

Request for Proposal (RFP) 2021-02

PROFESSIONAL UTILITY ENGINEERING SERVICES Town of Fort White Regional Wastewater Treatment Facility - Phase I

The Town of Fort White is seeking statements of qualifications from qualified firms licensed in the State of Florida to provide **professional utility engineering services** in accordance with the Section 287.055 Florida Statutes (Consultants' Competitive Negotiation Act). All interested parties must register their name, email address, address and telephone number with the Town to receive any future changes, additions, addendums or notices concerning this RFP.

Advertisement Date: December 1, 2021

Due Date: December 29, 2021 at 2:00 PM

Contact: Connie Brecheen, Town Clerk

Mailing Address
P.O. Box 129
Fort White, FL 32038

Physical Address
118 SW Wilson Springs Rd
Fort White, FL 32038

town@fortwhitefl.com
(386) 497-2321

Monday-Friday – 8:00 AM to 4:00 PM

Proposals must be received no later than 2:00 PM December 29, 2021. Facsimile proposals are not acceptable. Any qualified individual or firm desiring to provide the required professional services should submit one (1) original, five (5) copies and one (1) digital copy on memory stick in Adobe PDF format in a sealed envelope marked **“RESPONSE TO REQUEST FOR PROPOSAL 2021-02”**. To facilitate effective evaluation by the Town, responses shall be limited to no more than a total of thirty (30) pages. Forms required by this RFP, résumés, sectional dividers, and front and back covers will not be counted toward the total page limit. All questions shall be emailed to the contact listed above, and all questions will be answered in writing. Late submittals will be returned unopened. Submittals will be opened as soon as possible after the submission deadline. Evaluation and selection will occur in accordance with the appropriate requirements at a time and place to be determined. The Town of Fort White reserves the right to reject any and all submittals, to waive any informalities or irregularities in the RFP process and to award the contract(s) in the best interest of the Town.

Project Summary: The Town of Fort White was awarded funds from the Florida Department of Environmental Protection through the Wastewater Protection Grant to design and construct a regional wastewater facility that will serve the Town of Fort White, Three Rivers Estates, and Ichetucknee State Park. The facility will be constructed in phases and will eventually treat around 700,000 gpd of wastewater at buildout. All of these areas are very close to Ichetucknee Springs, the Ichetucknee River, and the Santa Fe River. The Town of Fort White, Three Rivers Estates, and Ichetucknee Springs State Park currently all handle wastewater via septic tanks. The project will allow the aforementioned areas to treat the wastewater that is currently disposed of in septic tank drain fields to be treated and discharged after meeting BMP/TMDL nutrient criteria.

This RFP is for the first phase of this project which includes the following:

Design, surveying, permitting, bidding, and construction engineering inspection services for wastewater treatment plant, spray field, and collection & transmission system to serve Phase 1 of Fort White which has been defined as the commercial district the runs east-to-west on US Highway 27 and north-to-south on State Road 47. The current intent is to place the WWTP and spray field on a piece of property owned by the Town of Fort White that is 97.85 acres in size. This will include a small WWTP (approximately 50,000 to 75,000 mgd), a small spray field, and the collection and transmission system as detailed above.

The Engineering Capabilities that should be included in the Scope of Work are:

Water and Wastewater Engineering

- Familiarity with the local area.
- Familiarity with the local soils, wetlands, flood zones, etc.
- Experience in the design of small wastewater treatment facilities.
- Experience in the design of wastewater disposal facilities for small systems in PFAs and BMAPs.
- Experience in the design of gravity sewer systems.
- Experience in the design of pump stations and force main design.
- Experience in preparation of construction contract drawings, specifications complying with the requirements of the authorities having jurisdiction and cost estimates with detailed scheduled of values.
- Experience with permitting WWTP, WWTP disposal, and collection & transmission systems with the Northeast District of DEP.
- Grant writing and administration services.
- Procurement and construction support services.

Roadway and Traffic Engineering & Consulting

- Experience preparing Maintenance of Traffic plans for the laying of wastewater collection & transmission piping.
- Experience designing and permitting Horizontal Directional Drilling with the Florida Department of Transportation.
- Experience in the preparation of design drawings for permitting and construction.
- Procurement and construction support services

Civil and Environmental Engineering including Water Resources and Stormwater Design.

- Experience designing piping systems around petroleum contamination.
- Experience designing associated stormwater systems including restored ditches and swales.
- Experience with groundwater monitoring wells.

- Site planning including site plan review
- Experience performing Phase I ESAs.
- General civil engineering, geotechnical and mapping.
- Experience with environmental and wetland preservation.
- Experience with 404 Wetland Permitting.
- Experience with ERP Permitting with wetland impacts.

Surveying Services including Topographical.

- Experience performing land surveying services including topographical surveys for design purposes.
- Experience in post-design surveying services including construction stake-out and as-built surveys.

Construction Engineering Inspection Services.

- Experience performing Construction Engineering Inspection (CEI) services including on-site inspection of similar utilities projects.
- Experience in post-design engineering services including construction bidding and contract negotiations, reporting and construction payment request processing, shop drawing review and as-built certifications and/or certificates of completion.

Firms may submit qualifications for all discipline areas. If you propose a joint venture or use outside professional services for any of the discipline areas, all such information must be included in the Submittal Package.

Selection Procedure:

The evaluation and recommendation committee shall be responsible for selecting the most qualified firm(s). The committee may request additional or clarifying information from any responder. If short-listed, firms may be invited to appear in front of the committee and/or Town Council for oral presentations and/or discussion (Q&A).

Criteria	Points
Qualifications of the firm and its personnel	0-20 points
Quality of Staffing Team and Availability	0-15 points
Similar Utility Experience including in the Town of Fort White	0-20 points
Familiarity with the Town of Fort White and Local Area	0-15 points
Familiarity with the Town of Fort White's grant service needs	0-10 points
Quality of the responses from the local government client references	0-10 points
Geographical proximity <ul style="list-style-type: none"> ▪ Driving Distance 25 miles or less (10 points) ▪ Driving Distance 25-50 miles (5 points) ▪ Driving Distance 50 miles or more (0 points) 	0-10 points
Total	0-100 points

Responses should be both thorough and concise, detailing experience, personnel, and references relative to the discipline areas mentioned above, and must demonstrate the ability to provide the required services.

Determining of Successful Respondent

The Town of Fort White 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 (Council) but the final decision rests with the Council. The 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.

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 Council. 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 Council. Final selection of the successful respondent(s) shall be made by the Town Council at a noticed public meeting.

Contracting and Payment:

A contract shall be drafted and forwarded to the Town's Attorney for review and approval. After final review the contract will be forwarded to the firm for review and execution.

Consultant shall prepare and submit to the Town Clerk, for approval, a monthly invoice for the services rendered under this Agreement. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report identifying the nature and progress of the work performed. The statement shall show a summary of fees with an accrual of the total fees billed and credits for portions paid previously. The Town reserves the right to withhold payment to Consultant for failure to perform the work in accordance with the provisions of this Agreement, and the Town shall promptly notify Consultant if any invoice or report is found to be unacceptable and will specify the reasons therefor.

Proposal Package:

The Proposal Package shall contain the following information behind tabs identified as A through F:

	Cover Page, then Contact Sheet – Exhibit A
TAB A	<p>Firm Qualifications/Executive Summary</p> <p>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 Council if awarded a contract pursuant to this RFP process.</p> <p>Respondents shall include the following information:</p> <ol style="list-style-type: none">1. A description of your organizational structure (i.e., publicly held corporation, partnership, etc.).2. Confirm that you are a 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 implementation5. How long has your organization been providing these services?
TAB B	<p><u>Similar Experience</u> - Provide a detailed list and examples of relevant experience for the Professional Services being offered.</p>

Permitting: Provide a description of the firms experience in dealing with federal, state and local permitting and regulatory agencies.

Provide three (3) utility projects completed within the last ten (10) years of the same or a similar nature of the Professional Services being offered. Include a project description, location name of project manager, scheduled and actual completion date, anticipated and actual cost of the project and client contact information familiar with the project. If available, include if project was federal or state funded.

- TAB C Start the section by introducing the designated project manager and the project team. Remember that the selection requires the proposed team to include a Professional Engineer (PE) in the State of Florida. Include a project team organizational chart.
- Then, for each key person that would be assigned to the project, include a one- or two-page résumé that includes a summary of relevant professional qualifications, relevant project experience, education, and professional registration.
- Describe your projected resource availability for projects. Describe how your firm will meet quick turn-around times on work authorizations.
- In addition, the Respondent shall indicate whether any subcontractors will be used and identify such subcontractors.
- TAB D Three (3) current references directly related to the requirements of this RFP. Contact information must include project name, contact person's name, company, complete address, phone number (land line and cell phone) and email address. (Letters of reference are highly preferred by the Town.)
- TAB E Familiarity with the Town of Fort White
- Geographical proximity – Respondents must submit documentation of the shortest driving distance in miles from the respondent's office location to **118 SW Wilson Springs Rd, Fort White, FL 32038**
- TAB F Attachments (Exhibits B-F)
- Public Entity Crimes Statement - Exhibit B
 - Drug Free Workplace Certification - Exhibit C
 - E-Verify Statement - Exhibit D
 - Respondent's Certification –Exhibit E
 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Exhibit F

Tentative Timetable for Selection and Review:

December 1, 2021	RFP advertised
December 15, 2021	Deadline to submit RFP responses
December 29, 2021	RFP submission deadline
January 10, 2021	Review committee meeting
January 24, 2022	Recommendation to the Town Council

General Terms and Conditions:

A. Fund Availability

Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. The Town of Fort White abides by the provisions set forth in Florida Statutes relative to the appropriation of funds.

B. Professional Regulation

Attach a copy of the current Florida Department of Professional Regulation License(s) registration with the appropriate Board(s) for your firm and each of the license numbers.

C. Permits, Licenses, or Fees

Any permits, licenses, or fees required will be the responsibility of the proposer. The Town of Fort White will not entertain separate payment for these items.

D. Taxes

The Town of Fort White does not pay Federal excise or State sales taxes. Please refrain from including taxes in any billing resulting from a contract issued under this RFP document.

E. Governing Laws and Venue.

Any contractual arrangement between the Town of Fort White and the proposer shall be consistent with, and be governed by, the ordinances of the Town, the laws of the State of Florida, both procedural and substantive, and applicable federal statutes, rules, and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Columbia County, Florida.

F. Conflict of Interest.

All proposers must disclose, with their proposal, the name of any corporate officer, director, or agent who is also an officer or employee of the Town. Furthermore, all proposers must disclose the name of any Town of Fort White officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the proposer's firm or any of its branches, subsidiaries, or partnerships.

G. Additional Terms and Conditions.

No additional terms and conditions included with the proposal response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this RFP and the respondent's authorized signature affixed to the response's signature section attests to this.

H. Indemnification.

The Consultant agrees to assume liability for and indemnify, hold harmless, and defend the Town, its Council, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Consultant in the performance of this Agreement. The Consultant's liability hereunder shall include all attorney's fees and costs incurred by the Town in the enforcement of this indemnification provision. This includes claims made by the employees of the Consultant against the Town and the Consultant hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision

shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the Town may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

I. Insurance

The Consultant shall not commence any Work until he has obtained all of the following applicable types of insurance and such insurance has been approved by the Town, has named the Town as an additional insured by separate written endorsement, except for Workers' Compensation Coverage and Consultant Liability, nor shall the Consultant allow any Subcontractor to commence Work on his subcontract until all similar insurance required of the Subcontractor has been so obtained.

Such insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and doing business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class VI as identified in the latest issue of "Best's Key Rating Guide" unless otherwise accepted by the Town in writing.

The Consultants' insurance, and the insurance of any other party bound to the Consultant, shall be considered primary. The Town's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions.

If the insurance of any Consultant or any subcontractor contains deductible(s), penalty(s) or self-insured retention(s), the Consultant or Subcontractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(s) or self-insured retention(s). Certificates of Insurance acceptable to the Town of Fort White for the Consultant's insurance must be received within five (5) days of Notification of Selection and at time of signing Agreement.

Certificates of Insurance and the insurance policies required will include a provision that policies, except Workers' Compensation, are primary and noncontributory to any insurance maintained by the Consultant.

Certificates of Insurance and the insurance policies required shall contain a provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of the Town of Fort White.

Certificates of Insurance and the insurance policies required shall contain a provision under General Liability, Auto Liability and Excess Liability to include the Town of Fort White as Additional Insured, including Completed Operations (Form CG 20 10 and CG 20 37 or equivalent). Other Additional Insured forms may be acceptable but only if modified to include ongoing and completed operations. A copy of the endorsement to the policy shall be provided with the certificate of insurance.

All Certificates of Insurance shall be dated and shall show the name of the insured Consultant, the specific job by name and job number, the name of the insurer, the policy number, its effective date and its termination date and a list of any exclusionary endorsements.

All of the above referenced Insurance coverage is required to remain in force for the duration of the project and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Consultant shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

The failure of the Town of Fort White to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in contractors' coverage based on the evidence of insurance provided by the contractor shall not be construed as a waiver by the Town of Fort White of contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Consultants liability arising out of the work performed or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Consultant's right under any policy with higher limits, and no policy maintained by the Consultant shall be construed as limiting the type, quality or quantity of insurance coverage that Consultant should maintain. Consultant shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

The failure of the Consultant to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach.

Loss Deductible

If the insurance of any Consultant or any subcontractor contains deductible(s), penalty(s) or self-insured retention(s), the Consultant or Subcontractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(s) or self-insured retention(s).

Subcontractor's Insurance

Consultant shall require each of his Subcontractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage, Automobile Liability insurance and Excess Liability insurance coverage meeting the same limit and requirements as the Consultant's insurance.

Consultant shall also obtain from each subcontractor a written indemnification in form and substance identical to the indemnity as set forth in details above.

Certificate of Insurance

The TOWN shall be furnished proof of insurance coverage as follows:

- The name of the insured Consultant, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date
- Statement that the insurer will mail notice to the Town and a copy to the Town's Representative at least thirty (30) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy
- Certificate of Insurance shall be in the form as approved by the Town and such Certificate shall clearly state all the coverages required in this Article
- If requested by the Town, the Consultant shall furnish complete copies of his/her and any Subcontractor's insurance policies, forms and endorsements; and
- Receipt of certificates or other documentation of insurance or policies or copies of policies by the Consultant or by any of its representatives which indicate less coverage

than required by the Contract Documents does not constitute a waiver of the Consultant's obligations to fulfill the requirements of this Article.

Workers' Compensation Insurance

The Consultant shall take out and maintain Workers' Compensation and Employer's Liability Insurance for all his employees connected with the Work of this Project, and any Work which is sublet, the Consultant shall require the Subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Consultant. Such insurance shall comply with Florida Workers' Compensation Law.

The Consultant shall purchase and maintain at the contractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Subcontract.

The Limits of this insurance shall not be less than the following limits:

Part One – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and

Part Two – Employer's Liability Insurance

Bodily Injury by Accident \$100,000 Each Accident

Bodily Injury by Disease \$500,000 Policy Limit

Bodily Injury by Disease \$100,000 Each Employee

If leased employees are used, policy must include an Alternate Employer's Endorsement (WC 00 03 01 or equivalent) naming the contractor.

In case any class of contract at the Project Site is not protected under the Workers' Compensation statute, the Consultant shall provide adequate insurance, satisfactory to Town for the protection of employees not otherwise protected.

Liability Insurance

The Consultant shall take out and maintain Commercial General Liability and Commercial Automobile Liability Insurance as shall protect Town from claims for damage, for bodily injury and personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement, whether such operations are by him/herself or by anyone directly or indirectly employed by him/her, and the amount of such insurance shall be minimum limits as follows:

Commercial General Liability

The Consultant shall purchase and maintain at the Consultant's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form). Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit \$1,000,000

Personal & Advertising Injury Limit \$1,000,000

Fire Damage Limit (any one fire) \$50,000

Medical Expense Limit (any one person) \$5,000

Products & Completed Operations Aggregate Limit \$2,000,000

General Aggregate Limit (other than Products & Completed Operations) Applies Per Project \$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage"

occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of “your work” out of which the injury or damage arises has been put to its intended use.

- Coverage shall include premises, operations, products, completed operations, independent contractors, contractual liability covering this Agreement, contracts and leases, broad form property damage coverages, personal injury and bodily injury.
- If Umbrella or Excess liability coverage is used to satisfy the requirements of this Section, it shall not be more restrictive than the underlying insurance policy coverages.

Commercial Automobile Liability:

The consultant shall purchase and maintain at the contractor’s expense Automobile Liability insurance coverage.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit	\$1,000,000 Each Accident
OR	
Split Limits	\$500,000 Bodily Injury-Per Person \$1,000,000 Bodily Injury-Per Accident \$500,000 Property Damage-Per Accident

Covered Automobiles shall include any auto owned or operated by the insured Consultant, insured Consultant including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective contractor.

Coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-Town and hired automobiles and employee non-ownership use.

Excess Liability Insurance

The Consultant shall purchase and maintain at the contractor’s expense Excess Liability (Umbrella Form) insurance coverage.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Aggregate Limit	\$1,000,000

Consultant’s Professional Liability Insurance.

During the term of this agreement, the Consultant will carry Professional Liability (commonly referred to as Errors and Omissions) insurance which will cover liability for any damage or non-performance on account of any error, omission, or other provable negligence caused by the Consultant. The amount of insurance shall not be less than \$1,000,000 per occurrence and aggregate. The Town of Fort White may require a higher limit as mutually agreed with the Consultant for specific task/work orders.

J. Public Entities Crimes.

A person or affiliate who has been placed on the convicted contractor list, following a conviction for public entity crime, may not submit a proposal on a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to any public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, in category two, for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By signature on this solicitation, the proposer certifies that it is qualified to do business with the Town of Fort White in accordance with all Florida Statutes.

K. Acceptance of Goods/Services.

Receipt of goods/service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets the specifications and/or all conditions. Should the delivered goods/services differ in any respect from the specifications, payment will be withheld pursuant to section 218.70, Florida Statutes, until such time as the successful proposer takes necessary corrective action. If the proposed corrective action is not acceptable to the Town, the Town may refuse final acceptance of the goods/services.

L. Drug-Free Workplace.

By signature on this solicitation, and completion of the Drug-Free Workplace form, the proposer certifies that it is qualified to do business with the Town of Fort White and has certification that they have implemented a drug-free workplace program in accordance with section 287.087, Florida Statutes.

M. Equal Opportunity.

The Town of Fort White recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. All proposers are required to make an affirmative statement as to its support of all applicable equal opportunity and affirmative action requirements.

N. Lobbying.

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Board Member, the Town Manager, and/or any Town Personnel during the solicitation process. The lobbying black-out period commences upon the issuance of this solicitation and concludes upon the signing of the agreement. Proposers shall not contact any Town Council Member and/or any requesting or evaluating Department/Office personnel during said black-out period. All questions and procedural matters shall be directed to the Town Manager. The Town Council and/or the Town Manager may disqualify any solicitation response where any Council, the Town Manager, and/or Town Personnel have been lobbied in violation of the black-outperiod.

O. Public Records.

Under chapter 119, Florida Statutes, all responses to this solicitation shall be considered public record subject to distribution pursuant to this statute. All public records request shall be submitted to the Town Clerk's office at 386-329-0100ext. 211.

P. Cost of Submittal.

The proposer understands that any and all costs related to the submittal of a proposal is considered an operational cost of the Proposer and shall not be passed on to, or be borne by, the Town.

This space intentionally left blank.

EXHIBIT "A"



CONTACT SHEET

TOWN OF FORT WHITE

Name: _____

Federal Taxpayer ID: _____

Mailing Address: _____

Town, State, & Zip Code: _____

Telephone: _____ Fax: _____

Cell Phone: _____

Email: _____

Submitted By: _____

Title: _____

Vendor Accepts Credit Cards*: Yes No (Please Circle)

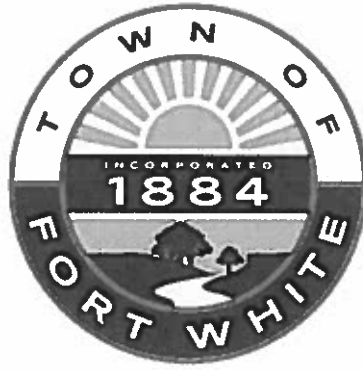
Accounting Contact:

Name: _____ Title: _____

Email Address: _____ Phone: _____

***See preferred method of payment under "Prompt Payment Act" section of the General Conditions**

EXHIBIT "B"



TOWN OF FORT WHITE, FLORIDA SWORN STATEMENT UNDER F.S. SECTION 287.133(3)(A), ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid, Qualifications, Proposal or Contract for _____.
2. This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is _____ and my relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal 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.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means 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 records 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.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers,

directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Town of Fort White, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. 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 the state or of the United States with the legal power to enter into a binding contract for 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.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

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

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

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

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

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ____ day of _____, 2021, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires:

EXHIBIT "C"



DRUG-FREE WORKPLACE CERTIFICATION

The below-signed Proposer certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace, 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 violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee understands the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is 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 this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER(S): _____

CELL PHONE: _____ EMAIL: _____

SIGNATURE: _____

NAME (TYPED OR PRINTED): _____ TITLE: _____

EXHIBIT "D"



E-VERIFY STATEMENT

Bid/Proposal/RFP Number: _____

Project Description: _____

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

Company/Firm: _____

Contact Name (Print): _____

Authorized Signature: _____

Title: _____

Date: _____

EXHIBIT "E"



RESPONDENT'S CERTIFICATION

I have carefully examined the Request for Qualification (RFP), the other related documents identified in the RFP, and the following Addenda, receipt of all which is hereby acknowledged:

Addendum No. Addendum Date

1. I hereby propose to furnish the goods or services specified in the Request for Qualification. I agree that my qualification will remain firm for a period of 365 days in order to allow the Town adequate time to evaluate the qualifications.
2. I certify that all information contained in this qualification is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
3. The applicant certifies to the best of his/her knowledge and belief, that his/her principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for Council of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, Local) with Council of any of the offenses enumerated in paragraph 1.b of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, Local) terminated for cause or default.
4. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the Town of Fort White,

Town Manager.

I further certify, under oath, that this qualification is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a qualification for the same product or service; no officer, employee or agent of the Town of Fort White or any other proposer is interested in said qualification; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business

Name (Print)

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this _____ day of _____, 2021, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires:

EXHIBIT "F"



CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

TO BE COMPLETED BY ALL SUB-CONSULTANTS

Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company/Firm: _____

Printed Name & Title: _____

Authorized Signature: _____

Date: _____