQUALIFICATION OF RESPONDENTS

A. NON-COLLUSION AFFIDAVIT: Any person submitting a response to this RFQ must execute the enclosed NON-COLLUSION AFFIDAVIT. If it is discovered that collusion exists among the Responders, the response of all participants in such collusion shall be rejected, and no participants in such collusion will be considered in future responses for the same work.

B. PUBLIC ENTITY CRIME: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response/bid on a contract to provide any goods or services to a public entity, may not submit a response/bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit response/bids on leases 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,

Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Category Two: \$25,000.00.

C. DRUG-FREE WORKPLACE FORM: Any person submitting a response or proposal in response to this invitation must execute the enclosed DRUG-FREE WORKPLACE FORM and submit it with his response or proposal. Failure to complete this form in every detail and submit it with your response or proposal may result in immediate disqualification of your response.

D. CONFLICT OF INTEREST: Any Respondent who is deemed to have a conflict of interest prohibited by Chapter 112, Florida Statutes, shall be disqualified.

E. PROHIBITED COMMUNICATION: Any form of communication, except for written correspondence, shall be prohibited regarding this particular request for proposals, or any other competitive solicitation between:

1. Any person or person's representative seeking an award from such competitive solicitation; and
2. Any Town Councilor or Councilor's staff, or any Town employee authorized to act on behalf of the Council to award a particular contract.

For the purpose of this section, a person's representative shall include, but not be limited to, the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

The prohibited communication shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation. The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, and contract negotiations during any public meetings, presentations made to the Council, and protest hearings. Further, the provisions of this section shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with any employee, Town Councilor, or decision-making board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The provisions of this section shall terminate at the time the Council, or a Town department authorized to act on behalf of the Council, awards or approves a contract, rejects all bids or responses, or otherwise takes action, which ends the solicitation process.

The penalties for an intentional violation of this article shall be those specified in §125.69(1), Florida Statutes.

1.05 EXAMINATION OF RFQ DOCUMENTS

Each Respondent shall carefully examine the RFQ and other contract documents and inform him or herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress, or performance of the work to be performed under the contract. Ignorance on the part of the Respondent will in no way relieve the Respondent of the obligations and responsibilities assumed under the contract.

Should a Respondent find discrepancies or ambiguities in, or omissions from, the specifications, or be in doubt as to their meaning, Respondent shall at once notify the Purchasing Agent.

1.06 INTERPRETATIONS, CLARIFICATIONS, AND ADDENDA

No oral interpretations will be made to any potential Respondent as to the meaning of the contract documents. Any inquiry or request for interpretation received seven (7) or more days prior to the date fixed for opening of responses will be given consideration. All such changes or interpretation will be made in writing in the form of an addendum and, if issued, will be posted on the Town's Purchasing Website, or sent by available means to all known prospective Respondents prior to the established response opening date. Each Respondent shall acknowledge receipt of such addenda in the space provided in the response form. In case any Respondent fails to acknowledge receipt of such addenda or addendum, the response will nevertheless be construed as though it had been received and acknowledged and the submission of the response will constitute acknowledgment of the receipt of same. All addenda are a part of the contract documents, and each Respondent will be bound by such addenda, whether or not received. It is the responsibility of each Respondent to verify all addenda issued have been received before responses are opened.

1.07 GOVERNING LAWS AND REGULATIONS

The Respondent is required to be familiar with and shall be responsible for complying with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work.

1.08 PREPARATION OF RESPONSES

Signature of the Respondent: The Respondent must sign the response forms in the space provided for the signature. If the Respondent is a professional association or other business entity, the title of the officer signing the response on behalf of the entity must be stated and evidence of the officer's authority to sign the response must be submitted. The Respondent shall state in the response the name and address of each person interested therein.

1.09 SUBMISSION OF RESPONSES

The response shall be submitted in a sealed envelope, which shall be marked so as to clearly indicate its contents and the name of the Respondent. If forwarded by mail, the above-mentioned envelope shall be enclosed in another envelope addressed to the entity and address stated in the Notice of Calling for Proposal, and preferably by special delivery, registered mail; if forwarded otherwise than by mail, it shall be delivered to the same address. Responses will be received until the date and hour stated in the Notice of Calling for Proposal.

Each Respondent shall submit the required evidence of the Respondent's qualifications and experience, as outlined in Section 1.10 and the executed forms set forth in Section 1.04.

1.10 CONTENT OF SUBMISSION

The submission in response to this RFQ shall be printed on 8-1/2" x 11" white paper; shall be clear and concise and provide the information requested herein. The response shall be bound, or in a three-ring binder or equivalent folder, and tabbed. Submissions shall be organized as indicated below. The Respondent should not withhold any information from the written response in anticipation of presenting the information orally

or in a demonstration. Each Respondent must provide adequate documentation to certify the Respondent's compliance with the Town Council's requirements. Respondents should focus specifically on the information requested.

The following information, **at a minimum**, shall be included in the Submittal:

A. Cover Page

A cover page that states:

**“REQUEST FOR QUALIFICATIONS - ENGINEERING SERVICES – DRINKING WATER
SYSTEM INFRASTRUCTURE”**

The cover page should contain Respondent's name, address, telephone number, and the name of the Respondent's contact person.

B. Tabbed Sections

Tab 1. Narrative/Self-Analysis/Statement of Qualifications

The Respondent shall provide a history of the organization, its areas of special expertise, and how the organization will fulfill the needs of the Town if awarded a contract pursuant to this RFQ process.

Respondents shall include the following information:

1. A description of your organizational structure (i.e., publicly held corporation, partnership, etc.).
2. Confirm that you are licensed in the State of Florida and provide documentation.
3. Briefly describe your company's organization, philosophy, and management. Also, please provide a brief company history.
4. Describe your contractual relationships, if any, with organizations or entities necessary for your proposal's implementation
5. How long has your organization been providing these services?

Tab 2. References

Each Respondent shall provide at least three (3) public sector references for the same or similar services during the past three (3) years. If no public sector references are available, non-public sector references may be provided. Each reference shall include, at a minimum:

- Name and full address of reference organization
- Name of Contact person for contract
- Telephone number(s)
- Date of initiation of contract reference, and time period services were provided
- Brief summary of services provided to reference, and comparison of the referenced services to these proposed services

Tab 3. Staffing

It is anticipated that the primary Respondent indicated in the response to this RFQ shall be the primary person providing services to the Town, notwithstanding said entity may use staff to prepare work product required to fulfill the contractual obligations to the Town. Respondents shall include a list of the proposed staff positions and employees that will provide the work required if awarded this contract, along with the qualifications and of such staff members.

In addition, the Respondent shall indicate whether any subcontractors will be used and identify such subcontractors.

Tab 4. Pending/Past Litigation

The Respondent shall describe any pending litigation in which the Respondent is involved as a result of provision of any services which are described herein. The Respondent shall describe any litigation in which the Respondent has been involved within the past five (5) years.

Tab 5. Town Response Forms

Respondent shall complete and execute the response/bid forms specified below and found at the designated pages in this RFQ, and shall include them in the section tabbed 5:

- Vendor Information and Signature Form
- Drug Free Workplace Certificate
- Conflict of Interest Disclosure Statement
- Public Entity Crimes
- Non-Collusion Statement

Tab 6. Proposed Contract

Respondent shall provide a formed contract that may be considered by the Town. Any proposed contract shall be subject to negotiation with the Town and approval by the Town in the event Respondent receives an award to provide the required services.

Tab 7. Additional Materials

Each Respondent may, but is not required to, include resumes and any other materials deemed necessary but not provided otherwise (such as promotional literature, white papers, etc.). They should be clearly marked "Additional Materials". Note that these materials may or may not be reviewed by all evaluators and will not be part of the official evaluation except to the extent they support qualification and experience. Any out-of-scope services not covered in other sections should be included here with a description of the personnel likely to be involved.

1.11 MODIFICATION OF RESPONSES

Written modification will be accepted from Respondents, if addressed to the individual and address indicated in the Notice of Request for Qualifications and received prior to response due date and time.

1.12 RESPONSIBILITY FOR RESPONSE

The Respondent is solely responsible for all costs of preparing and submitting the response, regardless of whether a contract award is made by the Town Council.

1.13 RECEIPT AND OPENING OF RESPONSES

Responses will be received until the designated time and will be publicly opened and read aloud at the appointed time and place stated in the Notice of Request for Qualifications. No responsibility will be attached to anyone for the premature opening of a response not properly addressed and identified. Respondents or their authorized agents are invited to be present.

1.14 DETERMINATION OF SUCCESSFUL RESPONDENT

The Town Council reserves the right to reject any and all responses and to waive technical errors and irregularities as may be deemed best for the interests of the Town. Responses which contain modifications or are incomplete, unbalanced, conditional, obscure, or which contain additions not requested or irregularities of any kind, or which do not comply in every respect with the instruction to Respondents, and the contract documents, may be rejected at the option of the Town Council. Final selection of the successful respondent(s) shall be made by the Town Council at a noticed public meeting.

1.15 INDEMNIFICATION

A. The Respondent shall defend, indemnify and hold harmless the Town of Welaka from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Town) and any other losses, damages, and expenses (including Respondent or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act of omission of the Respondent or its Subcontractors in any tier, their employees, or agents.

B. The first ten dollars (\$10.00) of remuneration paid to the Respondent is for the indemnification provided for above.

C. The successful Respondent agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverage, limits, including endorsements described herein. The requirements contained herein, as well as the Town's review or acceptance of insurance maintained by the Respondent is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Respondent under any resulting contract.

- a.** Commercial General Liability insurance on an "occurrence" basis in an amount not less than \$1,000,000 combined single limit Bodily Injury and Property Damage Liability.
- b.** Business Automobile Liability insurance in the amount of \$1,000,000, providing Bodily Injury Liability and Property Damage Liability.

- c.** Workers' Compensation insurance applicable to its employees, if any, for statutory coverage limits in compliance with Florida Laws including Employers' Liability which meets all state and federal laws.
- d.** Professional Liability/ Errors or Omissions insurance as appropriate for the type of business engaged in by the respondent shall be purchased and maintained by the Respondent with minimum limits of not less than \$1,000,000 combined single limit.

All policies must be endorsed to provide the Town within thirty (30) days with a written notice of cancellation or restriction except for nonpayment of premium. The Vendor shall provide the Town with certificates of insurance showing the existence of coverage required by this RFQ.

SECTION TWO EVALUATION CRITERIA

2.0 EVALUATION CRITERIA

1. Proposal Evaluation Committee and Evaluation Process:

A. Evaluation Committee

The Town shall follow the procedures of the Consultants' Competitive Negotiation Act, Title XIX, Chapter 287, Section 055 of the Florida Statutes. An Evaluation Committee (hereinafter referred to as "the Committee") consisting of at least three (3) members will be established to review, discuss, and evaluate all responsive Proposals submitted in response to this Request for Qualifications (RFQ). The Committee shall conduct a preliminary evaluation of all Proposals on the basis of the information provided and evaluation criteria as set forth in this Request for Proposal.

B. Presentations

The Committee reserves the right to require oral presentations from any or all responsive and responsible Proposers who submit Proposals determined to be reasonably acceptable of being selected for award. Discussions may be conducted for the purpose of clarification and to assure full understanding of, and responsiveness to, the solicitation requirements. The Town will not be liable for any costs incurred by the Proposer in connection with such interviews, presentations, or negotiations (i.e., travel, accommodations, etc.).

C. Award without Presentations

The Town may evaluate and award a Contract based on responses to this Request for Qualifications without discussions or oral presentations. Therefore, each response to this RFQ should contain the Proposer's best terms and conditions for consideration.

D. Ranking

The Committee will evaluate and rank the Proposers by category as set forth in the preceding section entitled "Evaluation Criteria" and based upon that scoring will rank the respondents on an ordinal scale. The resulting score sheet will be submitted to the Purchasing Director to determine the rank order of the respondents.

E. Authority to Award

Contracts negotiated as a result of this RFQ will be presented to the Town of Welaka Town Council for final award.

F. Reserved Rights

The Town, at its sole and absolute discretion, reserves the right to reject any and all, or parts of any and all proposals, to re-advertise this solicitation, postpone or cancel, at any time, this solicitation process, or to waive minor irregularities and informalities in this RFQ or in the proposals received as a result of this RFQ.

1. CDBG and other program contracts, either single or separate as required by each program, are subject to grant awards and release of funds by respective funding agencies. The Town does not guarantee the award of any Contract as a result of this solicitation process.

2. Scoring Criteria:

- (1) Knowledge of State & Federal Rules Governing the CDBG Program as well as Other Grant Programs; **30 points**
- (2) Experience with Projects Funded through CDBG, USDA, FDEP and other Grant Programs; **30 points**
- (3) Experience with Municipal Engineering Projects; **10 points**
- (4) Management and Staffing; **10 points**
- (5) Approach to Task; **10 points**
- (6) Ability to Become Quickly Familiar with Local Conditions; **10 points**

The Town of Welaka shall evaluate the respondent's qualifications, rank the qualifications from all respondents, and negotiate a Contract for the Work according to the regulations applicable to companies that perform professional architectural, engineering, landscape architecture or surveying and mapping services as set forth in Florida Statutes Section 287.055, known as the Consultants' Competitive Negotiation Act ("CCNA").

The evaluation committee shall make a recommendation to the Town Council but the final decision rests with the Town Council. The Town Council reserves the right to reject any and all proposals, to waive informalities in any or all proposals, to re-advertise for proposals, and to separately accept or reject any item or items and to award and/or negotiate a contract in the best interest of the Town of Welaka.

SECTION THREE RESPONSE/BID FORMS

INSURANCE

The consultant shall procure and maintain the following described insurance, except for coverages specifically waived by Town of Welaka. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is “preferred”; however, other ratings if “Secure Best Ratings” may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor’s work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor. Town of Welaka does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor’s interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor’s insurance policies shall be endorsed to name Town of Welaka as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the Town of Welaka, to the extent permitted by its insurance policies.

The contractor’s deductibles/self-insured retention shall be disclosed to the Town of Welaka and may be disapproved by the Town of Welaka. They shall be reduced or eliminated at the option of The Town of Welaka. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of Town of Welaka, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

If any insurance including professional liability is based upon a “claims made” basis, then prior to termination of the contract, the contractor at its expense shall purchase “tail coverage” insurance which will provide professional liability coverage to the contractor (Engineer) and County for a minimum term of 4 years after the termination of the Agreement or Engineer’s professional liability policy, whichever event

occurs later.

Workers Compensation Coverage

The consultant shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with Section 440.02(13) (d) and 440.10(1) (g) Florida Statutes. Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground (X,C,U) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond Town of Welaka's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Professional Liability

\$1,000,000 per occurrence minimum limit.

VENDOR INFORMATION AND SIGNATURE FORM

Vendor Name:	
Trade License (If applicable) :	
Contact Person(s) :	
Street Address with City, State and Zip Code:	
Mailing Address (If different from Above) :	
Phone Number:	
Fax Number:	
E-Mail:	
Proposer will do the work as:	<input type="checkbox"/> Individual <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation
Date and State of Incorporation:	DATE: _____ STATE: _____
Name of partnership or joint venture:	

By signing below, the submission shall be deemed a representation and certification by the Proposing Firm that you have investigated all aspects of the solicitation, have read and understand the solicitation, and acknowledge all addenda.

Authorized Signature: _____

Printed Name of Signer: _____

Date Signed: _____

Title of Signatory: _____

DRUG FREE WORKPLACE CERTIFICATION

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

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the employer’s policy of maintaining a drug-free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under this solicitation, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

VENDOR _____ TITLE _____

AUTHORIZED SIGNATURE _____ DATE _____

CONFLICT OF INTEREST DISCLOSURE STATEMENT

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

Names of Officer, Director, Employee or Agent that is also an Employee of Town of Welaka:

Name of Town of Welaka Employee that owns 5% or more in Respondent's firm:

Not applicable: _____

Name

Company

Date

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS**

1. This sworn statement is submitted to _____

By _____

For _____

Whose business address is _____

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

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement): _____

2. I understand that a “public entity crime” as defined in Section 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 of 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 such an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

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

(a) A predecessor or successor of a person or a corporation convicted of a public entity crime, or

(b) An entity under the control of any natural person who is active in the management of the entity

and who has been convicted of a public entity crime. The term “affiliate” includes 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 agreement 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 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.

5. I understand that a “person” as defined in Paragraph 287.133 (1)(e), Florida Statute, 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 “persons” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies].

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1(ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Printed Name]

[Signature]

State of FLORIDA

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me _____, or who presented _____ as identification, and who did take an oath.

[Signature of Notary Public]

[Printed Name of Notary Public]

NOTARY STAMP OR SEAL BELOW

Notary Commission Expires: _____

NON-COLLUSION STATEMENT

I hereby attest that I am the person responsible within my company for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my company.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication, or agreement for the purpose or with the effect of restricting competition with any other company or person who is a bidder or potential prime bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other company or person who is a bidder or potential prime bidder on this project and will not be so disclosed prior to bid opening.
3. Neither the prices nor the amount of the bid of any other company or person who is a bidder or potential prime bidder on this project have been disclosed to me or my company.
4. No attempt has been made to solicit, cause, or induce any company or person who is a bidder or potential prime bidder to refrain from bidding on this project, or to submit a bid higher than the bid of this company, or any intentionally high or noncompetitive bid or other form of complementary bid.
5. No agreement has been promised or solicited for any other company or person who is a bidder or potential prime bidder on this project to submit an intentionally high, noncompetitive, or other form of complementary bid on this project.
6. The bid of my company is made in good faith and not pursuant to any consultation, communication, agreement, or discussion with, or inducement or solicitation by or from any company or person to submit any intentionally high, noncompetitive or other form of complementary bid.
7. My company has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any company or person, or offered, promised or paid cash or anything of value to any company or person, whether in connection with this or any other project, in consideration for an agreement or promise by any company or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.
8. My company has not accepted or been promised any Subcontract or Agreement regarding the sale of materials or services to any company or person, and has not been promised or paid cash or anything of value by any company or person, whether in connection with this or any other project, in consideration for my company's submitting any intentionally high, noncompetitive or other form of complementary bid, or agreeing or promising to do so, on this project.
9. I have made a diligent inquiry of all members, officers, employees, and agents of my company with responsibilities relating to the preparation, approval, or submission of my company's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
10. I understand and my company understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from the Town of Welaka, of the true facts relating to submission of bids for this contract.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Signature

Company Name

Title

Address

Date

Phone Number

REQUEST FOR PROPOSALS



CDBG PROGRAM ADMINISTRATION SERVICES

RFP #: 2023-02

ADVERTISED: Florida Times Union, Thursday, April 6, 2023

PRE-BID MEETING: N/A

BID DEADLINE: 12:00 p.m. EST Friday, April 21, 2023

BIDS/PROPOSALS ARE TO BE SUBMITTED TO:

Meghan Allmon, Welaka Town Clerk
400 4th Avenue
Welaka, FL 32193

ATTACHMENTS: Notice of Request for Bids/Proposals
General Instructions and Conditions
Special Instructions and Conditions
Minimum Technical Specifications Bid

Forms (**To be submitted with bid.**):
Public Entity Crimes Statement
Drug Free Workplace Certification
Conflict of Interest Form

Meghan E. Allmon, Welaka Town Clerk

INSTRUCTIONS TO BIDDERS/PROPOSERS

Qualified firms are invited to submit a Bid/Proposal to the Town of Welaka, Florida for the **CDBG PROGRAM ADMINISTRATION SERVICES, RFP NO: 2023-02**, by replying to the enclosed specification. In order for the Bid/Proposal to be considered, complete all items in this specification.

All Bids/Proposals must include one **(1) original** and **five (5) copies** and be addressed to:

Town of Welaka
Attn: Meghan Allmon
400 4th Avenue
Welaka, FL 32193

Proposals must be **received** at the address listed above no later than **12:00 p.m. EST Friday, April 21, 2023**. Late Proposals will not be accepted, regardless of the reason.

Proposal envelopes must be **sealed and marked** with the RFP number, due date, and name of Proposer so as to identify the enclosed submittal. If more than one package is submitted, please mark "1 of 2", "2 of 2", etc.

INTERPRETATION OF SPECIFICATION

All questions pertaining to the terms and conditions of the scope of work of this Bid/Proposal must be submitted **in writing** via email or regular mail to the Town Clerk as shown below:

Town of Welaka
Attn: Meghan Allmon
400 4th Avenue
Welaka, FL 32193
TownClerk@welaka-fl.gov

No oral interpretations will be made to any firm as to the meaning of specifications or any other contract documents. In accordance with Florida Statutes 287.057(23), "Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response." Questions must be submitted **in writing to the Town Clerk** or as referenced above.

All questions must be received at least seven (7) calendar days prior to the scheduled opening of Bids/Proposals. Any interpretation of the Bid/Proposal terms, conditions, and/or specification, if made, will be only by Addendum issued by the Town Clerk. A copy of such Addendum will be posted to the Town's website at www.welaka-fl.gov and mailed to each proposer that received a copy of the advertisement of the Request for Bids/Proposals. **IT IS THE RESPONSIBILITY OF THE BIDDER/PROPOSER TO CHECK THE TOWN'S WEBSITE FOR ANY ADDENDA PRIOR TO SUBMITTING A BID/PROPOSAL.** No verbal instructions or interpretations of drawings and specifications will be made other than indicated above.

The Town reserves the right to reject any or all proposals, to waive informalities in the Bids/Proposals and to re-advertise for Bids/Proposals. The Town also reserves the right to separately accept or reject any item or

items of a Bid/Proposal and to award and/or negotiate a contract in the best interest of the Town.

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SPECIAL INSTRUCTIONS AND CONDITIONS

CDBG PROGRAM ADMINISTRATION SERVICES

* Note: The GENERAL INSTRUCTIONS AND CONDITIONS (attached hereto) apply, except as set forth below, for this Bid.

A. Description: () See Attached (X) As Follows

The Town of Welaka requests proposals from individuals or firms to provide the following services for a grant funded project in the Federal Fiscal Year (FFY) Florida Small Cities CDBG Program funding cycle. The Town has been awarded \$600,000 under the Neighborhood Revitalization category.

The FFY 2021/2022 project for which services are requested, and for which CDBG-NR and other public funds shall be utilized, may be generally described as grant administration services related to implementation and management of a project involving procuring and installation of an (AMI) auto read meter system and rehabilitation of lift station #6 including evaluation and possible relining of wet well, install on new submersible pumps, new electrical panel, generator and transfer switch, call out system, fence, and landscaping and restoration included, in accordance with the approved design plans for the Town of Welaka.

B. Specifications: (X) See Attached () As follows:

See attached Scope of Services.

C. Contract/Agreement Required: () None (X) As follows:

To be finalized post award.

D. Items to be submitted with Proposal: () None (X) As follows:

- One (1) original with five (5) copies of the proposal
- Public Entity Crimes Statement
- State of Florida License
- Drug Free Workplace Certification
- Conflict of Interest Form

E. Deadline and place for submission of Proposals:

12:00 PM, Friday, April 21, 2023

Welaka Town Hall

400 4th Avenue

Welaka, Fl. 32193

F. Insurance Requirements: () None (X) As follows:

	<u>Minimum Coverage</u>
Property Damage:	\$500,000
General Liability:	\$1,000,000/2,000,000
Automobile Liability:	\$1,000,000/2,000,000
Workers' Compensation:	\$Statutory Limit*

Note: Insurance Certificate must be provided by Successful Bidder/Proposer upon execution of Agreement. Town is to be listed on the Bidder's/Proposer's Certificate of Insurance as Additional Insured AND Certificate Holder in order for the Town to be notified if the insurance is canceled or modified.

G. Bond Requirements: () None (X) As follows:

	<u>Amount of Bond</u>
Bid Bond	\$ _____ or <u>N/A</u> % of Bid
Performance Bond	\$ _____ or <u>N/A</u> % of Bid
Payment Bond	\$ _____ or <u>N/A</u> % of Bid
Construction Bond	\$ _____ or <u>N/A</u> % of Bid
Other:	\$ _____ or <u>N/A</u> % of Bid

H. Number of Copies of Bid Forms with original signature(s) Required:

One (1) unbound original, with Notarized Signatures, plus five (5) copies.

NOTICE:

Proposals may be rejected if all documents are not completed and executed, and the numbers of copies specified/requested of each are not submitted with the Proposal.

GENERAL INSTRUCTIONS AND CONDITIONS

(1) NOTICE TO BIDDERS/PROPOSERS

The following general instructions and conditions apply to all Requests for Bids/Proposals unless modified by the provisions set forth in the “**Special Instructions and Conditions**” attached hereto. If there is a conflict between the “Special Instructions and Conditions” and these “General Instructions and Conditions,” the provisions in the Special Instructions and Conditions will apply. **Note: The General Instructions and Conditions and the Special Instructions and Conditions are periodically revised; potential Bidders/Proposers should read both carefully prior to submitting a Bid/Proposal. The attached Special Instructions and Conditions apply only to this Bid/Proposal.**

(2) SUBMITTAL OF BIDS/PROPOSALS

Qualified businesses or individuals requesting consideration must submit a complete Bid/Proposal with any/all attachments in a sealed package clearly marked with the **name** and **number of the Bid/Proposal**, to the attention of the Town Clerk, prior to closing time at the address shown in the **Special Instructions and Conditions** attached hereto. If not so marked as to this wording, sealed and/or received by the closing time, the Bid/Proposal will not be accepted. Bid/Proposal packages, additional information regarding this Bid/Proposal, or the bidding procedures may be obtained by contacting the Town Clerk, Meghan Allmon at townclerk@welaka-fl.gov

It shall be the sole responsibility of the Bidders/Proposers to have their Bid/Proposal delivered on or before the closing time and date stated in the **Special Instructions and Conditions**. Any Bids/Proposals received after the stated time and/or due to delays caused by mail or courier delivery, or any other reason, shall not be opened or otherwise considered, and will be returned at the bidder's/proposer's expense.

Bids/Proposals shall be opened and publicly announced at the Town Clerk's Office, Town Hall, 400 4th Avenue Welaka, FL 32193, after closing of Bids/Proposals, unless otherwise specified in the Special Instructions and Conditions.

(3) SPECIFICATIONS AND REQUIREMENTS

The detailed specifications and additional requirements relating to this Bid/Proposal are set forth in the Special Instructions and Conditions attached hereto.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification as to any details or any omission of a detailed description concerning any point shall be regarded as meaning that only the best construction practices are to prevail and that only new materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of specifications shall be made accordingly by the Town.

(4) BID/PROPOSAL FORM

Bidders/Proposers shall complete, sign, and furnish the “Bid Certification Form”, together with the forms, specifications and materials required in the “Special Instructions and Conditions” or any exhibits attached hereto. This will include a properly executed Drug-Free Workplace Certification, and a Sworn Statement on Public Entity Crimes Form, pursuant to Section 287.133(3)(a), Florida Statutes. The minimum number of complete Bid/Proposal packages to be submitted is set forth in the Special Instructions and Conditions.

If the "Special Instructions and Conditions" include a "Scope of Work" provision, and/or provide for a supplemental and or implementing agreement, the Town reserves the right to modify the "Scope of Services." Further, the terms and conditions of any such agreement shall be modified prior to execution by the Town, if such modifications are determined to be in the best interest of the Town.

Bids/Proposals may be considered non-responsive, at the sole option of the Town, and may be rejected if they include omissions, alterations of form, additions not called for, conditions or limitations, unauthorized alternate Bids/Proposals, submission of less than the number of bid packages requested, or other irregularities of any kind.

Unless otherwise stated, the price(s) set forth in the Bid/Proposal include(s) all costs and expenses for labor, equipment, materials, commissions, transportation charges and expenses, handling material inspection, and patent fees and royalties, together with any and all other costs and expenses for providing the service, equipment, materials or performing and completing the work as shown according to the plans and specifications herein.

If quotations are requested for the various items of work, they are intended to establish a total price for providing the materials, equipment, services, or completing the work in its entirety. If the Bidder/Proposer determines that the cost for any item of work has not been established by the Proposal Form, the cost for that work is to be included in other applicable Bid/Proposal item(s), so that the Bid/Proposal reflects the total price for completing that work in its entirety.

In the event of a discrepancy between a unit bid price and an extension, the unit bid price will govern. Written prices shall govern over figures.

(5) CLARIFICATION AND ADDENDA

Each Bidder/Proposer shall examine all Bid/Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning the interpretation, clarification or additional information pertaining to this Invitation to Bid/Request for Bid/Proposal will be accepted by the Town Clerk up to and including five (5) working days prior to the closing date and time stated herein. The issuance of a written addendum signed by the Town Clerk is the only official method whereby interpretation, clarification or additional information can be given. The Town shall not be responsible for oral interpretations given by any Town employee, representative or others. If any addenda are issued, the Town will attempt to notify all known prospective Bidders/Proposers. However, it shall be the responsibility of each Bidder/Proposer, prior to submitting a Bid/Proposal, to contact the Town Clerk's Office to determine if addenda were issued, and to make such addenda a part of the Bid/Proposal. If an addendum has been issued and was not incorporated in the Bid/Proposal documents submitted by Bidder/Proposer, the Bid/Proposal may not be accepted or considered by the Town.

(6) MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS

Unless otherwise specifically stated in the Special Instructions and Conditions, any manufacturer's names, trade names, brand names, catalog numbers, or similar information listed in a specification, are for the purpose of information and illustration, and are not intended to restrict the submission of alternates meeting minimum specifications. The Bidder/Proposer may offer the same or any alternate for which the Bidder/Proposer is an authorized representative, which meets or exceeds the specifications for any item. If a manufacturer's name or model is included in the specification, and a Bid/Proposal is based on alternate products or services which Bidder/Proposer maintains is equivalent and meets or exceeds specifications, Bidder/Proposer is to indicate on the Bid/Proposal Form the manufacturer's name and related information of the alternate, including any deviation from the specifications. Unless expressly noted on the Bid/Proposal that an alternate is being proposed, and the specification includes a specific manufacturer's model or brand, the Bid/Proposal will be

considered as a quotation for the item(s) stated in the specifications.

(7) INFORMATION AND DESCRIPTIVE LITERATURE

Bidders/Proposers must furnish all information requested in the Bid/Proposal packet including but not limited to any sketches, plans, designs, specification, and descriptive literature regarding the product(s)/service(s) being offered. Bids/Proposals which do not comply with these requirements are subject to rejection. Reference to submission of documentation or materials with a previous Bid/Proposal will not satisfy this provision.

(8) BONDS/INSURANCE

If the Bid/Proposal is accepted by the Town, it will become a binding contract on both parties. If a bond or cashiers/certified check is required as a bond, it shall be submitted with the Bid/Proposal. If the undersigned shall fail to deliver or perform, or if applicable, execute a contract if provided for herein, then the Town may, at its option, determine that the undersigned has abandoned the award/contract, and thereupon such acceptance of the Bid/Proposal and/or award shall be null and void, and any cashiers/certified check or bond accompanying this Bid/Proposal shall be forfeited to and become the property of the Town. The full amount of said check, or if a bond, the full amount of such bond, shall be paid to the Town as partial liquidated damages; otherwise, any bond or cashiers/certified check accompanying this Bid/Proposal shall be returned to the undersigned within 30 calendar days from the date of award, or if provisions for a Notice to Proceed are included, from the date of the Notice to Proceed.

If a bid or proposal bond is required, the bonds of unsuccessful Bidders/Proposers will be returned within 30 calendar days of the Bid/Proposal due date, except as set forth below.

If a proposal is subject to the Competitive Negotiations Act, the bonds will be returned within 60 days of the proposal due date, except for the bond of the 3 highest ranked proposers. Within 30 days of execution of a contract, bonds from the remaining unsuccessful proposers will be returned.

Bid bond, if required, will be returned within 30 calendar days of delivery/acceptance of the item(s) bid or service(s) provided, unless a standard payment and performance bond is required. When a standard Payment and Performance Bond is required, the bid bond of the successful Bidder/Proposer will be returned within 30 calendar days from the date of the Notice to Proceed.

In the event a bid is awarded, a proposal is accepted, and/or a contract is executed, and the Bidder/Proposer chooses not to proceed, or fails to perform for any reason, the bond will be forfeited and retained by the Town as partial liquidated damages. Future Bids/Proposals will not be accepted for consideration from the Bidder/Proposer for five (5) years, or such shorter period as the Town Commission may determine.

In the event an award/selection is not made within 90 days after the Bid/Proposal due date and the Town does not return all bonds, upon 30 business days written request, a bidders/proposer may withdraw their bid or proposal from consideration and obtain a refund of the Bid/Proposal bond.

All Awards will be subject to presentation of any required performance bond or certificate of insurance prior to any purchase authorizations, agreements, contract documents, or delivery. The Bidder/Proposer shall maintain any performance bonds or insurance coverage set forth in the Special Instructions and Conditions, at its own expense. If insurance is required, the Town is to be listed on the bidder/proposer's Certificate of Insurance as an additional insured and certificate holder in order that the Town will be notified if the insurance is canceled or modified. The certificate shall also list the name of the project/service/equipment purchased, and the expiration date of the policy. At the Town's option, an award may be canceled, and any bid bond forfeited if any required performance bond or insurance certificate is not delivered within 21 calendar days of the date of award.

***Note:** The provisions of this section are in addition to and not a replacement for, any Bid/Proposal and/or performance bond required in the Special Instructions and Conditions. The foregoing provisions are intended to be in addition to any other legal remedy available to the Town for non-performance by a Bidder/Proposer subsequent to the acceptance and/or award of a bid or proposal.*

(9) SERVICE AND WARRANTY

If any warranty repair or replacement service is requested in the Special Instructions and Conditions, any deviation or limitation from the requirements is to be expressly stated on the Bid Request for Proposal Certification Form.

If the service or product provided to the Town pursuant to the bid consists of computer hardware, software or firmware, the Bidder/Proposer warrants that said product will accurately process/or reflect data from, into and between the twentieth and twenty-first centuries, including leap-year calculations.

(10) CONTRACT FORMS

Any agreement or contract resulting from the acceptance of a Bid/Proposal shall be on forms either supplied by or approved by the Town, and shall contain, as a minimum, applicable provisions of the Invitation to Bid/Request for Proposal, and the Bid/Proposal documents to be submitted by Bidder/Proposer, including the Special Instructions and Conditions, General Instructions and Conditions, and all attachments therewith. The Town reserves the right to reject any Bid/Proposal or resulting agreement which does not conform to the Invitation to Bid/Proposal and, if applicable, any Town requirement relating to such an Agreement.

The Town reserves the right to extend any contract or agreement for an additional period of not more than ninety (90) days beyond the original expiration date. Prices in effect on the last day of the contract shall remain in effect for the contract extension period. Additional extensions shall be subject to agreement of both parties.

The successful Bidder/Proposer will be required to execute any resulting agreement and provide any bonds or insurance certificates required within 10 days of contract execution. Failure to timely execute the necessary bond or insurance certificate will result in cancellation of an award, with no further obligation by the Town.

This Bid/Proposal is subject to the appropriation of funds in an amount sufficient to allow continuation of the Town's performance in accordance with the terms and conditions of this Bid/Proposal for each and every fiscal year in which this Bid/Proposal is executed and entered into. If funds are not appropriated/available, the Town shall provide prompt written notice to the selected Bidder/Proposer that effective thirty (30) days after giving such notice, or upon the expiration of the time for which funds were appropriated, whichever occurs first, the Town will thereafter be released of all further obligations related to the Bid/Proposal and/or award.

(11) BID/PROPOSAL EXPENSES

All expenses for preparing and submitting Bids/Proposals to the Town are to be borne by the Bidder/Proposer.

(12) VARIANCES

Any variance whatsoever from the Bid/Proposal Specifications are to be clearly identified on the Bid/Proposal form. Acceptance of any proposed variations will be at the sole discretion of the Town.

(13) CONFLICT OF INTEREST

The award of a bid or acceptance of proposal is subject to Chapter 112, Florida Statutes. All Bidders/Proposers must disclose with their Bid/Proposal the name of any officer, director, or agent who is a Town official or

employee, or a member of an official's or employee's immediate family. Further, Bidders/Proposers must disclose the name of any Town official or employee, or a member of an official's or employee's immediate family, who owns directly or indirectly an interest of ten percent (10%) or more in the bidder's/proposer's firm or related business.

(14) DELIVERY

All items provided pursuant to an award are to be delivered prepaid to the Town Clerk's Office, 400 4th Ave., Welaka, Fl. 32193, unless a different location is specified in the Special Instructions and Conditions. All delivery charges are to be included in the Bid/Proposal price. No Collect on Delivery (C.O.D.) will be accepted. Title and risk of loss or damage to all items shall be the responsibility of the Bidder/Proposer until delivered to the Town.

(15) INSPECTION, ACCEPTANCE AND TITLE

All items delivered pursuant to an award are subject to inspection and review prior to acceptance by the Town. Acceptance, evidenced by separately written Notice of Acceptance or full payment, will be made only after verification of compliance with all specifications. Acknowledgment of delivery and/or partial payment does not constitute acceptance.

(16) OWNERSHIP RIGHTS AND PUBLIC RECORDS LAW

Public Records Law. Bidder/Proposer acknowledges that they are familiar with the provisions of the Public Records Law of the State of Florida.

Bidder/Proposer agrees to comply with Chapter 119, Florida Statutes, and specifically per Florida Statute 119.0701, Bidder/Proposer agrees to keep and maintain public records that would be required by the Town of Welaka, FL in order to perform the services provided for in this agreement; Bidder/Proposer agrees to provide public access to any required public records in the same manner as a public agency; Bidder/Proposer agrees to protect exempt or confidential records from disclosure; Bidder/Proposer agrees to meet public records retention requirement; and Bidder/Proposer agrees that at the end of the term of this agreement, to transfer all public records to the Town of Welaka, FL and destroy any duplicate, exempt or confidential public records.

All products generated by the Bidder/Proposer for the Town become the property of the Town. The Town may require submission of any electronic file version of reports, data, maps, or other submission of documentation produced for or as a result of this Bid/Proposal in addition to paper documents.

Further, in accordance with the Public Records Laws of the State of Florida, Section 119.0701, (2013), Contractor must:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate

public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

- E. If a contractor does not comply with a public records request, the public agency shall enforce the contract provision in accordance with the contract.

(17) RESERVED RIGHTS

The Town reserves the right to reject any and all Bids/Proposals, with or without statement of cause, request resubmissions, or to waive any irregularities or technicality or negotiate modifications to any Bid/Proposal which may be in the best interest of the Town.

Bidders/Proposers which do not normally engage in providing the types of commodities/services specified herein may be required to demonstrate they have sufficient financial support, equipment, and organization to ensure they can satisfactorily perform if awarded a bid/contract under the terms and conditions herein stated.

The Town reserves the right to make such investigations as it deems necessary to determine the ability of any Bidder/Proposer to perform the work or service requested. Any information the Town deems necessary to make such determinations shall be provided by the Bidder/Proposer upon request as a condition of further consideration of the Bid/Proposal. The applicability of all information obtained, and the Town's decision shall be final. By submitting a bid or proposal, Bidder/Proposer authorizes such investigation.

If the contract awarded as a result of this bid is terminated prior to the end of the term, the Town reserves the right to award the balance of the contract to the next lowest responsive and responsible bidder.

(18) ADVERTISING

In submitting a Bid/Proposal, Bidder/Proposer agrees not to use the results therefrom as a part of any commercial advertising or marketing purposes without written approval of the Town Manager.

(19) GOVERNMENTAL RESTRICTIONS/REQUIREMENTS

In the event any governmental restrictions are imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered in a Bid/Proposal, it shall be the responsibility of the successful Bidder/Proposer to immediately notify the Town of the specific regulation which required an alteration, and the specific alterations that will be made to the item(s) bid/proposed. The Town reserves the right to accept any such alteration/substitution, including any price adjustments resulting therefrom, or to cancel the award at no expense to the Town.

(20) NON-DISCRIMINATION

There shall be no discrimination as to race, sex, color, creed, handicap, or national origin in the selection, award, or operations conducted, or performance related to any bid or proposal.

(21) UNAUTHORIZED EMPLOYEES OR AGENTS

Employment of unauthorized aliens by Bidder/Proposer is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If selected Bidder/Proposer knowingly employs unauthorized aliens, such action shall be cause for unilateral cancellation of this agreement and the Town may recover damages from

selected Bidder/Proposer resulting from such cancellation. The selected Bidder/Proposer shall be responsible for including this provision in any context with and requiring compliance by any/all subcontracts performing for selected Bidder/Proposer relating to this agreement.

(22) OTHER GOVERNMENTAL ENTITIES - OPTIONAL APPLICATION

In the State of Florida, other Florida public entities may “piggy-back” on competitive Bid/Proposal awards under the same terms and conditions, if all parties are in agreement.

(23) LEGAL NAME

Bids/Proposals shall clearly indicate the legal name and organizational structure, business address, telephone number, and email address of the Bidder/Proposer. Bids/Proposals shall be signed above the typed or printed name and title of the individual submitting the Bid/Proposal. The signer shall warrant he/she has the authority to bind the Bidder/Proposer to the terms and conditions of the submitted Bid/Proposal.

(24) WAGES

State and Federal minimum wage and hour regulations apply to Bidder/Proposer and all subcontractors.

(25) SELECTION

The Town intends to award this bid to the lowest responsive and responsible bidder or bidders. However, the Town reserves the right to reject any and all Bids/Proposals. The procedures for the selection/award of Bids/Proposals are provided for by Florida Statutes and the Town’s Charter, Code of Ordinances, and Administrative Policies. Generally, all Bids/Proposals are reviewed by Town staff and evaluated by the Town Manager, and if required by law, by a Selection Advisory Committee appointed by the Town Manager. The type and price of the product(s) or service(s) being acquired determines if an award or selection may be made by the Town Manager or requires Town Commission approval. For information on which procedure applies to a particular Bid/Proposal, contact the Town Clerk.

Bids/Proposals will be evaluated based on, but not limited to, one or more of the following criteria as appropriate:

- compliance with specifications
- price (if applicable)
- capability/adequacy of Bidder/Proposer
- past and current projects, services or equipment provided to the Town
- delivery schedule
- prior government projects, services or equipment provided to other jurisdictions, and
- general reputation, location, and references

Separate procedures and requirements relating to Requests for Bids/Proposals/Qualifications apply for certain grant programs and for professional services, for example the Consultants’ Competitive Negotiation Act (Florida Statute 287.055), and by the Town’s Code. When the Town initiates such a Request for Proposals/Qualifications, the selection process and related procedures are included in the Special Instructions and Conditions.

Pursuant to Chapter 287.087 Florida Statutes, in the event two (2) or more bids are equal with respect to price, quantity, and services, preference will be given to Bidders/Proposers which have implemented Drug-Free Workplace Programs.

Further, per 287.087(11) "If two equal responses to a solicitation or a request for quote are received and one response is from a certified minority business enterprise, the agency shall enter into a contract with the certified minority business enterprise." In addition, at the sole discretion of the Town, payment terms, conditions, and other consequential information may be utilized in resolving apparent tie Bids/Proposals.

NOTE: For consideration, Bidder/Proposer must return the Bid Certification Form included in the Bid/Proposal package.

(26) INDEMNIFY

After notification of award, the successful Bidder/Proposer agrees to defend, indemnify and hold harmless the Town and its officials, officers, employees, agents, and invites, from and against all claims, suits, sections, damages, or causes of action arising from any personal injury, loss of life or damage to property, sustained by reason of, or as a result of constructing, manufacturing, processing, delivery, or performance of the services or work for which the Bid/Proposal was awarded or any resulting agreement executed, and from and against any orders, judgments, or decrees which may be entered thereto, and from and against all costs, attorney's fees, expenses, and liabilities incurred in or by reason of the defense of any such claim, suit or action, and the investigation thereof. Nothing in any resulting agreement shall be deemed to affect the rights, privileges and immunities of the Town of Welaka, Florida.

The selected Bidder/Proposer, without exception, shall also indemnify and hold harmless the Town and its officials, employees, agents, and invites from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process or article manufactured or used in the performance of the contract, including its use by the Town. If the selected Bidder/Proposer uses any design, device or materials covered by patent or copyright, it is mutually agreed and understood that the Bid/Proposal prices include all royalties or costs arising from the use in any way of such design, device or materials involved in the product and/or services provided to the Town.

(27) MODIFICATION - AFTER AWARD

Any changes proposed by a Bidder/Proposer after an award in (a) materials used, (b) manufacturing process, (c) construction, or (d) specifications, are to be submitted in writing to the Town Manager prior to delivery. No changes shall be approved and binding upon the Town unless evidenced by a Change Order issued and signed by the Town Manager.

(28) ASSIGNMENT

Any purchase order issued pursuant to this bid invitation/request for proposal and the funds which may become due hereunder, are not assignable, except with the prior written approval of the Town Manager.

(29) DISCLOSURE

Bidder/Proposer acknowledges by submitting a Bid/Proposal that all information provided to the Town is part of the public domain as defined by Florida Statutes and is considered a public record. Information should not be labeled "confidential," unless specifically exempted under said Statutes, and exempts the Town from any liability for releasing all information to the public, including inadvertently releasing information deemed confidential by the Bidder/Proposer.

(30) TAXES

The Town is a tax-exempt Florida municipality, Federal Employment Identification Number

59-1285912. Florida State Tax Number 85-8012739715C-4. Copies of Exemption Certificate and related information may be obtained by contacting the Town Clerk, townclerk@welaka-fl.gov

(31) APPLICABLE LAWS/LEGAL VENUE

All applicable laws, regulations and ordinances of the State of Florida, Putnam County and the Town of Welaka will apply to consideration and award of any Bid/Proposal and the performance of the Bidder/Proposer pursuant thereto and shall be governed by the laws of the State of Florida both as to intention and performance. The venue for any action arising from the award or subsequent performance shall lie in the Circuit Court of Alachua County or the United States District Court for the Northern District of Florida, as applicable.

NOTE: ANY AND ALL PROVISIONS SET FORTH IN THE SPECIAL INSTRUCTIONS AND CONDITIONS ATTACHED HERETO, WHICH VARY FROM THESE GENERAL INSTRUCTIONS AND CONDITIONS, SHALL HAVE PRECEDENCE.

CDBG PROGRAM ADMINISTRATION SERVICES
RFP NO: 2023-02

SCOPE OF SERVICES

Town of Welaka, Florida
Request for Proposals: Program Administration Services
FFY 2021/2022 Community Development Block Grant Program
RFP NO. 2023-02

The Town of Welaka requests proposals from individuals or firms to provide the following services for a grant funded project in the Federal Fiscal Year (FFY) Florida Small Cities CDBG Program funding cycle. The Town has been awarded \$600,000 under the Neighborhood Revitalization category.

The FFY 2021/2022 project for which services are requested, and for which CDBG-NR and other public funds shall be utilized, may be generally described as grant administration services related to implementation and management of a project involving procuring and installation of an (AMI) auto read meter system and rehabilitation of lift station #6 including evaluation and possible relining of wet well, install on new submersible pumps, new electrical panel, generator and transfer switch, call out system, fence, and landscaping and restoration included, in accordance with the approved design plans for the Town of Welaka.

Administration services shall include, but not be limited to: identifying project/program needs, formulating appropriate grant solutions, developing program linkages, reviewing and developing necessary policies and procedures, developing and administering the program(s), conducting environmental review(s), monitoring of contractors and project activities to ensure program compliance, coordinating with all funding agencies, developing and administering agency contract(s), tracking and managing program funds in compliance with program guidelines, oversight of citizen complaint processes, and providing reports and technical assistance required to complete grant/loan programs and as requested by the Town.

Procurement and contracting of all services shall conform to CDBG guidelines and state and federal regulations including Rule 73C-23 F.A.C. and 2 CFR 200. Proposals shall be reviewed by a selection committee, ranked based upon the following criteria, and negotiation for contracts shall follow the order of ranking from highest to lowest score.

Ongoing administration for the FFY 2021/2022 funding cycle year shall be applicable to the grant related projects and services requested. Contingent upon successful ranking of proposals and negotiation of a contract, nothing shall preclude the Town from selecting a single, qualified firm to provide all services.

Proposals must contain complete, detailed responses to requests for information contained in this document and any subsequent addenda issued regarding this RFP. Proposals must conform to the following structure, and must incorporate information regarding subcontractors where applicable:

1. **Cover Letter:** The title page should be addressed to Meghan Allmon, Town Clerk, and include the title and number of the RFP, the name and address of the proposing firm, and the name, title and telephone and fax number of the contact person, and the date of the proposal.
2. **Table of Contents**
3. **Letter of Transmittal:** A signed letter of transmittal briefly stating the Proposer's understanding of the work to be done, the commitment to perform the work within the time period specified herein, a statement why the firm believes itself to be best qualified to perform these services to the Town, and a statement that the proposal is a firm offer and is irrevocable for ninety (90) days. The signor shall have the authority to negotiate and contractually bind a contract. **Firm Profile:** Outline your firm's profile and its organizational history in a narrative; include an organizational chart. This section should be limited to two (2) pages.
4. **Staff Administration Experience:** The total number of years of experience Staff has with administering projects through the State of Florida Small Cities Community Development Block

Grant Program. Please include evidence of experience.

5. **Firm's Success in CDBG Regular Category and ED Administration:** Total number of Regular Category and Economic Development CDBG grants that were successfully administered by the firm and closed out with no extensions or comments.
6. **Quality of the Firm's Proposed Approach to Administering the Grant:** Requires an outline of the proposed tasks to be performed.
7. **CDBG Client Reference:** Number of letters of recommendation from CDBG client references from other communities.
8. **Fee Proposal:** Provide a detailed fee schedule for services and an explanation or a basis for the fees proposed. (Please note requirements from Florida Statutes 112.061 and any additional requirements of CDBG).
9. **Certification:** Document your firm's status as Certified Minority/Women Owned Business, if any. Certification may be state, federal, Town or local government. The federal definition of MBE/WBE must be met. Provide a copy of a current certification.
10. **License to Practice in Florida:** Must be licensed and permitted to practice in the State of Florida. Include a copy of all licenses, certificates and W-9 form.
11. **Insurance Requirements:** The firm shall provide the Town of Welaka with certificates of insurance meeting the required insurance provisions.

Proposals shall be evaluated using the following criteria:

1. Capacity to serve the need of the Town of Welaka, including background Services, and capacity to develop strategic grant plans (20 points)
2. Successful Experience with Florida Small Cities CDBG (20 points)
3. Key Staff and Qualifications (15 points)
4. Ability to address the needs of the project to include understanding the local needs and approach to project (20 points)
5. Reputation and client references, recent local government clients (15 points)
6. Certified Minority/Women-Owned Business (5 points)
Certification may be by state, federal, county, or local government. The Federal Definition of MBE/WBE must be met.
7. Fee and Proposed Fee Basis
Lowest Fee (5 points)
Next Lowest Fee (4 points)
Next Lowest Fee (3 points)
Next Lowest Fee (2 points)
Next Lowest Fee (1 point)

The previous criteria are shown in the required proposal format, not to be deviated from by prospective consultants. During this RFP process, any intentional omissions, alterations, or false representations will be grounds for rejection of any such proposal. The Town of Welaka is an Equal Opportunity Employer. Minority/Women owned businesses are encouraged to participate. In compliance with the Florida Sunshine Amendment and Code of Ethics. The Town of Welaka strictly enforces open and fair competition in its requests for proposals. Questions or additional information shall be directed to Meghan Allmon, Town Clerk, at TownClerk@welaka-fl.gov.

The Town of Welaka reserves the right to request clarification of any information submitted by proposers. The Commission, with suitable basis as provided for by law, also reserves the right to reject any and all proposals, and to waive any informalities or irregularities in the proposal process. CDBG contracts, either single or separate as required by each program, are subject to grant awards and release of funds by respective funding agencies.

Proposers shall submit one original and five copies of their proposal(s) to the above referenced contact person and address in sealed packages and marked clearly: **“SEALED PROPOSAL FOR PROGRAM ADMINISTRATION SERVICES CDBG-NR RFP NO: 2023-02”** no later than **12:00 P.M.** Eastern Time, **FRIDAY, APRIL 21, 2023.** To facilitate effective evaluation by the Town, Statements of Qualifications shall be limited to a total of 50 pages. Minority Business Enterprise certification, statement on Public Entity Crimes, Appendix documentation, sectional dividers, and front submission deadline. Evaluation and selection will occur in accordance with the appropriate requirements at a time and place to be determined. At the discretion of the Town, short lists may be developed, and proposers may be asked to give a short presentation or interview as part of the selection process. The Town of Welaka supports Equal Opportunity Employment, Fair Housing, and Providing Handicapped Access.

A person or affiliate who has been placed on the State of Florida or a Federal convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of 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 287.017 F.S. for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

CDBG PROGRAM ADMINISTRATION SERVICES
RFP #: 2023-02

Proposer A: _____
Proposer B: _____
Proposer C: _____
Proposer D: _____

Criteria	Proposer A	Proposer B	Proposer C	Proposer D
Capacity to Serve the Needs of the Project <i>Excellent: 20 Points</i> <i>Above Average: 15 Points</i> <i>Good: 10 Points</i> <i>Fair: 5 Points</i> <i>Poor: 0 Points</i>				
Successful Experience with Florida Small Cities CDBG <i>One Point for Each CDBG Housing Rehab Project Administered</i> <i>Up to 20 Points</i>				
Key Staff and Qualifications <i>20 or more years: 15 Points</i> <i>15-19 years: 10 Points</i> <i>10-14 years: 5 Points</i> <i>5-9 years: 2 Points</i> <i>Less than 5 years: 0 Points</i>				
Ability to Address the Needs of the Project Including Understanding of the Local Needs and Approach to Project <i>Excellent: 20 Points</i> <i>Above Average: 15 Points</i> <i>Good: 10 Points</i> <i>Fair: 5 Points</i> <i>Poor: 0 Points</i>				
Reputation and Client References <i>Excellent: 15 Points Above</i> <i>Average: 10 Points</i> <i>Good: 5 Points</i> <i>Fair: 2 Points</i> <i>Poor: 0 Points</i>				
Certified Minority/Women Owned Business <i>Award 5 Points if the Firm is a MBE / WBE Business</i>				
Fee or Proposed Fee Basis <i>Lowest Fee: score 5 Points</i> <i>Next Lowest Fee: score 4 Points</i> <i>Next Lowest Fee: score 3 Points</i> <i>Next Lowest Fee: score 2 Points</i> <i>Next Lowest Fee: score 1 Point</i>				
Total Score (100 Possible)				

Ranking: #1 _____
#2 _____
#3 _____
#4 _____

Signature: _____ **Date:** _____

PROPOSAL CHECKLIST

CDBG PROGRAM ADMINISTRATION SERVICES RFP NO: 2023-02

FORMS/ITEMS TO BE RETURNED WITH YOUR PROPOSAL!

The following forms are to be completed/signed by the Proposer and submitted to the Town:

1. One (1) unbound original set with original, notarized signatures required, plus five (5) copies of proposal.
2. Proof of Insurance in amounts required by the Town with the Town of Welaka listed as Certificate Holder and Additionally Insured (See Special Instructions & Conditions).
3. State of Florida License.
4. Public Entity Crime Statement. [Complete items 1 and 6; notarized signature required].
5. Drug-Free Workplace Certification Form. [Complete Part I; notarized signature, or sign Part II].

Note: Incomplete Bid/Proposal submissions may not be accepted/considered. Do not modify the forms. Any additional information you desire to present may be included as an attachment.

Reminder: Submit requested number of copies. (See Special Instructions and Conditions).

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to the Town of Welaka, 400 4th Avenue, Welaka, FL 32193,

By _____

For _____ whose business
[print name of entity submitting sworn statement]

address is _____

_____ and (if applicable) it's Federal Employer Identification

Number (FEIN) is _____. If the entity has no FEIN, include the Social Security

Number of the individual signing this sworn statement _____.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or 2023.
 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 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter 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.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity

submitting this sworn statement. **[Indicate which statement applies.]**

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS RFP NO. 2023-02.

[Printed Name]

[Signature]

State of FLORIDA

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, who is personally known to me _____, or who presented _____ as identification, and who did take an oath.

[Signature of Notary Public]

[Printed Name of Notary Public]

NOTARY STAMP OR SEAL BELOW

Notary Commission Expires: _____

DRUG-FREE WORKPLACE CERTIFICATION

Please complete Part I or Part II as applicable.

In order to be given preference in the award process for having implemented a drug-free workplace program prior to the Bid/Proposal submission date, the Bidder/Proposer is requested to certify that as part of their drug-free workplace program, they have:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specified the actions that will be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Subsection 1.
4. In the statement specified in Subsection 1, notified the employees that, as a condition of working on the commodities or contractual services that are 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. Imposed a sanction on or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community by any employee who is so convicted.
6. Made a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Part I - PROGRAM IMPLEMENTED

I certify that I/we have established a drug-free workplace program meeting the foregoing minimum requirements.

[Printed Name]

[Signature]

State of **FLORIDA**

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, who is personally known to me _____, or who presented _____ as identification, and who did take an oath.

[Signature of Notary Public]

[Printed Name of Notary Public]

NOTARY STAMP OR SEAL BELOW

Notary Commission Expires: _____

Part II - PROGRAM NOT IMPLEMENTED

A program meeting the above stated requirements has not been established or has not been fully implemented prior to Bid/Proposal closing date, and therefore I/we are not eligible for certification as a drug-free workplace.

Signature _____

Date _____

CONFLICT OF INTEREST

The award of a bid or acceptance of proposal is subject to Chapter 112, Florida Statutes.* All Bidders/Proposers must disclose with their Bid/Proposal the name of any Officer, Director, or Agent who is a Town Official or Employee, or a Member of an Official's or Employee's immediate family. Further, Bidders/Proposers must disclose the name of any Town Official or Employee, or a Member of an Official's or Employee's immediate family, who owns directly or indirectly has an interest of Ten Percent (10%) or more in the bidder's/proposer's firm or related business.

CERTIFICATION

- I declare that I do not have any matters which might give rise to a real or perceived conflict of interest.
- I hereby disclose that the following named person(s) is an Officer, Director, or Agent who is also a Town Official, Employee, or member of a Town Official or Employee's immediate family and could pose a possible conflict of interest:

Name:

Affiliation: _____

By signing below, I affirm that I have read and understood the principles of conflict-of-interest disclosure and I have made full disclosure of all matters that may put me in a conflict-of-interest situation in performing my role.

I acknowledge that non-disclosure could result in action being taken to terminate my work with the Town of Welaka and potentially bar me from submissions of Bids/RFPs in the future.

Signature _____

Printed Name _____

Company _____

Project/Bid/RFP Number: _____ **Date:** _____

*Florida Statutes Chapter 112.311(5) It is hereby declared to be the policy of the state that no officer or employee of a state agency or of a county, Town, or other political subdivision of the state, and no member of the Legislature or legislative employee, shall have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature which is in substantial conflict with the proper discharge of his or her duties in the public interest.