

CRA-RFP-2020-01



REQUEST FOR PROPOSALS
CONSULTING SERVICES
COMMUNITY REDEVELOPMENT PLAN
MODIFICATION

RELEASE DATE: FRIDAY, JANUARY 17, 2020
SUBMISSION DEADLINE: MONDAY, FEBRUARY 17, 2020 @ 5:00 PM

BARTOW COMMUNITY REDEVELOPMENT AGENCY
450 NORTH WILSON AVENUE
BARTOW, FL 33830

About the CRA

The Bartow CRA was founded in 1990. Its mission is to eliminate blight in the community redevelopment area.

There are approximately 1,512 total acres of land in the community redevelopment area.

About 26% of the area is commercial; 25% of the area is residential; 21% of the area is non-taxable governmental and institutional use; 4% of the area is industrial; and 1 % of the area is agricultural. (23% of the area is presently devoted to "other" uses, such as transportation infrastructure.)

INVITATION AND REQUEST FOR PROPOSALS

The Bartow Community Redevelopment Agency (CRA) hereby requests proposals from interested parties willing to provide consulting services and assist the agency with development and modification of its redevelopment plan in compliance with Chapter 163, Part III, Florida Statutes.

The CRA is vested by the State of Florida pursuant to its powers under Chapter 163, Part III, Florida Statutes, the *Community Redevelopment Act of 1969* as amended, with the authority to hire consultants for administrative assistance in formulating strategies for redeveloping the community redevelopment area in the City of Bartow, Florida.

This Request for Proposals ("RFP") outlines minimum required qualifications which a firm must meet in order for the firm's response to be considered responsive. Firms are encouraged to review the minimum required qualifications prior to submitting a response to this RFP.

The CRA has approved an initial consulting budget of up to \$35,000.00 for work related to the redevelopment plan modification as part of the Fiscal Year 2019-2020 budget. The final budget for the plan modification will be determined after review of responses to this RFP and after consultation with the City Commission of the City of Bartow and the CRA Board of Commissioners. The CRA anticipates that work will be performed promptly and completed within six (6) to seven (7) months of engagement.

The CRA reserves the right to negotiate the prices for each of the tasks and items listed in the scope of services in this RFP. The CRA reserves the right to remove any task or add additional tasks based on negotiations.

Proposers are required to submit one (1) unbound original, ten (10) copies, and an electronic PDF file of the full response, sealed and marked on the outside of the package "Request For Proposals No. CRA-RFP-2020-01", delivered to the CRA office located at 450 North Wilson Avenue, Bartow, Florida 33830 on or before 5:00 pm on Monday, February 17, 2020.

PROJECT BACKGROUND

Section 163.360 of the Florida Statutes requires a Florida Community Redevelopment Agency to create a “redevelopment plan” that will become the guiding document from which the agency implements all of its redevelopment programs and activities.

It is a generally recognized best practice for a Florida CRA to review and amend its redevelopment plan every three (3) to five (5) years in order to address any new issues or changes that may arise within the agency’s “community redevelopment area” or the overall market. Section 163.361 of the Florida Statutes governs amendments to community redevelopment plans and sets forth the legal requirements to accomplish a plan modification.

The Bartow Community Redevelopment Agency was founded in 1990 and is currently operating on year nineteen (19) of a thirty (30) year redevelopment plan initially adopted in 2000. The Bartow CRA’s plan was last modified in 2014.

The principal goal of the plan modification is to develop a modern redevelopment program to address and eliminate slum and blighted conditions in the City of Bartow community redevelopment area. The redevelopment plan modification envisioned by this RFP will focus on the creation of a plan document outlining specific redevelopment projects and activities that are reasonably calculated to improve the conditions of the community redevelopment area. A core component of the plan modification is to extend the life of the Bartow Community Redevelopment Agency to the maximum currently authorized by general law.

ENVISIONED SCOPE OF SERVICES

This section outlines the scope of services envisioned by the Bartow CRA to be performed by the selected consultant pursuant to this RFP. The CRA reserves the right to modify, add and/or delete tasks, phases and units of work in this proposed scope of services

Task 1 - General Data Collection/Review Phase

The Consultant shall obtain from the Bartow CRA, City of Bartow and Polk County, available data for the Bartow Community Redevelopment Agency. This information should include the following:

1. Existing CRA Boundaries
2. Relevant Past Studies
3. Current and future city zoning/land use
4. Transportation/mobility studies
5. Applicable redevelopment approvals/ordinances/resolutions.
6. Tax base and ownership data (including City, County, etc.)
7. Proposed public and private commitments/projects for the redevelopment area and nearby adjacent areas
8. Photo inventory of buildings of historic, aesthetic or significant feature
9. Environmental permitting and land use requirements
10. Crime, code violations, tax delinquencies, and other pertinent information with locations
11. Vacant parcel data for the CRA and areas of the City likely to impact the CRA
12. Brownfield or potential brownfield sites

Task 2 - Data Creation - Base Maps, Contamination and Utilities

Utilizing available information and data obtained from the Florida Department of Transportation, Polk County, the City of Bartow and/or other agencies, the following information shall be compiled and entered into an electronic database.

1. Existing utility information, constraints and capacities. Utility companies with facilities within the CRA will be contacted to determine existing facilities. They will also be asked to indicate areas where they own rights-of-ways or have easements for their facilities. They will also be asked to provide information regarding proposed future improvements or upgrades to their facilities.
2. Property lines and road rights-of-way
3. Current aerial and GIS data
4. Windshield inspection of potential contamination sites and a document search of City of Bartow and Polk County Data.
5. Basic photo inventory of blighted properties

Deliverables for Task 2: Data Creation:

1. A base map (1"=100' scale) showing property lines, road rights of way and existing utilities in the community redevelopment area.
2. A brief summary report of existing utility locations and easements.
3. Base map showing all contaminated sites and potential brownfields within the community redevelopment area.
4. Base map showing all vacant properties within the community redevelopment area.
5. Base map indicating open and obvious City of Bartow municipal code violations in the community redevelopment area.
6. Base map showing hotspots of reported crime within the community redevelopment area.

Task 3 – Preparation of the Redevelopment Plan Modification

Envisioned Process Steps:

Kick off Meeting/Data Review/Opportunities and Constraints

Early Brainstorming and Strategy Session

Memorandum and Public Information Meetings

Preliminary Redevelopment Plan and Strategy

Final Redevelopment Plan and Strategy

Presentation of the Final Redevelopment Plan

Kick Off Meeting/ Data Review/Opportunities and Constraints:

- i. **Kick-Off Meeting:** The Consultant will organize a kick-off meeting with the CRA Executive Director and other key municipal personnel. The intent of the Kick-Off Meeting is to facilitate a discussion regarding the project goals and objectives, identification of key community representatives, public sector, private sector and residents as well as review schedule and project management procedures
- ii. **Data Review:** The Consultant will review readily available base data information and rely on other Consultant members for reports and to synthesize relevant materials with regard to the redevelopment plan. As part of this review the Consultant will conduct a windshield survey of the redevelopment area, and prepare a photo- catalogue of the area.
- iii. **Opportunities and Constraints:** Upon completion of the Data Review, the Consultant will synthesize the relevant information and prepare an Opportunities and Constraints

drawing outlining the results of our analysis of the entire Redevelopment area and focus on the areas that are conducive to development and in need of improvement.

Deliverables: Redevelopment Plan Analysis Opportunities and Constraints Exhibit.

Early Brainstorming and Strategy Session:

- iv. Upon completion of the previous step, the Consultant will participate in strategy and brainstorming sessions with regard to early conceptual ideas for the redevelopment plan. These preliminary concepts are to generate potential development opportunities, economic investment opportunities and land use ideas. The Consultant will prepare as part of the early brainstorming sessions, up to three (3) alternative plans with illustrative sections to delineate design intent.

Deliverables: Early Brainstorming and Strategy Up to three (3) conceptual plans, diagrams and illustrative sections.

Memorandum and Public Information Meetings:

- v. The Consultant, together with the CRA Executive Director and key municipal staff will determine the appropriate process for consensus building for the redevelopment plan. The Consultant will meet with stakeholders to listen and discuss issues affecting redevelopment as well as opportunities and constraints for redevelopment. The intent is to determine the perceptions of the community regarding the redevelopment area.

The Consultant will document the most important issues in a memorandum report that will also include the preliminary “Goals and Objectives” of the plan.

The Consultant will schedule and facilitate a series of up to five (5) meetings with community members to review the analysis of existing conditions and present the central issues or guiding principles that were stated in the original meetings. These sessions are designed to achieve consensus on the most important issues-those that reflect the community’s vision of what it wants to be and how it wants to look.

Deliverables: Memorandum and up to three (3) Information Meetings for the areas within the CRA and up to two (2) Information meetings for the areas outside of the CRA.

Preliminary Land Use Plan and Strategy:

- vi. Using the guiding principles developed during the public meetings, the Consultant will develop a single (i.e., one (1)) approach to redevelopment that reflects the following types of program elements:

- Conceptual Land Use
- Circulation

- Pedestrian Networks
- Gateways into the Redevelopment Area
- Redevelopment Opportunities
- Community services, parks and open space locations
- Streetscape Opportunities
- Zoning Recommendations
- Determination of a five (5) year phased capital project plan (CRA Capital Improvements Plan)
- Conceptual Engineering: The conceptual master plan will result in a variety of infrastructure improvements ranging from roadway reconstruction and/ or relocations, improvements to the water/sewer system, storm water, underground utilities, power, communications, etc. Estimates will be made to develop an opinion of probable cost for all engineering and utility requirements. Where possible, Consultant should utilize the City’s standards for potential project assumptions and costs.
- Sustainability and “Green Principles”

Deliverables: Preliminary Redevelopment Plan:

- 1. One (1) Preliminary Redevelopment Plan. This preliminary plan will be in a bubble diagram format. Where necessary, to convey the design intent, section and elevation and building massing plan will be included.**
- 2. Presentation materials for the all workshops.**
- 3. Conceptual Engineering/Utility Design and Environmental Assessment.**
- 4. An Opinion of Probable Cost for infrastructure improvements.**
- 5. An original of each drawing with the corresponding electronic files must be delivered.**
- 6. Printed presentation boards for the workshop must be in a minimum 24” X 36” format.**
- 7. PowerPoints should also be utilized to supplement printed presentation materials.**

Task 4 - Final Redevelopment Plan and Strategy

Using the results from the community meetings and comments from the relevant staff and agencies, consultants will prepare a Final Redevelopment Master plan and exhibits. The plan and exhibits will include:

- Final Redevelopment Plan
- Plan enlargements for each sector of the CRA and special areas of development or concern.
- Development Guidelines/Public and Private development guidelines and controls

In support of the Final Redevelopment Plan and Strategy, the consultant will prepare support documents a) through n):

- a) Land Use Plan
- b) Zoning Plan
- c) Parcelization Plan
- d) Circulation Plan
- e) Demolition Plan
- f) Utility Plan
- g) Phasing Plan
- h) Landscape/Hardscape Conceptual Plan
- i) Acquisition/Disposition Plan
- j) Parks and Open Space Plan
- k) Conceptual massing and envelop design by parcel
- l) Brownfield Plan
- m) Affordable housing policy
- n) Redevelopment Strategy

Deliverables: Final Redevelopment Plan - A final illustrative Redevelopment Plan and supporting documents, Implementation Phase, scope, schedule and budget for plan Implementation financing and development.

Task 5 - Financial Analysis and Development Strategy

1. Develop a Financial Toolkit and other financing methods for implementing the CRA Plan
2. Develop spreadsheet which ties funding sources to all CRA projects.
3. Develop Tax Increment Financing (TIF) projections for all areas within the current CRA boundaries.
4. Create an overall five (5) year CRA Strategic Finance Plan. The plan must also include provisions to accommodate (a) the remaining eleven (11) years of the CRA and/or (b) a proposal to extend the life of the CRA to the statutory maximum available by law.

Task 6 - Transportation and Traffic Analysis

1. Inventory of Transportation systems (Obtain FDOT, City and County Long Range and Cost Feasible Transportation plans and existing traffic data).
2. Develop a traffic circulation plan for the CRA.
3. Determine potential traffic impacts for key development areas identified in the Final Redevelopment Plan.

Task 7 - Economic Development, Market and Real Estate Analysis

1. Develop Economic and Demographic Regional (MSA) and Local Setting
2. Develop Employment Trends and Projections
3. Development of Redevelopment Area Market Opportunities and Constraints
4. Market Demand Analysis and Feasibility Tests
5. Prepare Market Demand Analysis for up to three (3) Conceptual Plans and Feasibility Tests
6. Real Estate Analysis of Redevelopment Project Area.
7. Preliminary Real Estate Analysis for the City of Bartow.

8. Prepare Request for Developer Qualifications for up to four (4) developer qualification packets. This could include a developer for a hotel, office complex, restaurant, downtown multi-family housing, or other key development concepts identified in the Final Redevelopment Plan.

Task 8 - Presentation to the Local Planning Agency, CRA Board of Directors and Governing Body

1. Prepare required presentation materials for presentation to the Local Planning Agency, the CRA Board of Directors and the City Commission as required by Florida Statute 163 Part III.
2. Present Draft and Final Redevelopment Plan to Local Planning Agency, CRA Board of Directors and City Commission.

GENERAL INFORMATION

A. Schedule

RFP Issued:	Friday, January 17, 2020
Pre-Bid Conference:	Bartow City Hall 450 North Wilson Avenue Bartow, FL 33830 (Attendance is voluntary.) Thursday, January 30, 2020, 10:00 am
Deadline for Questions:	Friday January 31, 2020, 5:00 pm
Question Responses:	Wednesday, February 12, 2020, 5:00 pm
RFP Submittal:	Bartow CRA Office 450 North Wilson Avenue Bartow, FL 33830 Monday, February 17, 2020, 5:00 pm
Distribution to Board or Selection Committee:	Wednesday, February 19, 2020, 8:00 am
Expected CRA Board Determination:	Wednesday, February 26, 2020, 8:00 am

The CRA reserves the right to advance or delay any of the scheduled dates in this RFP.

B. Minimum Qualification Requirements

(1) *Authorized to Transact Business in the State of Florida:*

Proposer must be an incorporated firm in the State of Florida or a foreign incorporated entity registered with the Florida Department of State, Division of Corporations and authorized to do business in the State of Florida. Proposer should furnish records from the Division of Corporations showing the Proposer's active status in Florida. Copies of online "Detail By Name" records available from the Division's website at <http://www.sunbiz.org> are acceptable.

(2) *Previous Primary Florida CRA Experience*

Proposer must demonstrate its previous experience working with Florida community redevelopment agencies. At a minimum, Proposer should have one (1) employee that has either held an executive or appointed position with a CRA in the State of Florida and/or have one (1) employee which has had primary responsibility for the development of a community

redevelopment plan. Proposers should provide with your firm's response written detailed information for the requested employee outlining the employee's experience along with a resume. If the Proposer qualifies by primary responsibility for development of a community redevelopment plan, provide the name of the agency, a copy of the final plan document and the name of a current contact with the agency.

(3) *Previous Experience of a Similar Nature*

Proposer must have completed at least three (3) projects with an identical or similar scope of work as outlined in this RFP within the past ten (10) years and one (1) within the last two (2) years. Projects completed must demonstrate the firms experience and expertise with Community Redevelopment Agencies, Municipal and County Government processes, Florida Land Use Planning, public participation processes, market analysis and economic analysis. Proof of experience shall be made on Form 1 attached to this RFP.

C. **Cost Proposal**

The Proposer's Cost Proposal must be inclusive of all related expenses to provide the services as defined in this RFP. The total price for the performance of each task should be identified on the chart provided for in Form 2 attached to this RFP. There are no provisions in this RFP for variances or contingencies. Selection of a Proposer by the CRA does not constitute the CRA's automatic acceptance of the Proposer's price offer. All prices paid by the CRA shall be subject to negotiation after selection based on the CRA's determination of tasks and items of work to be performed. Final costs shall be memorialized in a final agreement between the CRA and the Successful Proposer.

D. **References**

A minimum of three (3) references are required as a component of due diligence to determine the capability of firms to be able to perform the requirements of the project. Proposers must provide a verifiable reference for each project identified to meet the Minimum Qualification Requirements.

Proposers must send and obtain a completed Form 3 – Reference Check for each reference. Reference Check Forms should be included with the Proposer's submission package.

The CRA will send references a request for verification via email within no later than five (5) business days from receipt of proposals. If the reference is not available or unable to respond within five (5) business days from the delivery of an email request, the reference shall not be considered valid. This will cause Proposers to lose points awarded for this criterion. Please make sure that the references listed in your firm's response are aware that they will be receiving a verification of reference email from the City of Bartow Community Redevelopment Agency to confirm the references which were submitted with the firm's response.

SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA

The following describes certain information that the CRA will require for the Proposal. Failure to provide any of the information or failure to provide the information in the required format may be cause for rejection of the Proposal at the sole and absolute discretion of the CRA.

The Proposer shall submit one (1) unbound original, ten (10) copies, and an electronic PDF file of the full response, which describes the project and the proposer's qualifications in the following format with each section tabbed for ease of review.

The CRA reserves the right to validate any and all information submitted by the proposers. At its sole and absolute discretion, the CRA may disqualify any proposer if the CRA determines that their submittal does not sufficiently document experience and qualifications, or may at its discretion require that additional information be provided by the proposer(s).

Proposals must include the following:

SECTION 1 - INTRODUCTION:

Please include a general introduction statement identifying the party or parties responding to this RFP (the "Proposer") and its understanding and commitment to the tasks and project.

SECTION 2 – INFORMATION, QUALIFICATIONS, AND EXPERIENCE:

The Proposer must submit information that describes the Proposer's organizational structure, its members, and qualifications including key personnel. At a minimum the following information is required in the submission for this Section.

- a. Description of the legal organizational structure of the Proposer (and its parent entity, if it is a subsidiary). If the Proposer intends to create a separate entity solely for the purpose of developing the proposed project, then each partner or stockholder or member should describe their respective legal organizational structure. Identify all individuals who will participate in the proposed project. Only individuals that will be actively involved and engaged in the development of the site can be listed as key personnel. If key personnel are licensed professionals, provide evidence of ability to practice in the State of Florida.
- b. Identification of the Proposer's principals, partners, officers, or co-venturers, including names, addresses, telephone and fax numbers and federal business identification numbers.
- c. A complete list of the Entity's Board of Directors including names, addresses and phone numbers and the name of the Entity's Executive Director. If the Entity is affiliated with another entity, please provide a statement representing the nature of the affiliation along with the other entity's name, address, phone number, and a listing of the Board of Directors.

- d. References as required by this RFP.
- e. Information regarding any legal or administrative actions, past or pending, that might impact the capacity of the proposer (or its principals or affiliates) to complete the project must be disclosed.
- f. Disclosure of any bankruptcies and legal actions by any of the above or related entities during the past ten (10) years must be made with the RFP.
- g. Minimum Qualifications Requirements

SECTION 3 – OFFERING PRICE AND GENERAL APPROACH/METHODOLOGY:

The Proposer must state the offering price for performance of the scope as required by the RFP. The Proposer must provide general background information regarding its suggested approach and/or methodology to complete the project and scope.

SECTION 4 – SUGGESTED PROJECT SCHEDULE:

The Proposer must submit a schedule for the completion of the project and each task within the Scope of Services with performance beginning in 2020. Please note, the CRA expects prompt performance of the Scope of Services and anticipates completion within six (6) to seven (7) months of engagement before the end of CRA Fiscal Year 2019-2020.

SECTION 5 – SAMPLE PROJECTS:

The Proposer must provide evidence of sample projects as required by the RFP.

SECTION 6 – ADDITIONAL CONSIDERATIONS:

Identify any additional or unique resources, capabilities, or assets which the Proposer believes is beneficial to consider in reviewing the Proposer qualifications.

SECTION 7 – REQUIRED FORMS

Evaluation Criteria and Selection Procedure

Sealed proposals may be filed with the CRA at 450 North Wilson Avenue, Bartow, Florida 33830 until Monday, February 17, 2020 at 5:00 PM. CRA staff will open the proposals after that time and review them for compliance with submission requirements. CRA staff will review and tentatively rank all qualified proposals in accordance with the selection criteria listed below to generate a suggested ranking for consideration by the CRA Board. The CRA Board will meet and evaluate the proposals against the criteria set forth in this RFP and select the most beneficial proposal no later than the February 26, 2020 CRA Board Meeting, unless otherwise stated. The CRA reserves the right to select a lower ranked proposal if, based on the project articulated in the Proposal, the Proposer best expresses the vision and intent of the existing CRA Community Redevelopment Plan 2014, the East End Vision, and other prior CRA-sponsored studies and plans.

Proposals will be evaluated based on the following criteria:

<i>Item</i>	<i>Description</i>	<i>Available Points</i>	<i>Evaluation Criteria</i>
1	Minimum Qualification Requirements	Pass/Fail	Ensure Proposer provides all information necessary to meet the Minimum Qualification Requirements in this RFP
2	Qualifications and Experience	35 Points	Demonstrated Ability of Proposer to Perform the Work as Identified in the Envisioned Scope of Services and Related Tasks
3	Project Approach and Methodology	40 Points	Project Approach and Methodology Demonstrates Clear Commitment to Providing Deliverables On Time and Within Budget or Fixed Price; Project Approach Shows Thorough Understanding of Project Needs and CRA-Desired Outcomes
4	Cost Proposal	25 Points	Cost Proposal is Based on Expected Time To Be Spent By Consultants; Reflects Realty that CRA has Significant Needs and Limited Availability of Public Resources

The CRA reserves the right to negotiate such terms and conditions with the Successful Proposer as it deems in the public interest at its sole and absolute discretion. In the event a contract is not negotiated to the CRA's satisfaction, the CRA may abandon such negotiations, and at its

sole and absolute discretion may commence negotiations with the next ranked proposer. All proposers should be familiar with the requirements of Florida Statutes Chapter 163.380 to which this solicitation is subject.

Any and all decisions by the CRA to modify the schedule described herein, requests for additional information, reject insufficient or unclear proposals, formulate an objective point system for review, rate and rank proposals, negotiate agreements, abandon negotiations, approve agreements, etc., shall be at the CRA's sole and absolute discretion and no protests whatsoever shall be considered by the CRA. Submittal of a reply to this solicitation on the part of any and all proposers constitutes acceptance of this policy.

The CRA may select proposers to conduct oral presentations.

Oral presentations may be scheduled with the firm(s) as requested by the CRA's evaluators. The oral presentations are exempted from the public meeting requirements of s. 286.011 F.S., however will be recorded for public record purposes in accordance with sec. 119.07(1) F.S. as amended.

Oral presentations are to support what has been provided in the proposals by each firm and to exhibit and otherwise demonstrate and clarify and expand on the information contained therein. The CRA reserves the right, where it may serve the City of Bartow's best interest, to request additional information and clarification from Proposers. Sufficient time will be provided to submit this information. After oral presentations, proposals will be evaluated and ranked to obtain the results for recommendation to award the contract.



TERMS AND CONDITIONS

§ 1 Cone of Silence/No Lobbying

As to any matter relating to this RFP, any Proposer, team member, or anyone representing a proposer is advised that they are prohibited from contacting or lobbying the CRA Chair, any CRA Commissioner, CRA staff, or any other person working on behalf of the CRA on any matter related to or involved with this RFP. For purposes of clarification, a team's representatives shall include, but not be limited to, the proposer's employees, partners, attorneys, officers, directors, consultants, lobbyists, or any actual or potential subcontractor or consultant of the proposer and the proposer's team. There will be an opportunity for inquiries to be made of CRA staff during the scheduled Pre-Submission meeting. All inquiries must be in writing and directed to the CRA Director at the address for questions provided herein. Any violation of this condition may result in rejection and/or disqualification of the proposer. This "Cone of Silence/No Lobbying" is in effect from the date of publication of the RFP and shall terminate at the time the CRA Board selects a proposal, rejects all proposals, or otherwise takes action which ends the solicitation process.

§ 2 Questions

Questions and inquiries concerning the proposal and specifications of the solicitation shall be submitted in writing and mailed to the Bartow Community Redevelopment Agency, 450 North Wilson Avenue, Bartow, Florida 33830 or emailed to scox.cra@cityofbartow.net. Questions should be submitted receipt no later than Friday January 31, 2020 by close of business at 5:00 pm. Contract information for the interested party (i.e., email, address, &c.) should be included with the question. Written responses to questions will be circulated to all parties that have either (a) asked a question; (b) registered with the CRA at the Pre-Bid Conference or (c) registered interest in this RFP with the CRA by email or letter to either of the addresses in this paragraph received before Friday January 31, 2020 at 5:00 pm.

Oral explanations, information and instructions shall not be considered binding on the CRA. All Proposers should independently verify the accuracy of any information provided. Neither the CRA nor any of its agents or employees shall be responsible for the accuracy of any information provided to any proposer.

§ 3 Disclaimers

(a) This RFP is being issued by the CRA. As more fully set forth in this RFP, any action taken by the CRA in response to proposals made pursuant to this RFP, or in making any award or failure or refusal to make any award pursuant to such proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the CRA.

(b) In its sole discretion, the CRA may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from this RFP. In its sole discretion, the CRA may determine the qualifications and acceptability of any party or parties submitting proposals in response to this RFP.

(c) Following submission of a proposal, the Proposer agrees to promptly deliver such further details, information and assurances including, but not limited to, financial and disclosure data, relating to the proposal and/or the Proposer, including the Proposer's affiliates, officers, directors, shareholders, partners and employees, as requested by the CRA.

(d) The information contained herein is provided solely for the convenience of Proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the CRA, nor its representatives, provide any assurances as to the accuracy of any information in this proposal. Any reliance on the contents of this RFP, or on any communications with CRA representatives shall be at each Proposer's own risk. Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. This RFP is being provided by the CRA without any warranty or representations, express or implied, as to its content, accuracy or completeness, and no Proposer or other party shall have recourse to the CRA if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the CRA that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

(e) The CRA shall have no obligation or liability with respect to this RFP, or the selection and award process contemplated hereunder. The CRA does not warrant or represent that any award or recommendation will be made as a result of the issuance of this RFP. All costs incurred by a Proposer in preparing and responding to this RFP are the sole responsibility of the Proposer. Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

(f) This RFP is made subject to correction of errors, omissions, or withdrawal without notice.

(g) Information contained in the RFP is for guidance only and each recipient hereof is cautioned and advised to independently verify all of such information. In the event of any differences between these disclaimers and the balance of the RFP, the provisions of these disclaimers shall govern.

(h) The CRA reserves the right to select the proposal which, in the opinion and sole discretion of the CRA, will be in the best interest and/or most advantageous to the CRA. The CRA reserves the right to waive any irregularities and technicalities and may, at its discretion, request re-submittal of proposals. All expenses in preparing the proposal and any re-submittals shall be borne by the Proposer.

(i) The CRA and the Proposer will be bound only if and when a proposal, as it may be modified, is approved and accepted by the CRA, and the applicable agreements pertaining thereto are approved, executed and delivered by the Proposer to the CRA, and then only pursuant to the terms of the final agreements executed by the Proposer and the CRA. All or any responses to this RFP may be accepted or rejected by the CRA for any reason, or for no reason, without any resultant liability to the CRA.

(j) The CRA is governed by the Sunshine Law and the Public Records Law of the State of Florida and all proposals and supporting data shall be subject to disclosure as required by such laws. All proposals shall be submitted in sealed bid form and shall remain confidential to the extent permitted by the Public Record Law until the date and time selected for opening responses.

§ 4 Insurances

(a) The Successful Proposer will be required to furnish the CRA with copies of any insurance policies it intends to carry covering the project and such policies shall name the CRA as an additional insured thereunder as its interest may appear.

(b) Without limiting its liability, the Successful Proposer will be required to procure and maintain at its sole expense, during the term of any agreement with the CRA, insurance of the types and in the minimum amounts stated below:

Workers' Compensation

Workers' compensation insurance shall be obtained that is not more restrictive than that provided by the Standard Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements, and, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable federal or state law. The policy must be endorsed to provide the CRA with thirty (30) days' written notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	“Statutory”
Part Two:	\$500,000.00 Each Accident
	\$500,000.00 Disease – Policy Limit
	\$500,000.00 Disease – Each Employee

Commercial General Liability Insurance

Commercial general liability insurance shall be obtained that is not more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the state of Florida or those described below. The policy must be endorsed to provide the CRA with thirty (30) days written notice of cancellation. The coverage may include restrictive endorsements which exclude coverage for liability arising out of (i) mold, fungus, or bacteria, (ii) terrorism, and (iii) sexual molestation.

The CRA and its officers, board members, employees, representatives, agents, successors and assigns shall be included as “Additional Insureds” on a form no more restrictive than the latest edition of ISO Form CG 20 10 (Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization Endorsement).

The limits are to be applicable to Premises Operations and Blanket Contractual Liability

and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability policy subject to the following minimum limits (inclusive of amounts provided by an umbrella or excess policy):

\$2,000,000.00	General Aggregate
\$2,000,000.00	Products/Completed Operations Aggregate
\$1,000,000.00	Personal and Advertising Injury
\$1,000,000.00	Each Occurrence
\$ 50,000.00	Fire Damage
\$ 5,000.00	Medical Expenses

Automobile Liability Insurance

Automobile liability insurance shall be obtained that is not more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without any restrictive endorsements, including coverage for liability contractually assumed. The policy shall cover all owned, non-owned, and hired autos used in connection with the performance of the work and must be endorsed to provide the CRA with thirty (30) days written notice of cancellation. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000.00	Each Occurrence – Bodily Injury and Property Damage Combined
----------------	--

(c) The Successful Proposer may, at its option, obtain a Builder’s Risk policy for the project in a sufficient amount to insure against damage to materials, fixtures or equipment used in the construction of the Project improvements. The acquisition of such policy will not relieve the Proposer from compliance with any established Performance Schedule.

(d) An insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes, shall write said insurance. Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the CRA. An insurer with an A.M. Best Rating of "A X" or better shall write such Insurance. Prior to commencing any work on the project, Certificates of Insurance, approved by the CRA, evidencing the maintenance of the required insurance shall be furnished. The certificates shall provide that no material alteration or cancellation, including expiration and nonrenewal shall be effective until thirty (30) days after receipt of written notice by the CRA.

(e) Liability shall not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage. Neither approval nor failure to disapprove insurance furnished by the Successful Proposer shall relieve it or its subcontractors from responsibility to provide insurance.

* * *

§ 5 Public Entity Crimes Notice

A person or affiliate who has been placed on the State of Florida Convicted Vendor List, following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity, in excess of \$35,000.00, for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List. All proposers shall complete and submit a required public entity crimes affidavit as part of any proposal submitted pursuant to this RFP.

REQUIRED FORMS AND AFFIDAVITS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Proposer to provide the goods and/or services offered to the CRA if the Proposer is selected.

1. “Form 1” - Proof of Experience Form
2. “Form 2” - Cost Proposal
3. “Form 3” - Reference Check Form
4. Proposal Submittal Signature Page
5. Conflict of Interest Disclosure Form
6. Scrutinized Companies Certification Pursuant to Florida Statutes § 287.135
7. Notification of Public Entity Crimes Law
8. Public Records Law Acknowledgment
9. Drug-Free Work Place Certification Form
10. Non-Collusion Affidavit
11. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

FORM 1 – PROOF OF EXPERIENCE

CRA-RFP-2020-01

Page 1 of 3

Name of Project # 1:	
Name of the firm that was awarded the Contract:	
Updated contact name, phone and email for Project Manager where services were provided to:	
Explain in detail all the services that the awarded firm performed:	
List all of the sub-consultants that worked for the awarded firm to provide all services required by the Contract:	
Date when Project # 1 started:	
Date when Project # 1 was completed:	
Name of entity for which services were provided to:	
Provide detailed information about the scope of work your firm provided during this project and such must be similar and address the scope of work as required and addressed in this RFP:	

FORM 1 – PROOF OF EXPERIENCE

CRA-RFP-2020-01

Page 2 of 3

Name of Project # 2:	
Name of the firm that was awarded the Contract:	
Updated contact name, phone and email for Project Manager where services were provided to:	
Explain in detail all the services that the awarded firm performed:	
List all of the sub-consultants that worked for the awarded firm to provide all services required by the Contract:	
Date when Project # 2 started:	
Date when Project # 2 was completed:	
Name of entity for which services were provided to:	
Provide detailed information about the scope of work your firm provided during this project and such must be similar and address the scope of work as required and addressed in this RFP:	

FORM 1 – PROOF OF EXPERIENCE

CRA-RFP-2020-01

Page 3 of 3

Name of Project # 3:	
Name of the firm that was awarded the Contract:	
Updated contact name, phone and email for Project Manager where services were provided to:	
Explain in detail all the services that the awarded firm performed:	
List all of the sub-consultants that worked for the awarded firm to provide all services required by the Contract:	
Date when Project # 3 started:	
Date when Project # 3 was completed:	
Name of entity for which services were provided to:	
Provide detailed information about the scope of work your firm provided during this project and such must be similar and address the scope of work as required and addressed in this RFP:	

FORM 2 - COST PROPOSAL
CRA-RFP-2020-01

This Cost Proposal must be inclusive of all related expenses to provide the services as defined in this RFP. The CRA reserves the right to reject all proposals.

DESCRIPTION OF TASKS	TOTAL PRICE
<i>Task 1. General Data Collection/Review Phase</i>	\$
<i>Task 2. Data Creation – Base Maps, Contamination and Utilities</i>	\$
<i>Task 3. Preparation of the Redevelopment Plan Modification and Visioning Plan</i>	\$
<i>Task 4. Final Redevelopment Plan Strategy</i>	\$
<i>Task 5. Financial Analysis and Development Strategy</i>	\$
<i>Task 6. Transportation and Traffic Analysis</i>	\$
<i>Task 7. Economic Development, Market and Real Estate Analysis</i>	\$
<i>Task 8. Presentation to the Local Planning Agency, CRA Board of Directors</i>	\$
TOTAL COST FOR TASKS 1-8	\$

SIGNATURE: _____ **Date:** _____

FORM 3 - REFERENCE CHECK FORM

CRA-RFP-2020-01

Page 1 of 3

PROPOSING FIRM'S NAME(S): _____

PROJECT NAME: _____

NAME OF FIRM THAT AWARDED THE AGREEMENT FOR THE PROJECT:

NAME ALL THE FIRMS THAT WERE SUB-CONSULTANTS TO THE PROJECT AND PROVIDED SERVICES: _____

Name of Reference: _____ **Phone:** _____

Title of Reference: _____ **E-mail:** _____

Address: _____

Company/Employer: _____

Please answer the following questions regarding services provided by the proposer named above.

1. Provide detailed information about the level of commitment of the firm to your project. Did the firm devote the time, and personnel necessary to successfully complete the entities needs?

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FORM 3 - REFERENCE CHECK FORM

CRA-RFP-2020-01

Page 2 of 3

2. Provide detailed information about the competence, accessibility, and responsiveness of the firm's personnel supervising and performing the work on the project.

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3. Provide detailed information about the firm's response time as required by your Agreement. Where there ever any issues? If so, why?

--

4. Provide detailed information about the firm's success at minimizing issues.

--

FORM 3 - REFERENCE CHECK FORM

CRA-RFP-2020-01

Page 3 of 3

ADDITIONAL COMMENTS:

SIGNATURE: _____ **Date:** _____

PROPOSAL SUBMITTAL SIGNATURE PAGE
CRA-RFP-2020-01

By signing this Proposal, the Proposer certifies that it satisfies all legal requirements as an entity to do business with the CRA.

Proposer's Name: _____

Street Address: _____

Mailing Address (if different from Street Address): _____

Telephone Number(s): _____

Fax Number(s): _____

Email Address: _____

Federal Employer Identification Number: _____

Proposer's Signature:

(Signature of authorized agent)

Print Name: _____

Title: _____

Date: _____

By signing this document, the Proposer agrees to all terms and conditions of this RFP and the resulting contract/agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL, FOR NOT LESS THAN 90 DAYS, AND THE PROPOSER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS SOLICITATION. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE CRA MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS PROPOSAL.

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their proposals the name of any officer, director, or agent who is also an employee of the Bartow Community Redevelopment Agency. Furthermore, all Proposers must disclose the name of any CRA employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Proposer’s firm or any of its branches.

The purpose of this disclosure form is to give the CRA the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term “conflict of interest” refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee’s professional judgment in exercising any CRA duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest for this Proposal.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this Proposal. The judgment of a conflict of interest shall be determined by the CRA.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

**SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO
FLORIDA STATUTES § 287.135
Page 1 of 2**

I, _____ (name of authorized person), on behalf of _____ (proposer), certify that _____ (company) does not:

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

Submitting a false certification shall be deemed a material breach of contract. The Bartow Community Redevelopment Agency shall provide notice, in writing, to the Contractor of the CRA's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the CRA's determination of false certification was made in error then the CRA shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statutes § 287.135.

Section 287.135, Florida Statutes, prohibits the CRA from:

(a) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

(b) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria.

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

**SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO
FLORIDA STATUTES § 287.135
Page 2 of 2**

I further understand that any contract with the CRA for goods or services may be terminated at the option of the CRA if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Submitted by:

Firm Name

Signature

Name and Title (Print or Type)

Date

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-vendor, 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 of the Florida Statutes for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Receipt of Notification is Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

PUBLIC RECORDS LAW ACKNOWLEDGMENT
Page 1 of 2

The Public Records Law, Chapter 119, Florida Statutes, governs public contracts and requests for contractor records.

Contractor agrees to:

(a) Keep and maintain public records required by the Bartow CRA to perform the services specified.

(b) Upon request from the CRA's custodian of public records, provide the CRA with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of any agreement issued pursuant to this RFP and following completion of the agreement if records are not transferred to the CRA.

(d) Upon completion of any resulting agreement, transfer, at no cost, to the CRA all public records in the Contractor's possession of or keep and maintain public records required by the CRA to perform the service. If Contractor transfers all public records to the CRA upon completion of any resulting agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of any resulting Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CRA upon request from the CRA's custodian of public records, in a format that is compatible with the CRA's information technology systems.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO ANY RESULTING AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-534-0121, SCOX.CRA@CITYOFBARTOW.NET, 450 N WILSON AVE, BARTOW, FL 33830.

(continued on next page)

PUBLIC RECORDS LAW ACKNOWLEDGMENT
Page 2 of 2

If Contractor does not comply with a public records request, the CRA shall enforce these requirements, which may include immediate termination of any agreement issued as a result of this RFP.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

DRUG FREE WORKPLACE CERTIFICATION FORM

Page 1 of 2

In accordance with Section 287.087 of the Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services; a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1) notify employees that as a condition of working on the commodities or contractual services that are under contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require 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.

(continued on next page)

DRUG FREE WORKPLACE CERTIFICATION FORM
Page 2 of 2

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements to have a drug-free workplace.

Firm Name

Signature

Name and Title (Print or Type)

Date

NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, personally appeared _____,
who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

1. He / She is _____,
(name and title of authorized person) of _____,
the Proposer for CRA-RFP-2020-01.

2. He / She is fully informed respecting the preparation and contents of the attached
request for proposals, and of all pertinent circumstances respecting such solicitation. Such
Proposal is genuine and is not a collusive or sham proposal.

3. Neither the said Proposer nor any of its officers, partners, owners, agents,
representatives, employees, or parties in interest, including this affiant, has in any way colluded,
conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to
submit a collusive or sham proposal in connection with the Solicitation and contract for which the
attached proposal has been submitted or to refrain from proposing in connection with such
solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or
collusion or communication or conference with any other proposer, firm, or person to fix the price
or prices in the attached proposal or any other proposal, or to fix any overhead, profit, or cost
element of the proposal price or the proposal price of any other proposer, or to secure through any
collusion, conspiracy, connivance, or unlawful agreement any advantage against the Bartow
Community Redevelopment Agency or any person interested in the proposed contract.

4. The price or prices quoted in the attached proposal are fair and proper and are not
tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the
Proposer or any of its agents, representatives, owners, employees, or parties in interest, including
this affiant.

Signature

Subscribed and sworn to (or affirmed) before me this _____ day of
_____, 20____, by _____, who is personally known to
me or who has produced _____ as
identification.

SEAL
Notary Signature _____
Notary Name: _____
Notary Public (State): _____
My Commission No: _____
Expires on: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED
TRANSACTIONS**

Page 1 of 2

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733).

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", "voluntarily exclude", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions", without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a perspective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines eligibility

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED
TRANSACTIONS**

Page 2 of 2

of its principals. Each participant may, but is not required to, check the Non-Procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction may pursue available remedies, including suspension and/or debarment.

Certification:

(1) The prospective lower tier participant certifies, by submission of this proposal, 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 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.

Firm Name

Signature

Name and Title (Print or Type)

Date