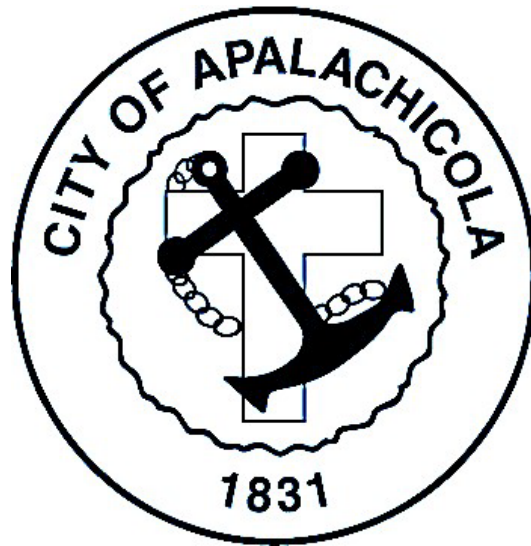


CITY OF APALACHICOLA



COMMUNITY PLANNING TECHNICAL ASSISTANCE & GRANT ADMINISTRATION

REQUEST FOR PROPOSAL 2022-06 INFORMATION PACKAGE

Apalachicola City Commission
192 Coach Wagoner Blvd.
Apalachicola, FL 32320

This Entire Package Is for Convenience Only and to Assist in Filling Out the Proposal.
Do Not Return with Your Proposal

**APALACHICOLA CITY COMMISSION
REQUEST FOR PROPOSAL
COMMUNITY PLANNING TECHNICAL ASSISTANCE & GRANT ADMINISTRATION**

The Apalachicola City Commission is requesting proposals to obtain a consulting firm for Community Planning Technical Assistance and Grant Administration for the City of Apalachicola. All submittals shall be considered in accordance with the Florida Competitive Consultant Negotiations Act.

Response Deadline: Friday, December 16, 2022 at 3:00PM
Opening Date: Friday, December 16, 2022 at 4:00PM

No principle is presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation on this transaction by any Federal Department or Agency.

Small Business Entities, Women Owned Businesses and Minority Owned Businesses are encouraged to submit an RFP.

The City reserves the right to waive formalities in any response, to reject any or all responses with or without cause, to waive technical and non-technical or non-material defects in the solicitation or submittal of any responses, including the lack of availability of adequate funds, regulatory agency requirements, to make award in part or completely, and/or to accept the response(s) that, in its, will be in the best interest of the City of Apalachicola.

Detailed information for the RFP may be picked up, received by email from the Grant Coordinator, brobinson@cityofapalachicola.com or viewed and printed from our website at www.cityofapalachicola.com. In order to ensure a fair, competitive and open process, once a project has been advertised, all communications between the interested firms and the City must be directed to Bree Robinson, Grant Coordinator.

If interested, qualified consultants are required to submit the original, three (3) copies and one electronic copy of the response to the City of Apalachicola and must be externally labeled as to read: **RFP 2022-06 – Community Planning Technical Assistance & Grant Administration**. All bids must be submitted/mailed to our address 192 Coach Wagoner Blvd. Apalachicola, FL 32320 by the response deadline. Only submissions physically received by the aforementioned stated time and date will be considered. No electronic submissions will be accepted.

Please indicate on the envelope that this is a sealed proposal for the **RFP 2022-06 – Community Planning Technical Assistance & Grant Administration**.

PART II – PROPOSAL PREPARATION INSTRUCTIONS

The Letter of Response shall be signed by an authorized representative of the bidder and all information requested must be sealed when submitted. Failure to submit all information may result in a lower evaluation of the proposal. Letters which are substantially incomplete or lack key information may be rejected by the City at its discretion. The selection of the short-listed bidders will be based on the information provided in the submittal.

Information submitted with the letter of response should include documentation to demonstrate the bidder’s qualifications and abilities to provide the scope of services. The submittal should include sufficient information to present a clear understanding of similar past projects, especially in Florida, staff experience and abilities, and any other additional, pertinent details to describe the team’s capabilities. A minimum of five references should be submitted.

It is the intent of this request to meet all requirements of the various federal and state agencies and all agreements resulting from this request should be expected to include all requirements and contract language required by the agencies involved. This includes but not limited to the Code of Federal Regulations, State of Florida, Federal Emergency Management Agency (FEMA), US Department of Agriculture, Florida Department of Transportation, and various other State and Federal Agency requirements even though the specific language is not included in this request.

The City of Apalachicola selection committee will review the information submitted and rank the bidders based on the scoring factors listed within this RFP. On-site presentations and/or interviews may be requested of a short list of three or more bidders. Once all review is complete, the short-listed bidders will be ranked by the selection committee with the top ranked bidder being approved by the City Commission.

All prospective submitters are hereby cautioned not to contact any City Commission member after submittals are opened nor attempt to persuade or promote through other channels until notification that the Selection Committee has arrived at a recommendation of the most qualified firm. Until notification is received, all contacts shall be channeled through Bree Robinson at 850.653.9319 or brobinson@cityofapalachicola.com. Failure to comply with these procedures will be cause for disqualification of the bidder's proposal.

The City of Apalachicola hereby notifies all respondents that it will affirmatively ensure that in any contract entered into pursuant to this advertisement and any Disadvantaged Business Enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, gender, religion, age, disability, marital status or national origin in consideration for an award.

The City shall comply with the Local Government Prompt Payment Act in accordance with Florida Statutes Chapter 218 and the Public Records Act in accordance with Florida Statutes Chapter 119.

The City shall follow the procedures of the Consultants' Competitive Negotiation Act, Title XIX, Chapter 287, Section 055 of the Florida Statutes.

Any subcontracts between the City of Apalachicola and a subcontractor for work performed shall identify the hourly rate of pay to be charged by the subcontractor and shall require all invoices from the subcontractor to the Grantee to identify the hourly rate of pay, actual hours worked on the grant project, and any expenses incurred by the subcontractor in performing such work.

SUBMITTAL REQUIREMENTS: The respondent shall submit the original, three (3) copies and one electronic copy of the response as described below (maximum of 20 pages total not including required documents):

1. LETTER OF RESPONSE

Letter of response prepared by a corporate officer or principal of the bidder authorized to obligate the bidder contractually should at a minimum include the following information:

- a. Project name
- b. Consultant's name and address
- c. Proposed responsible office for consultant
- d. Contact person, phone number, and internet email address
- e. Indication as to whether the prime bidder and/or sub-consultants are disadvantaged business enterprises (DBE)

2. Evaluation Criteria (max score 100 pts.)

Total Cost	20
------------	----

Immediate Availability	15
Experience on Similar Projects	20
Client References for Similar Projects (Minimum of 5)	20
Qualifications and Abilities of Professional Personnel	20
Minority and/or Women-Owned Business Enterprise	5
TOTAL	100

3. OTHER STATEMENTS, FORMS AND DOCUMENTATION

a. Certificate of Insurance: see requirements as listed below

b. Proof of Licenses/Certifications

Provide proof of proper State of Florida business licensure and professional certifications/registration(s) in the State of Florida.

Provide proof of corporate registration to operate in the State of Florida by the Department of State, Division of Corporations. Information concerning certification with the Secretary of State can be obtained at: <http://ccfcorp.dos.state.fl.us/index.html>.

c. Required Forms:

- Firm Information Form
- Drug Free Workplace Certification
- Subcontractors Form
- Information Sheet for Transactions & Conveyances Corporate Identification Form
- Florida Statutes on Public Entity Crimes Form
- Debarment Form
- Certification Regarding Lobbying
- Contractor E-Verify Affidavit

COMPLIANCE WITH REGULATIONS – During the performance of this Contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant” agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired of Federal or Federal-aid programs and projects);
3. Federal-Aid Highway Act of 1973, (23 U.S.C § 324 et seq.), (prohibits discrimination on the basis of sex);
4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 U.S.C. 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color national origins or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

INSURANCE - The consultant shall procure and maintain the following described insurance, except for coverages specifically waived by the City. 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 consultant shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subconsultants obtain and maintain until the completion of that subconsultant’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 consultant. The City 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.

Workers Compensation Coverage: The consultant shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers 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. Consultant shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage: The consultant 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 employer’s liability required in the worker’s 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 coverages, 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 consultant 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 the City’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.

PART III – SCOPE OF SERVICES

The chosen bidder will furnish all supervision, labor, material, and equipment required to complete the work. Due dates are subject to change.

The City of Apalachicola shall analyze the City’s comprehensive plan and prepare required evaluation and appraisal based amendments to ensure the comprehensive plan is consistent with current Florida Statutes. Community engagement will be incorporated into this project through stakeholder meetings and input received from the community and the City Commission will be utilized in the preparation of these amendments. Development of the amendment package will be in a format ready for consideration at public hearings. Additionally, the City shall develop an update to the City’s Areas of Critical State Concern (ACSC) Work Plan. This will entail updating the Work Plan’s infrastructure project list and conducting project scoping and economic analysis for priority projects to better prepare the City for future grant opportunities. All meetings, workshops, and hearings required may be held in either in-person or virtual format at the discretion of the Grantee.

The services to be furnished are specifically:

Deliverables and Tasks	Minimum Level of Service
<p>Deliverable 1. Evaluation of existing local comprehensive plan and community outreach;</p> <p>Grantee shall evaluate the local comprehensive plan and create a report that summarizes the evaluation, conduct a City Commission meeting,</p>	<p>Completion of Deliverable 1 as evidenced by submission of all of the following:</p> <ol style="list-style-type: none"> 1. A report that summarizes the evaluation of the local comprehensive plan and includes required and recommended updates.

<p>and conduct community engagement activities in accordance with below:</p> <ol style="list-style-type: none"> 1. Evaluate the 2013 version of the City’s local comprehensive plan and create a report that summarizes this evaluation which includes, but shall not be limited to, a list of all necessary updates based on current statutory requirements as well as recommended updates, if any, to be included in Evaluation and Appraisal Review based comprehensive plan amendments. 2. Hold a City Commission meeting to present the report summarizing the evaluation of the local comprehensive plan and gather City Commission input on same. 3. Conduct a minimum of two (2) publicly advertised workshops (community engagement activities) to solicit public input on the required update to the local comprehensive plan and create a narrative summary of the engagement activities including pictures taken, if any. <p>Deliverable due date: March 30, 2023</p>	<ol style="list-style-type: none"> 2. Copies of City Commission meeting agenda, presentation materials, if any, and either minutes or a written summary of the meeting. 3. Copies of advertisements, presentation materials, if any, and a written summary of the community engagement activities. <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS 10.3.1 compatible shapefiles if they are available.</p>
<p>Deliverable 2. ACSC Work Plan Phase 2 Stakeholder Engagement;</p> <p>Grantee shall conduct stakeholder meetings and prepare a report in accordance with the below:</p> <ol style="list-style-type: none"> 1. Conduct a minimum of two (2) stakeholder meetings to consult individually or with a group of stakeholders that may include, but shall not be limited to elected officials, engineering teams, local and state staff responsible for infrastructure systems, business owners, and community organizations to determine the additional projects needed to ensure the ACSC Work Plan addresses Consent Orders issued by the Florida Department of Environmental Protection and takes a proactive approach in furthering the protection of environmental resources, improving water quality, and increasing resilience. 	<p>Completion of Deliverable 2 as evidenced by submission of all of the following:</p> <ol style="list-style-type: none"> 1. Copy of invitations sent to stakeholder meetings. 2. A report including a list of attendees that summarizes the feedback received from the stakeholders consulted during the meetings held pursuant to Deliverable 2 of this Scope of Work. <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.</p>

<p>2. Prepare a report that summarizes the feedback received during the stakeholder meetings conducted pursuant to Deliverable 2 of this Scope of Work.</p> <p>Deliverable due date: March 30, 2023</p>	
<p>Deliverable 3. Prepare Proposed Evaluation and Appraisal Review Based Comprehensive Plan Amendments;</p> <p>Grantee shall prepare Evaluation and Appraisal Review based comprehensive plan amendments in accordance with the below:</p> <ul style="list-style-type: none"> a. Goal, Objective, and Policy amendments in strike-through/underline format, or similar legally enforceable and easily identifiable format, for the comprehensive plan; b. Map amendments, if any; c. Data and Analysis to support the proposed amendments; d. Draft Ordinance; and e. Staff Report to the City’s Local Planning Agency. <p>Deliverable due date: May 30, 2023**</p>	<p>Completion of Deliverable 3 as evidenced by submission of all of the following:</p> <ol style="list-style-type: none"> 1. Proposed Evaluation and Appraisal Based Comprehensive Plan Amendment package. <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.</p>
<p>Deliverable 4. Prioritized List of Infrastructure Projects, Infrastructure Projects’ Scoping and Economic Analyses, Updated ACSC Work Plan, and Conduct a Public Meeting;</p> <p>Grantee shall develop an updated list of infrastructure projects, present the updated list to the City Commission for prioritization, create detailed scopes of work, prepare economic impact analyses, develop the updated ACSC Work Plan, and conduct a public meeting in accordance with the below:</p> <ol style="list-style-type: none"> 1. Develop an updated list of infrastructure projects for the ACSC Work Plan based on feedback received during the stakeholder 	<p>Completion of Deliverable 4 as evidenced by submission of all of the following:</p> <ol style="list-style-type: none"> 1. Copy of meeting notice, agenda, presentation materials, if any, and either minutes or a written summary of the City Commission meeting where the projects were prioritized. 2. Updated ACSC Work Plan that includes prioritized project list, detailed scopes of work, and economic impact analyses developed in accordance with Deliverable 4 of this Scope of Work. 3. Copies of public meeting notice, meeting agenda, presentation materials, if any, and either minutes or a written summary of the public meeting where the updated ACSC Work Plan is presented to the

<p>engagement activities conducted in Deliverable 2 of this Scope of Work.</p> <ol style="list-style-type: none"> 2. Present the updated list of infrastructure projects for the ACSC Work Plan for prioritization to the City Commission at a publically advertised meeting. 3. Create detailed scopes of work for each of the top ten prioritized projects which shall include, but shall need not be limited to, an engineer's opinion of the project's estimated cost. 4. Prepare economic impact analyses for a minimum of three infrastructure projects to identify how each project could impact the local economy and how spending generated by the project could benefit the community in order for these analyses to be utilized in preparation of future requests for project funding assistance available through state and federal grant opportunities. 5. Develop an updated ACSC Work Plan to include a revised, prioritized project list supported by detailed scopes of work and estimated costs in conjunction with economic impact analyses that can be utilized to prepare the City for future grant and legislative funding requests. 6. Conduct a public meeting hearing before the City Commission to present the updated ACSC Work Plan; or, provide a written acknowledgement that such hearing shall be conducted before the end of the calendar year. <p>Deliverable due date: May 30, 2023</p>	<p>City Commission; or, a written acknowledgement that such meeting shall be conducted before the end of the calendar year.</p> <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.</p>
--	---

The chosen bid will also supply a Project Manager to administer the grant funding this effort from the DEO CPTA program. Project Manager will monitor the progress of the job, maintain regular communication with City staff, as well as associated paperwork and submittals.

The chosen bid will coordinate with various City of Apalachicola staff.

PART IV – EVALUATION OF PROPOSALS

EVALUATION METHOD AND CRITERIA: All proposals will be subject to review and an evaluation process. All proposers responding to the RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The city will consider all responsive and responsible proposals received.

Proposals shall include all the information solicited in this RFP, and any additional data that the consultant deems pertinent to the understanding and evaluating of the proposal. Each proposer will be ranked based on the criteria herein addressed.

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. Any request for clarification will be requested by the city in written format. Such clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer's submittal.

Proposals will be reviewed by the Apalachicola City Staff acting as the review committee with final approval by the City Commission selection committee and evaluated based on the format and content outlined in this proposal as follows:

EVALUATION CRITERIA	POINTS
Total Cost	20
Immediate Availability	15
Experience on Similar Projects	20
Client References for Similar Projects (Minimum of 5)	20
Qualifications and Abilities of Professional Personnel	20
Minority and/or Women-Owned Business Enterprise	5
TOTAL	100

SELECTION: Apalachicola City Staff acting as the review committee will review, evaluate, and rank the proposals submitted by all responsive and responsible bidders based on the criteria above.

After City Staff acting as the review committee ranks the bidder's proposals, the City Commission will choose a bid to award a contract to. Contract price negotiations will then begin between the selected bidder and the City of Apalachicola.

This solicitation does not commit the City of Apalachicola to award a contract or pay any costs associated with the preparation of a proposal, or to procure a contract for services.

Schedule: The anticipated schedule is as follows:

Proposal Advertised and Issued Initially	November 24, 2022
Questions Due	December 2, 2022
Answers Provided	December 9, 2022
Proposals Due by 3 PM	December 16, 2022
Award Recommendation to City Commission	January 3, 2023*

*Subject to Change

Request for Proposal
Community Planning Technical Assistance & Grant Administration
Firm Information

Failure to complete all fields in all forms, or to provide any additional documentation or information required in the RFQ, may result in your RFQ being rejected as non-responsive.

FIRM NAME: _____

ADDRESS: _____

TELEPHONE: _____

E-MAIL: _____

Name of Person submitting RFQ and authorized to bind the firm: _____

Title: _____

Signature: _____

Date: _____

Request for Proposal
Community Planning Technical Assistance & Grant Administration
Drug Free Workplace Certification

The undersigned in accordance with Section 287.087, Florida Statutes hereby certifies that the Firm does the following:

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 business'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 no contest 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/bidder complies fully with the above requirements.

Firm Title

Authorized Signature Date

Request for Proposal
Community Planning Technical Assistance & Grant Administration
Subcontractors Form

Bidders must provide a list of any subcontractors they intend to use in the performance of services under this Contract. In the event that a contractor desires to hire a subcontractor for the performance of services of any particular work order that has not been provided on this form, that Contractor must obtain prior written approval for each such subcontractor.

Firm Name

Firms are required to submit subcontractor information, if any, in the spaces below. Attach additional sheets, as necessary. The City of Apalachicola reserves the right to approve/disapprove any proposed subcontractor.

Company Name:
Address:
Contact Name(s):
Phone:
Email:
Description of Work:

Company Name:
Address:
Contact Name(s):
Phone:
Email:
Description of Work:

Authorized Signature

Title

Request for Proposal
Community Planning Technical Assistance & Grant Administration
Information Sheet for Transactions and Conveyances Corporate Identification

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

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,

In what state was it created: _____

Name as spelled in that State: _____

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

Is it in good standing: Yes or No

**Authorized to transact business
in Florida:** Yes or No

State of Florida Department of State Certificate of Authority Document #: _____

Does it use a registered fictitious name: Yes or No

Name of Officers:

President: _____ Secretary: _____

Vice President: _____ Treasurer: _____

Director: _____ Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____ City, State, Zip: _____

Street Address: _____ City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

Federal Identification Number: _____

(For all instruments to be recorded, taxpayer's identification is needed)

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of

the company. Awarded Consultant shall submit a copy of the resolution together with the executed contract to the Office of Purchasing).

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

Request for Proposal
Community Planning Technical Assistance & Grant Administration
SWORN STATEMENT UNDER FLORIDA STATUTE 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 RFQ, 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 the
entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
 3. My name is_____and my relationship to the entity named
above is_____(title).
 4. I understand that a "public entity crime" as defined in paragraph 287.133(1) (g) Florida Statute, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to , any bid or contract for goods or services to be provided to any public entity or any agency or public subdivision of any other state or of the United States and involved antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
 5. I understand that "convicted" or "convicted" 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 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:

A predecessor or successor of a person convicted of a public entity crime; or an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one 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 knowingly convicted of a public entity crime, in Florida during the preceding 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 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, executive, partners,

shareholders, employees, member, 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)

I understand that the submission of this form to the contracting officer for the Public Entity identified in paragraph 4 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 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.

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 _____, 20__, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires: _____

Request for Proposal
Community Planning Technical Assistance & Grant Administration
Debarment

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion**

Contractor Covered Transactions

- (1) The prospective contractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

Contractor Name:

By:

Signature

Name and Title

Street Address

City, State, Zip

Date

Request for Proposal
Community Planning Technical Assistance & Grant Administration
44 C.F.R. APPENDIX A, PART 18
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each RFQ).

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Request for Proposal
Community Planning Technical Assistance & Grant Administration
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021, have had and shall have their work authorization status verified through the E-Verify system.

A true and correct copy of _____ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Contractor acknowledges that section 448.095, Florida Statutes, requires that if Contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

Signature: _____

Print Name: _____

Date: _____

Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable:

- A. Contracts for more than the simplified acquisition threshold must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.
- B. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- C. Equal Employment Opportunity – all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b).
- D. Davis-Bacon Act – when required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act.
- E. Contract Work Hours and Safety Standards Act – where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
- F. Rights to Inventions Made Under a Contract or Agreement – where applicable, the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
- G. Clean Air Act and the Federal Water Pollution Control Act – contracts and subcontracts of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Contract Act.
- H. Debarment and Suspension – a contract award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM).
- I. Byrd Anti-Lobbying Amendment – contractors that apply or bid for an award exceeding \$100,000 must file the required certification.
- J. Procurement of recovered materials – a non-Federal entity that is a state agency or agency of a political subdivision and its contracts must comply with section 6002 of the Solid Waste Disposal Act.
- K. Prohibition on certain telecommunications and video surveillance services or equipment in accordance with 2 CFR 200.216.
- L. Domestic preferences for procurements – requirements of 2 CFR 200.322 must be included in all subawards including all contracts and purchase orders for work or products.

REQUIRED CLAUSES

Throughout the performance of any work under this Agreement, CONTRACTOR (hereinafter “CONTRACTOR”) agrees to abide by the following clauses and requirements:

1. **Equal Employment Opportunity.** During the performance of this Agreement, the CONTRACTOR agrees as follows:
 - a. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - c. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - e. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event that CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.
2. **Compliance with the Davis-Bacon Act and the Copeland “Anti-Kickback” Act.** As required by Federal program legislation:

- a. CONTRACTOR agrees that it shall comply with the *Davis-Bacon Act (40 USC 3141-3144 and 3146-3148)* as supplemented by the Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
 - i. In accordance with the statute, CONTRACTOR is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTOR shall pay wages not less than once a week. CONTRACTOR agrees that, for any Task Order to which this requirement applies, the Contract is conditioned upon CONTRACTOR's acceptance of the wage determination.
 - b. CONTRACTOR agrees that it shall comply with the *Copeland "Anti-Kickback" Act (40 USC 3145)*, as supplemented by the Department of Labor regulations (29 CFR Part 3, "CONTRACTORS and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") and are incorporated by reference into this Agreement.
 - i. Contractor. The CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.
 - ii. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a CONTRACTOR and subcontractor as provided in 29 C.F.R. § 5.12.
3. **Compliance with the Contract Work Hours and Safety Standards Act.**
- a. Overtime requirements. The CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require nor permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
 - c. Withholding for unpaid wages and liquidated damages. The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the *Contract Work Hours and Safety Standards Act*, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
 - d. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by

any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

4. **Rights to Inventions Made Under a Contract or Agreement.** As required by Federal program legislation, CONTRACTOR agrees to comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA.

5. **Clean Air Act and Federal Water Pollution Control Act.** As required by Federal program legislation: CONTRACTOR agrees to comply with the following federal requirements:

a. Clean Air Act.

- i. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. (2)
- ii. The CONTRACTOR agrees to report each violation to the City and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- iii. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

b. Federal Water Pollution Control Act

- i. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- ii. The CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- iii. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

6. **Suspension and Debarment.**

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONTRACTOR is required, and will, verify that neither CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), nor its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The CONTRACTOR will comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
- c. CONTRACTOR's certification is a material representation of fact relied upon by the CITY. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State of Florida the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period this Agreement. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

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

- a. The CONTRACTOR certifies to the CITY that it has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. *The required Certification is provided as an addendum to this Agreement.*
- b. CONTRACTOR will also ensure that each tier of subcontractor(s) shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures will be forwarded from tier-to-tier up to the CITY.

8. **Procurement of Recovered Materials.** As required by federal program legislation, CONTRACTOR agrees to the following:

- a. In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. meeting contract performance requirements; or
 - iii. at a reasonable price.
 - b. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
9. **DHS Seals, Logos, and Flags.** The CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
10. **Compliance with Federal Law, Regulations, and Executive Orders.** The CONTRACTOR acknowledges that FEMA financial assistance will be used to fund the contract only. The CONTRACTOR will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
11. **No Obligation by Federal Government.** "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.
12. **Program Fraud and False or Fraudulent Statements or Related Acts.** The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR actions pertaining to this Agreement.