

**REQUEST FOR PROPOSAL  
RFP 24-024**

# **Community Development Feasibility Study (CRA)**



Issued By:  
Danielle Rose  
Purchasing Manager  
City of Bartow, Florida  
1255 W. Polk Street  
Bartow, Florida 33830  
(863) 534-0141  
[drose@cityofbartow.net](mailto:drose@cityofbartow.net)

Date of Issue: **April 18, 2024**

Non-Mandatory Pre-Proposal Meeting: **May 1, 2024**

Responses Due: **2:00 P.M., May 22, 2024**

**CITY OF BARTOW  
NOTICE OF  
REQUEST FOR PROPOSALS  
(RFP)# 24-024, COMMUNITY DEVELOPMENT FEASIBILITY STUDY (CRA)**

Sealed Proposals (1) unbound single sided original of its proposal, five (5) complete paper copies of its proposal, and one (1) electronic copy of its proposal in Adobe PDF format on a USB flash drive will be received by the City of Bartow, Florida until **2:00 P.M., Wednesday, May 22, 2024 at the Purchasing Department (Polk Street Community Center), 1255 W. Polk Street, Bartow, Florida 33830** and publicly opened thereafter, in the Purchasing Department's Conference Room in response to the "Request for Proposal" ("RFP"). Please be sure to download the full bid documents for further details from the City of Bartow's website and/ or DemandStar <https://www.cityofbartow.net/departments-services/purchasing>.

A **Non-Mandatory** Pre-proposal meeting will be held on May 1, 2024, @ 9:00 a.m. at City Hall located at 450 N. Wilson Ave, Bartow, FL 33830.

**Scope:** The City of Bartow's Community Redevelopment Agency (the "CRA") is seeking proposals from qualified & experienced firms to conduct a comprehensive feasibility study for the potential redevelopment of commercial and residential properties and capital improvement projects within the CRA District.

**Questions** related to interpretation of the scope of services, or the submission process, shall be addressed to Danielle Rose, [drose@cityofbartow.net](mailto:drose@cityofbartow.net) in writing, in ample time before the period set for the receipt and opening of proposals. Inquiries, if received prior to 4:00 P.M. on Monday, May 13, 2024, will be answered. Any inquiries received after that time will not be answered or given any consideration. Oral answers will not be authoritative. The City shall issue any City responses for proposers' inquiries in the form of an addendum to the RFP, posted on the City's website and Demandstar as timely as possible.

For additional information contact the City's Purchasing Department at (863)733-4645.

Sincerely,

Danielle Rose  
City of Bartow – Purchasing Manager

## RFP/Bid Registration Form

It is recommended that any person or firm wishing to submit a proposal register with the City of Bartow. This Registration form is included for convenience. An Online Vendor/Bid Application is also available on the City's website under Departments & Services / Purchasing. The City of Bartow has partnered with DemandStar to distribute automatic solicitation notifications, addendums, award recommendations, etc. to all interested firms. We ask that all vendors register with DemandStar. If you do not register, you will not directly receive any addenda(s) that may be issued, which could result in disqualification of your proposal.

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

Bid #: 24-024

Bid Title: Community Development Feasibility Study (CRA)

Carefully complete this form and return it to the Purchasing Department via e-mail to [purchasing@cityofbartow.net](mailto:purchasing@cityofbartow.net). You must submit one form for each solicitation that you are registering for.

NAME OF BUSINESS: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_

STATE: \_\_\_\_\_

NAME (SIGN & PRINT): \_\_\_\_\_

TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

CONTACT NAME (IF DIFFERENT THAN ABOVE) \_\_\_\_\_

REMARKS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## STATEMENT OF "NO-BID"

IF YOU DO NOT INTEND TO BID ON THIS REQUIREMENT, PLEASE COMPLETE AND RETURN THIS FORM PRIOR TO DATE SHOWN FOR RECEIPT OF BIDS TO: CITY OF BARTOW, ATTN: PURCHASING DEPARTMENT, PO BOX 567, BARTOW, FL 33831-0567 OR EMAIL TO [purchasing@cityofbartow.net](mailto:purchasing@cityofbartow.net).

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON RFP #24-024, Community Development Feasibility Study (CRA) OPENING ON WEDNESDAY, MAY 22, 2024, FOR THE FOLLOWING REASON(S):

\_\_\_\_\_ SPECIFICATIONS ARE TOO RESTRICTIVE (PLEASE EXPLAIN REASON BELOW)  
\_\_\_\_\_ INSUFFICIENT TIME TO RESPOND TO INVITATION TO BID  
\_\_\_\_\_ WE DO NOT OFFER THESE PRODUCTS.  
\_\_\_\_\_ OUR PRODUCTION SCHEDULE WOULD NOT PERMIT US TO PERFORM.  
\_\_\_\_\_ UNABLE TO MEET SPECIFICATIONS  
\_\_\_\_\_ UNABLE TO MEET BOND REQUIREMENTS  
\_\_\_\_\_ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW)  
\_\_\_\_\_ OTHER (PLEASE EXPLAIN BELOW)

REMARKS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
SIGNATURE AND TITLE

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
EMAIL ADDRESS

\_\_\_\_\_  
DATE

## **SECTION 1: INTRODUCTION AND BACKGROUND INFORMATION**

### **1.1. Purpose of Solicitation**

The City of Bartow's Community Redevelopment Agency (listed as the "City's CRA" and/or the "City" throughout this RFP) is seeking proposals from qualified and experienced firms to conduct a comprehensive feasibility study for the potential redevelopment of commercial and residential properties and capital improvement projects within the CRA District.

The purpose of this study is to evaluate the viability of completing redevelopment projects for commercial and residential properties and capital improvement infrastructure projects, leveraging both public and private partnerships, and collaborating with government agencies to achieve the following objectives:

1. Develop CRA Corridor Entrances at the East, West, and North Ends of Bartow.
2. Increase the Housing Stock in the CRA District by Developing Workforce Housing.
3. Redevelop Commercial and Housing Properties in Targeted Zones.
4. Invest in Infrastructure by Implementing Complete Street Projects and Improvement of Public Rights of Ways in Targeted Zones.

The various projects and properties for redevelopment and revitalization align with the CRA's goals for community improvement and economic development.

### **1.2. City Background Information**

The City of Bartow, Florida (hereinafter known as "the City") was granted its municipal charter in 1882. It is located in Central Florida, within Polk County, and is accessible from U.S. Highway 17 and State Road 60. Its neighboring cities are Lakeland and Winter Haven, and it is situated between Tampa and Orlando. It is the County Seat and serves a resident population of approximately 19,309.

The City has approximately 290 full-time employees and provides several municipal services including Fire Protection, Police Protection, Public Works, Parks and Recreation, Library Services, Golf, Electric Distribution, Water Treatment, Wastewater Treatment, Stormwater Treatment, Fiber Optic Services and Solid Waste Collection.

The City is governed by a Commission-Manager form of government. The City Manager, who is appointed by and serves at the pleasure of the elected five-member City Commission, serves as the City's Chief Executive Officer. Elected officials serve 3-year staggered terms and are chosen in non-partisan elections. Three seats represent specific districts, and two seats are elected at-large. Annually the City Commission elects one Commissioner to serve as Mayor. The

City Commission is responsible for the legislative and policy direction functions of City government.

**1.3. Point of Contact**

All inquiries, questions, and requests for additional information regarding this RFP shall be sent to **Danielle Rose, Purchasing Manager**, either by Mail addressed to P.O. Box 567, Bartow, FL 33831, and/or by email addressed to [drose@cityofbartow.net](mailto:drose@cityofbartow.net). Responses to inquiries, questions and requests for information received prior to 4:00 P.M., Monday, May 13, 2024, that pertain to the scope of services, the specifications, or the RFP requirements will be answered through an official addendum.

## **SECTION 2: RFP INFORMATION**

### **2.1. RFP Process**

In accordance with F.S 287.057 and more fully explained in this RFP, an award, if made, shall be made to the best overall proposer(s) whose proposal is most advantageous to the City's CRA, taking into consideration the evaluation factors set forth in this RFP. The City's CRA shall not use any other factors or criteria in the evaluation of the proposals received. The Evaluation Committee empaneled for this solicitation will review the qualifications of all submitting proposers as part of the selection process. The City's CRA reserves the rights to: (a) determine, at its sole discretion, whether a Proposal satisfactorily meets the criteria established in this RFP; and (b) seek clarification from any firm(s) submitting a statement of qualifications/Proposal.

Responses specified shall be furnished in accordance with the terms and conditions of the RFP solicitation, the specifications, addenda issued by the City of Bartow if any, and all other documents prepared for this procurement submittal. A form W-9 should be attached to each Proposer's response when returned by the responding vendor. Payment under any resulting contract will be rendered to the name of the firm appearing on the Proposer's form W-9.

The City of Bartow's CRA reserves the right to reject any and all proposals, to waive informalities, to re-advertise, and to enter into a contract or series of contracts determined to be in its best interest, in accordance with the terms and conditions of the solicitation.

### **2.2. Interested Parties.**

All interested parties must submit the requested information within the time provided herein.

### **2.3. Firm Qualifications**

Firms shall be in the business of providing professional services as it relates to providing a Feasibility Study for Community Development as further described in the scope of work and each firm submitting a Proposal must possess sufficient financial support, equipment and organization structure to ensure that it can satisfactorily perform services if awarded a Contract. Proposers must demonstrate that they, or the principals assigned to the City's CRA project(s), have successfully provided services with similar magnitude to those specified in this RFP to at least two (2) Florida local government agencies of similar size and complexity to the City of Bartow or demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work envisioned by this RFP.

Proposers must satisfy each of the requirements cited below. Failure to do so will result in the Proposal being deemed non-responsive:

**2.3.1** Before awarding the Contract, the City's CRA reserves the right to require that a Proposer submit such evidence of qualifications as the City's CRA

may deem necessary. Further, the City's CRA may consider any evidence of the financial, technical, and other qualifications and abilities of a Proposer in making the award in the best interest of the City's CRA.

- 2.3.2** Proposer shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and shall not have any conflicts of interest that have not been disclosed to and waived by the City's CRA.
- 2.3.3** Neither Proposer nor any principal, officer, or stockholder of Proposer(s) shall be in arrears or in default of any debt or contract involving the City's CRA, (as a party to a contract, or otherwise); nor have failed to perform satisfactorily on any previous contract with the City's CRA.
- 2.3.4** Proposer shall have relevant experience in conducting feasibility studies for commercial and residential redevelopment and capital improvement projects.

## **2.4. Selection**

It is the intent of the City's CRA is to enter into an Agreement with the top-ranked firm following the negotiation of services to be rendered. The final Agreement will require approval by the City's CRA Board at one of their regular meetings.

### **Award:**

The City's CRA intends to award to one (1) firm; however, the City's CRA reserves the right to award as the CRA deems in its best interest. The City of Bartow Community Redevelopment Agency (CRA) also reserves the right to reject any or all Responses or any part of any Response, to waive any informality in any Response, or to re-advertise for all or any part of the work contemplated.

## **2.5. Term of Agreement**

The performance period for this project shall be for a period of sixty (60) days unless terminated sooner under the provisions of a resulting negotiated contract, at the mutual agreement of both parties.

- 2.5.1** It is the intention of the City's CRA that the Consultant's personnel proposed for the contract will be available for the contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to CRA approval. In the event substitute personnel are not satisfactory to the City's CRA and the matter cannot be resolved to the satisfaction of the CRA, the CRA reserves the right to cancel the Contract for cause.
- 2.5.2** Consultant agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's CRA sole option.



**2.5.3** Performance Period shall commence upon execution of the Agreement between the City's CRA and issuance of a Purchase Order to the successful consultant.

**2.5.5** The basic agreement does not authorize the performance of any work or require the City's CRA to place orders for work. Expiration of the term of the basic agreement will have no effect on task assignments issued pursuant to the basic agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the task assignment.

## **2.6. Insurance Requirements**

### **2.7.1 Coverages**

Successful Proposer shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Contract the following insurances:

#### **2.7.1.1 Commercial Liability Insurance**

A Commercial Liability Insurance Policy shall be provided which shall contain minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability and shall contain minimum limits of Two Million Dollars (\$2,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

- Premises and/or operations
- Independent Consultants
- Products and/or completed operations for contracts
- Broad form contractual coverage applicable to this specific Contract, including any hold harmless and/or indemnification Contract
- Personal injury coverage with employee and contractual exclusions removed, with minimum limits of coverage equal to those required for bodily Injury liability and property damage liability.

#### **2.7.1.2 Business Automobile Liability**

Business Automobile Liability shall be provided with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Owned Vehicles, if applicable.

- Hired and Non-Owned Vehicles, if applicable.
- Employers' Non-Ownership, if applicable.

#### **2.7.1.3 Workers Compensation Insurance**

Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable federal laws. In addition, the policy or policies must include Employers' Liability with a limit of Five Hundred Thousand Dollars (\$500,000.00) for each accident.

#### **2.7.1.4 Professional Liability Insurance**

Professional Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) per aggregate.

### **2.7.2 General Provisions of Insurance**

**2.7.2.1** Such policy or policies shall be without any deductible amount unless otherwise noted in any ensuing Contract and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Polk County, Florida. Consultant shall pay all deductible amounts, if any. Consultant shall specifically protect the City, City's CRA and the CRA Board by naming the City, City's CRA and the CRA Board as additional insureds under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

**2.7.2.2** Consultant shall furnish to the City's CRA a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein within fifteen (15) calendar days after notification of award of any ensuing Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to that Contract, and state that such insurance is as required by Contract. Consultant's failure to provide to City's CRA the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for Contract termination. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf and coverage shall be obtained with a carrier having an AM Best Rating of A-VII or better.

**2.7.2.3** Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of Consultant is complete. Where commercially feasible, all policies must be endorsed to provide the City's CRA with at least thirty (30) days'

notice of expiration, cancellation and/or restriction. If any policy of insurance coverage will expire prior to the completion of the work, a copy of the renewal policy shall be furnished at least thirty (30) days prior to the date of the policy's expiration.

- 2.7.2.4** The City's CRA reserves the right to review and revise any insurance requirements at the time of renewal or amendment of any ensuing Contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of services that affect the applicability of coverage. If Consultant uses a sub-consultant, Consultant shall ensure that sub-consultant names City's CRA as an additional insured.

## **2.8 RFP Schedule**

<b>RFP PROCESS</b>	<b>DATE</b>
RFP Solicitation Issued	April 18, 2024
Mandatory Pre-proposal	May 1, 2024
Deadline to Submit Questions or Requests for Additional Information	May 13, 2024
Proposals Due	May 22, 2024
1 <sup>st</sup> Evaluation Committee Meeting – to review selection process	May 29, 2024
2 <sup>nd</sup> Evaluation Committee Meeting – to shortlist	June 5, 2024
3 <sup>rd</sup> Evaluation Committee Meeting – to interview shortlisted firms, if applicable	June 10, 2024
City Commission Award – Tentative	June 17, 2024

## **2.9 Local Preference**

Omitted intentionally.

## **SECTION 3: SCOPE OF SERVICES**

### **3.1. Overview**

The City of Bartow's Community Redevelopment Agency (CRA) is seeking proposals from qualified & experienced firms to conduct a comprehensive feasibility study for the potential redevelopment of commercial and residential properties and capital improvement projects within the CRA District. The purpose of this study is to evaluate the viability of the various properties for redevelopment and revitalization efforts that align with the CRA's goals for community improvement and economic development to determine the potential Return on Investment (ROI). The scope of services provided shall be construed broadly to include all matters related to said services. The resulting contract shall be governed by the provisions of this RFP. The scope of services provided shall be construed broadly to include all matters related to said services.

### **3.2. Minimum Required Services**

The services listed below are the minimum requirements:

Provide a Feasibility Study for Community Development projects for the City of Bartow Community Redevelopment Agency, CRA, for the purpose of achieving the following objectives:

1. Develop CRA Corridor Entrances at the East, West, and North Ends of Bartow.
2. Increase the Housing Stock in the CRA District by Developing Workforce Housing.
3. Redevelop Commercial and Housing Properties in Targeted Zones.
4. Invest in Infrastructure by Implementing Complete Street Projects and Improvements of Public Right Aways.

The various projects and properties for redevelopment and revitalization align with the CRA's goals for community improvement and economic development.

### **3.3. Detailed Scope of Services**

The selected firm shall perform the following tasks as part of the feasibility study:

#### **Preliminary Site Analysis:**

- Conduct a comprehensive review of potential properties identified by the CRA based on its Redevelopment Plan – Exhibit A, City of Bartow's Master Plan – Exhibit B, CRA's Redevelopment Plan, and The CRA's Redevelopment Project List – Exhibit C.

- Evaluate identified sites and development area characteristics, including size, location, zoning regulations, access to utilities, environmental considerations, and existing structures.
- Assess the historical context and significance of the properties within the community.

#### **Market Analysis:**

- Conduct a thorough analysis of market conditions and trends affecting the Bartow area.
- Identify potential target markets for redevelopment projects.
- Analyze demand for various types of commercial, residential, and mixed-use developments.

#### **Financial Analysis:**

Prepare financial projections for potential redevelopment projects, including estimates of construction costs, operating expenses, and potential revenue streams based on redevelopment.

#### **Financial Metrics**

Calculate key financial metrics to assess the profitability and viability of the redevelopment project, such as:

- Net Present Value (NPV) to measure the project's net economic benefit.
- Debt Service Coverage Ratio (DSCR) to evaluate the project's ability to meet debt obligations.
- Return on Investment (ROI) to gauge the project's overall profitability relative to investment costs.
- Evaluate the financial feasibility of the proposed projects for grant funding or incentives.

#### **Stakeholder Engagement:**

- Engage with key stakeholders, including local government officials, community organizations, property owners, or residents.
- Solicit feedback and input on proposed redevelopment plans and priorities.

#### **Risk Assessment:**

- Identify potential risks and challenges associated with the redevelopment

projects, including regulatory hurdles, market volatility, and community resistance outlined in Exhibits “A” and “C”.

- Provide strategies to mitigate risks and maximize project success.

**Recommendations:**

Based on the findings of the feasibility study, provide recommendations for priority investment properties and potential redevelopment strategies.

- Outline actionable steps for implementation, including timelines, resource requirements, and key milestones.
- Tailor the projections to the specific characteristics and objectives of the targeted redevelopment projects based on Exhibits “A”, “B”, and “C”.

**Reporting and Presentation:**

- Prepare a comprehensive report summarizing the financial projections, assumptions, analysis, and conclusions.
- Present the findings and recommendations to key city administrations, including the Bartow Community Redevelopment Agency Board of Directors, City of Bartow Commissioners, and other relevant parties.
- Use clear and concise visual aids, such as tables, charts, and graphs, to illustrate key insights and facilitate understanding.

## **SECTION 4: SUBMITTAL REQUIREMENTS AND CONTENTS**

To be considered for award, a proposal must be received and accepted in the Purchasing Department no later than the due date and time established within the solicitation. Submittals shall not contain information in excess of that requested, should be concise and should specifically address the issues of this RFP.

### **4.1. Economy of Presentation**

Submit one (1), single-sided original, one (1) electronic copy in Adobe PDF format on a USB flash drive, and five (5) double-sided paper copies, including a cover letter, of the requested documents and information within a three (3) ring binder. The submittal should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to fulfill the requirements of this Request for Proposal and should not exceed 60 pages in length, excluding resumes. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective submittal to this solicitation are not desired and may be construed as an indication of the proposer's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired, unless specifically requested.

### **4.2. Format of Response**

To provide a degree of consistency in the review of the written proposals, firms are requested to prepare their proposals in the standard format specified in this section. The page count for the proposals shall not exceed 60 pages in length (**Note:** Two (2) sided pages shall count as two (2) pages). The page count shall not include the required forms listed in this RFP, section dividers, or 4.21 – 4.2.3.

#### **4.2.1 Title Page**

The proposer should identify the RFP subject, name and title of contact person, address, telephone number, fax number, email address, and date of submission.

#### **4.2.2 Cover Letter**

The Cover letter should not be more than two (2) pages long and should include, at a minimum, the following:

- A brief statement of the Proposer's understanding of the required services.
- A positive commitment to perform the services on a consistent and timely basis.
- Names and contact information for the person(s) authorized to represent the Proposer.

#### **4.2.3 Table of Contents**

The table of contents should include a clear and complete identification by section and page number of the materials submitted.

#### **4.3. Communications and Inquiries:**

Proposers are advised that, pursuant to the terms and conditions of this RFP, from the date of release of this solicitation until award of an agreement no contact with City personnel related to this solicitation is permitted. All communications are to be directed to the following sole contact:

Danielle Rose, Purchasing Specialist

Email: [drose@cityofbartow.net](mailto:drose@cityofbartow.net)

The City's contact may discuss a submission directly with the responsible proposer to get clarification and assure a full understanding of, and responsiveness to the solicitation requirements. All proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission for the purpose of obtaining best and final offers. In conducting such discussions, there shall be no disclosure of any information derived from proposals submitted by competing proposers except as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes.

To ensure fair consideration for all prospective firms, the City prohibits communication associated with this RFP to or with any department, bureau or employee during the submission process. Additionally, the City prohibits communications initiated by a prospective firm to any City official or employee evaluating or considering the submission prior to the time a decision has been made. Except for communications with the designated point of contact, if a firm initiates communication of any form regarding this solicitation with the City, that act may be grounds for disqualifying the proposer from the consideration for the RFP.

#### **4.4. Sealed Proposals**

Proposals in response to this RFP must be submitted in a sealed envelope, packet or box. The face of the envelope shall contain the date and time of the RFP opening and the RFP number. Information not submitted on the City's bid forms may be rejected. All proposals are subject to the conditions specified and on any attached sheets, specifications, special conditions or vendor notes. Submittal of proposals or responses via email is not acceptable.

#### **4.5. Response Submittal Deadline and Delivery Address**

Proposers are responsible for ensuring that proposal documents are received by the City of Bartow's Purchasing Department by the due date and time. The City of Bartow is not responsible for delays caused by any mail, package or courier service, including the United States Postal Service, or any other occurrence or condition. Proposals received after the due date and time will be returned unopened. No oral, telegraphic, electronic, facsimile, or telephonic proposal or modification will be considered.

Each Proposal package shall be submitted in a sealed envelope, sealed packet or sealed box prominently marked with the solicitation number, solicitation title bid, and proposal opening date as follows:



**City of Bartow, Florida**  
**RFP #24-024, Community Development Feasibility Study (CRA)**  
**May 15, 2024**

**FOR HAND DELIVERY / MAIL / EXPRESS MAIL/ UPS DELIVERY:**

Proposals shall be addressed as follows: City of Bartow

1255 W. Polk Street, Bartow, Florida 33830

Attn: Purchasing Department (located within Polk Street Community Center).

**4.6. Incurred Expenses**

The City is not responsible for any expenses which firms, persons, interested parties, or proposers may incur in evaluating, preparing, and submitting proposals called for in this solicitation.

**4.7. Interviews**

The City reserves the right to conduct personal interviews with any or all Proposers or their key team members and to require that presentations be made by any or all Proposers prior to selection. The City will not be liable for any costs incurred by a Proposer in connection with an interview or presentation (i.e., travel, accommodations, etc.).

\* \* \* \* \*

## **SECTION 5: EVALUATION PROCESS**

### **5.1. Evaluation Committee**

An Evaluation Committee consisting of five (5) members assembled by the City will review and evaluate each proposal. Proposals will be evaluated to determine those that best meet the needs of the City's CRA. The proposals will be evaluated on both qualifications and the technical merits of the firm. Proposals will be evaluated in accordance with the rating system listed in this RFP.

### **5.2. Rating System**

The Evaluation Committee will rate all proposals utilizing the Weighted Rating System shown below in Section 6.1. The average of the Total Weighted Ratings assigned by the Evaluation Committee members will be used to rank proposals for shortlist purposes.

### **5.3. Evaluation Committee Process (timeline provided in section 2.8)**

The Evaluation Committee will evaluate proposals as follows;

- 1<sup>st</sup> Evaluation Committee Meeting will be held as the initial meeting with the committee members to discuss the proposal review and scoring process to ensure each member has a clear understanding of the scoring process and how points will be assigned.
- 2<sup>nd</sup> Evaluation Committee Meeting will be held to score & shortlist proposals received.
- 3<sup>rd</sup> Evaluation Committee Meeting when deemed necessary by the committee, will be held to conduct interviews at a minimum with the three (3) highest-scoring firms, when applicable, that were shortlisted. Directly following interviews each firm will be ranked.

All meetings are open to the public excluding the interview portion of the 3<sup>rd</sup> committee meeting. However, after interviews have been conducted the meeting will be opened back up to the public to publicly rank each firm interviewed.

### **5.4. Submittal Rankings and Contracting Process**

The Evaluation Committee will be tasked with the review of the responses to the RFP and will rank the responses in a publicly advertised meeting. The Evaluation Committee shall reduce the number of firms to a short list. In short-listing firms, the Evaluation Committee shall use the criteria set forth in the RFP and attempt to select the best qualified firms.

Voting members of the Evaluation Committee may discuss the proposals received and the qualifications of each firm further and shall score and rank the firms based upon which firms will best serve the city's CRA pursuant to the factors set forth in the RFP. The firms shall be ranked in order of preference based on scores given.

At this time the Evaluation Committee will determine if presentations/ interviews are necessary based on the final scores.

**If interviews are NOT necessary, please skip to section \*5.5 paragraph 3.**

### **5.5. Presentations/ Interviews**

When required by FL Statue and/ or at the sole determination of the City's CRA, a proposing firm may be required to make a presentation of its Proposal. At a minimum the Selection Committee shall interview the three (3) highest-ranked Proposers, if applicable. The Selection Committee members will have an opportunity to inquire about any aspect of the solicitation and the Proposer's submitted Proposal. This will provide an opportunity to clarify or elaborate on the Proposal, but will not, in any way, provide an opportunity to change any items in the original Proposal as submitted. If a presentation is determined to be necessary, the City's single point of contact shall coordinate the presentation and notify the firm of its presentation date and time.

After the presentations, the voting members of the Evaluation Committee may discuss the presentation, proposals received and the qualifications of each firm further and shall rank the firms based upon which firms will best serve the city pursuant to the factors set forth in the RFP. The firms shall be ranked in order of preference.

\*A ranking and a report of the Evaluation Committee's analysis shall be provided to the City's CRA Board who shall make the final decision with regard to the firms that should be chosen. The City's CRA Board may approve the rankings as set forth by the Evaluation Committee or, the City Commissioners may re-rank the applicants based upon the criteria and the report and rankings from the Evaluation Committee.

The City's Community Redevelopment Executive Board will authorize the City's CRA Executive Director to negotiate a contract with the highest-ranked firm or firms. If the City's CRA chooses to issue an award to more than one firm, the City's CRA Executive Director will attempt to negotiate a contract with each selected firm. If the City Manager is unable to negotiate a satisfactory contract with one or more of the highest-ranked firms, the City Manager will terminate negotiations and then negotiate with one or more of the lower-ranked firms and so on in order of preference. This process will be repeated until agreements are reached and formally approved by the City Commission, or until the short-list is exhausted, in which case a new request for qualifications shall be undertaken..

The City's CRA reserves the right to award multiple contracts for one or more disciplines and to instruct the City's CRA Director to begin negotiations with multiple firms ranked on the short-list.

During the selection process, the City's CRA will choose those submissions, in its sole determination, that best meet the City's CRA needs based upon its evaluation of all proposals.

### **5.6. Rejection of Proposals**

The City's CRA reserves the right to reject all proposals. In the event the City's CRA does so, it shall notify Proposers of its rejection of all proposals in writing.

### **5.7. Modifications to Proposals**

The City's CRA reserves the right to request at any time that a Proposer modify its proposal to more fully meet the needs of the CRA. The City's CRA also reserves the right to negotiate with Proposers any changes it deems necessary and to waive minor irregularities in the bid process.

### **5.8. Requests for Additional Information**

A proposer shall furnish such additional information as the City's CRA may reasonably require. The CRA reserves the right to make investigations of the qualifications of a proposer as it deems appropriate.

\* \* \* \* \*

## SECTION 6: EVALUATION CRITERIA

### 6.1. Evaluation Criteria

A proposal submitted must include information documenting how the proposer meets the evaluation criteria described below. Each proposal will be evaluated based on the criteria and weighting identified below. Submittals will not be returned to the firms submitting proposals. The City's CRA reserves the right to request additional information from Proposers subsequent to the receipt of proposals.

#### Tab 1 – Executive Summary:

- The purpose of the Executive Summary is to provide an overview of the Proposer's qualifications to perform the scope of services.
- Introduction letter describing your company, experience, number of years in business, licenses and/or applicable certifications, contact name, company address, phone number and email address of contact person who can sign on behalf of your entity and will be assigned as the main contact for the resulting agreement. (One page, single or double-sided)
- Provide documentation showing proper incorporation by the Secretary of State.

#### Tab 2 – Organizational Resources (10 points):

- As part of the evaluation process, the City's CRA has the responsibility of taking into account the size and complexity of the project/tasks and be assured that the firm/team has the organizational and financial resources required to successfully deliver this project/task. Please describe your operational stability, corporate financial resources, and insurance limits.
- Identify any contract or subcontract held by the firm or officers of the firm, which has been terminated within the last five years. Identify any claims arising from a contract which resulted in litigation or arbitration within the last three years. Briefly describe the circumstances and the outcomes.

#### Tab 3 – Experience and Expertise (35 Points):

- Describe the firm's experience with providing similar size and scope of work as outlined in this RFP. Proposers should be detailed on their level of experience in similar work and the knowledge it has provided them. (One page, single or double-sided).
- Identify a minimum of three (3) and a maximum of five (5) comparable or similar projects from within the past five (5) years that demonstrate your firm's experience with the scope of services outlined. One (1) of the referenced projects must have been for a local government entity. For each project identified, provide the following:
  - Name of client
  - Description of project
  - Final cost of effort
    - Provide the original budget and the final budget of the project. Explain the reason(s) for differences, such as owner requested change, contractor claim, and insufficient plans and specifications. List of any time extensions.

- Date project was completed or is anticipated to be completed; compare to the original date.
  - Experience with implementation, coordination, and funding plans.
  - Reference information, per project (one current contact name and title with telephone number and e-mail address)
- Identify the key members of the team and provide resumes, (limited to one page per employee), of the individuals who will perform required tasks under the Proposal. Resumes shall include professional credentials and experience of the firm's key members who would complete required tasks. Identify the proposed Project Manager who will have primary contact with the City for all work associated with a continuing contract. For each member, provide his or her:
    - Title
    - Area of Specialty
    - Office Location assigned for the previous two years. If recently reassigned, provide an explanation and timing.
    - Total years of experience
    - Years with firm
    - Specific involvement/role in projects used as references or experience summary.
    - Include an organizational chart.
  - Identify subconsultants to be used, if any. For each sub consultant identified please provide:
    - Their locations that can be utilized to expedite a deliverable if required.
    - A brief description of their experience outlining their qualifications to perform the intended services.
    - A brief resume for each key personnel that will be assigned to perform the intended services.

**Tab 4 – Approach to Project (45 points):**

- Describe the approach, project management and organization that will provide support to the project. Describe systems used for planning, scheduling, estimating and managing progress. The firm/team's experience in qualifications submitting for should be included.
  - Include any innovative approaches to providing the services, and include any additional information not directly cited in the scope of services.
- Outline a pragmatic approach to achieving the City's CRA goals and objectives while minimizing disruption of City activities and to the residents.
- Provide a timeline for achieving the City's CRA goals and objectives for this project.
- Briefly describe the firm's experience with quality control, dispute resolution, and stakeholder engagement.

**Tab 5 – Cost (10 Point)**

- Provide an overall lump sum inclusive of all associated costs to complete services as described within this RFP.

## 6.2. Submittal Evaluation & Scoring

Proposals will be evaluated using the following factors. Contractors meeting mandatory criteria will have their proposals evaluated and scored for technical qualification and/or price, when applicable.

Criteria	Maximum Points
Tab 2 – Organization Resources	10
Tab 3 – Experience & Expertise	35
Tab 4 – Approach to Project	45
Tab 5 – Cost	10
<b>Total Possible Points:</b>	<b>100</b>

Total possible maximum points for any given RFP shall = 100 and based on that logic, establish standards by which points are assigned to proposals have been provided to ensure that evaluators score each proposal with consistency. Each Selection Committee member shall determine which of the following descriptions applies to each of the evaluation criteria:

- **EXCELLENT (1.0):** Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an exceptional and superior degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver far beyond expectation.
- **VERY GOOD (0.8):** To a high degree; better than or above competent and/or skillful. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver beyond expectation.
- **GOOD (0.6):** Having positive or desirable qualities; competent; skilled; above average. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a skillful and above-average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at the expected level.
- **FAIR (0.4):** Average; moderate; mediocre; adequate; sufficient; satisfactory; standard. The Proposer provided information for a given criteria that satisfied the

requirements and described sufficiently how and what will be accomplished in a manner that exhibited an adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.

- **POOR (0.2):** Inadequate; lacking; inferior in quality; of little or less merit; substandard; marginal. The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information, or was of inferior quality. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.
- **UNACCEPTABLE (0.0):** The Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested. \*\*A zero (0) value typically constitutes no response or an inability of the vendor to meet the criterion. In contrast, the maximum value should constitute a high standard of meeting the criterion. Each intermediate value should be set to cover some intermediate condition.

After a Selection Committee member has determined the description applicable for each evaluation criterion, the total points available for such criterion shall be multiplied by the factor associated with the applicable description to produce the number of points allocated for that evaluation criterion.

For example, a Selection Committee member classifies the "Experience and Expertise" criterion (which shall be worth 25 points for the purpose of this example) as "Very Good" (which is a description factor multiplier of 0.8). The points that Selection Committee member allocated for that evaluation criterion would be 20, calculated as follows:

- 25 available points x 1.0 applicable description factor multiplier = 25 points (Excellent)
- **25 available points x 0.8 applicable description factor multiplier = 20 points (Very Good)**
- 25 available points x 0.6 applicable description factor multiplier = 15 points (Good)
- 25 available points x 0.4 applicable description factor multiplier = 10 points (Fair)
- 25 available points x 0.2 applicable description factor multiplier = 5 points (Poor)
- 25 available points x 0.0 applicable description factor multiplier = 0 points (Unacceptable)



A Selection Committee member's total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria set forth in Section 6.1.

When all Selection Committee members have completed their proposal evaluations, the individual Selection Committee member's total scores for each Proposal will be added together to produce a final score for each Proposal.

Procurement will confirm the calculations for the final score for each Proposal. Then, Procurement shall publish a rank-ordered listing of the Proposals to the Selection Committee with the Proposal receiving the highest point as the highest-ranked Proposal.

\* \* \* \* \*

## **SECTION 7: CONDITIONS AND TERMS OF PROPOSALS**

### **7.1. Independent Consultant**

The Proposer represents itself to be an independent firm offering such services to the general public and shall not represent itself or its employees to be employees of the City of Bartow and/or City's CRA. Therefore, the Proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses, and agrees to indemnify, save, and hold the of Bartow, the City's CRA, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

### **7.2. Sub-Consultants**

If the Proposer proposes to use subconsultants in the course of providing these services to the City's CRA, this information shall be disclosed at the time of engagement to provide professional Consulting Services for a specific project/task. Such information shall be subject to review, acceptance and approval of the City's CRA, prior to any work authorization. The City's CRA reserves the right to approve or disapprove of any sub-consultant proposed to perform work for the City's CRA.

### **7.3. Addenda, Changes and Interpretations**

Any inquiry or request for interpretation received seven (7) or more days prior to the due date from the opening of the Proposals will be given consideration. Changes or interpretations may only be made by a written document in the form of an addendum. Addenda will be issued via e-mail and sent to the e-mail address provided by each registered party no later than five (5) days prior to the proposal opening date. Addenda will be posted on the City's website five (5) days prior to the proposal opening date. Each prospective Proposer shall acknowledge receipt of such addenda in the space provided on the proposal form. All addenda are a part of the contract documents, and each Proposer will be bound by such addenda whether or not received by them. It is the responsibility of each prospective Proposer to check the City's website and to verify that they have received all addenda issued, before Proposals are opened. No verbal interpretations may be relied upon. Failure to acknowledge receipt of addenda may constitute grounds for deeming a proposal non-responsive.

### **7.4. Multiple Proposals**

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Such a circumstance will lead to rejection of all responses in which the proposer is involved except for sub-proposers. If there is reason to believe that collusion exists between proposers, those parties' proposals will be rejected and deemed for City's CRA purposes to be a conviction of a public entity crime.

### **7.5. Variances**

For purposes of proposal evaluation, Proposers must indicate any variances, no matter how slight, from the RFP General Conditions, Special Conditions, Specifications or Addenda. No variations or exceptions by a Proposer will be considered or deemed a part of the Proposal submitted unless such variances or exceptions are listed in the RFP and

referenced in the space provided on the proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's CRA's terms, conditions, and specifications. By receiving a proposal, the City's CRA does not necessarily accept any variances contained in the Proposer's proposal, inclusive of by way of explanation and not limitation, the Proposer's response, statement of qualifications and attached documentation. All variances submitted are subject to review and approval by the City's CRA. **Note:** If any Proposal contains material variances that, in the City's CRA's sole opinion, make that Proposal conditional in nature, the City's CRA reserves the right to reject the Proposal or part of the Proposal that is declared, by the City's CRA, as conditional.

#### **7.6. Omission of Details**

The apparent silence of the specifications and any amendment regarding any details or the omission from the specifications of a detailed description concerning any services or material requested, shall be regarded as unintentional and should not serve to alleviate the Consultant of their performance responsibilities.

#### **7.7. Mistakes**

Proposers are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions, and special conditions pertaining to the RFP. Failure of the Proposer to examine all pertinent documents shall not entitle them to any relief from the conditions imposed in any ensuing contract and may lead to rejection of a proposal.

#### **7.8. Proposer's Cost**

The City's CRA shall not be liable for any costs incurred by Proposers in responding to this RFP.

#### **7.9. Rejection of Proposals**

The City's CRA reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variations to specifications contained in proposals, and minor irregularities in the proposal process.

#### **7.10. Judgments and Arrearages**

Proposer shall have no record of judgments, pending lawsuits against the City, CRA or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the CRA Board. Neither Proposer nor any principal, officer, or stockholder of Proposer(s) shall be in arrears or in default of any debt or contract involving the City or CRA, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City or City's CRA.

#### **7.11. Licenses and Certifications**

Proposer shall be appropriately licensed to perform the services offered. Proposer shall possess, at the time of proposal opening, all required licenses and certifications. Proposer shall be responsible for all costs associated with obtaining and maintaining all required licenses, certifications, and permits. Copies of all licenses and certifications shall be submitted with the proposal.

### **7.12. Insurance Certificates**

The Proposer's response shall include a copy of any certificate of insurance which provides evidence of insurability meeting the minimum insurance requirements of this RFP. The Proposer shall assume full responsibility and expense to obtain all necessary insurance. In addition, successful Proposer as well as related sub consultants shall provide a copy of any certificate of insurance which provides evidence of insurability meeting the minimum insurance requirements of this RFP as a part of any ensuing contract, at the time entering into the contract.

### **7.13. Indemnification**

The Proposer shall at all times indemnify, hold harmless and, at the City's CRA's option, defend or pay for an attorney selected by the City or City's CRA to defend the City of Bartow or City's CRA, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of the Proposer, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of any ensuing contract including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against the City or City's CRA by reason of any such claim, cause of action or demand, the Proposer shall, upon written notice from the City or City's CRA, resist and defend such lawsuit or proceeding by counsel satisfactory to the City, City's CRA or, at City's or CRA option, pay for an attorney selected by the City or City's CRA to defend the City of Bartow or CRA. The provisions and obligations of this section shall survive the expiration or earlier termination of any ensuing contract. To the extent considered necessary by the City or City's CRA, any sums due Proposer under any ensuing contract may be retained by City until all of the City's claims for indemnification pursuant to the Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by the City or City's CRA.

It shall be understood and agreed that by the submission of a proposal, the Proposer, if awarded a contract, shall save harmless and fully indemnify the City or City's CRA and any of its officers, or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright of any person or persons, association, or corporation, as the result of the use of such articles by the City or City's CRA, or any of its officers, agents, or employees, and of which articles the Consultant/Contractor is not the patentee, assignee, licensee, or lawfully entitled to sell same, and that such indemnity shall be part of the full indemnification provided for herein. In addition, the Consultant/Contractor shall protect and indemnify the City or City's CRA, its officers, its agents, and its employees and hold all free of liability and unharmed by any suit or claim which results from the incorporation of any patented or unpatented invention, device, process, or system in work performed under any contract let pursuant to this solicitation, and that such protection and indemnification shall be part of the full indemnification provided for herein.

If this indemnification is construed by a court or competent authority to be limited by general Florida law, by submitting a Proposal the Proposer and the City or City's CRA

agree that this indemnification shall be construed to provide the maximum extent of indemnification in favor of the City or City's CRA by the Proposer permitted as allowed by Sections 725.06 and/or 725.08 of the Florida Statutes under the conditions and situations stated therein.

#### **7.14. Legal Requirements**

Applicable provisions of all federal, state, and county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) attaching a proposal response hereto and the City or City's CRA by and through its officers, employees and authorized representatives, or any other person, natural or otherwise. Lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof.

#### **7.15. Cone of Silence**

During the course of this solicitation, a Cone of Silence shall apply as follows:

- A Cone of Silence shall be in effect beginning upon the advertisement for requests for qualifications. The Cone of Silence shall terminate at the time the City or City's CRA awards one or more contracts for services or takes other action which ends the Competitive Solicitation.
- Any person or entity that seeks a contract award or that is subject to being evaluated or having its response evaluated in connection with this solicitation, including a person or entity's representative, shall not have any communication with any CRA Board Member, City Commissioner, City management or their respective support staff or any person or group of persons appointed or designated by the CRA Board to evaluate or make a recommendation relating to a contract award.
- The Cone of Silence shall not apply to written or oral communications with legal counsel for the City, the City's Purchasing Department, or the City's CRA single point of contact.

Any action in violation of this section shall be cause for disqualification of the proposal. The determination of a violation shall be made by the City or City's CRA.

#### **7.16. Public Records / Confidential Information**

Public Records Notice: It is the policy of this state that all state, county, and municipal records are open for inspection and copying by any person. Providing access to public records is a duty of each agency under Chapter 119 of the Florida Statutes. Do not submit any documents in response to this solicitation that you do not want to be made public.

Florida law provides that municipal records shall at all times be open for personal inspection by any person, unless otherwise exempt. Information and materials received by the City or City's CRA in connection with a Proposer's response shall be deemed to be public records subject to public inspection. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Section 119.07, F.S. provides an exemption from public records law for sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals,

or final replies, whichever is earlier.

If the Proposer believes any of the information contained in the response is exempt from the Public Records Law, then the Proposer must in the response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City or City's CRA will treat all materials received as public records.

#### **7.17. Public Records Compliance**

City or City's CRA and Consultant/Contractor agree that Consultant/Contractor shall comply with Florida's public records laws. As a part thereof, Consultant/Contractor agrees to:

- (1) Keep and maintain public records required by the public agency to perform the service.
- (2) Upon request from the public agency's custodian of public records, provide the public agency 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.
- (3) 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 contract term and following completion of the contract if the Consultant/Contractor does not transfer the records to the public agency.
- (4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Consultant/Contractor or keep and maintain public records required by the public agency to perform the service. If the Consultant/Contractor transfers all public records to the public agency upon completion of the contract, the Consultant/Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant/Contractor keeps and maintains public records upon completion of the contract, the Consultant/Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF THE CONSULTANT/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S/CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-534-0100, JPOOLE.CLERKS@CITYOFBARTOW.NET; 450 NORTH WILSON AVENUE, BARTOW, FLORIDA 33830.**

If the Consultant does not comply with a public records request, the City or City's CRA shall enforce the contract provisions which may include immediate termination of contract.

#### **7.18. Public Entity Crimes Information Statement**

A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 public entity, may not be awarded or perform work as a Proposer, supplier, sub-consultant, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for category two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

#### **7.19. Anti-Collusion**

The Proposer certifies that it has not divulged, discussed or compared its proposal with other proposers, except sub-consultants if they form part of the response and has not colluded with any other proposers or parties to a proposal whatsoever. No premiums, rebates or gratuities are permitted either with, prior to, or after any delivery of material or service. Any violation of this provision will result in the immediate cancellation of any contract and removal from the proposer's list.

Each Proposer shall complete the Non-Collusive Affidavit Form and shall submit the form with the Proposal. The City or City's CRA considers the failure of the Proposer to submit this document to be a major irregularity and shall be cause for rejection of the Proposal.

#### **7.20. Conflict of Interest**

The Proposer covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in any ensuing contract. No contract will be awarded to a Proposer who has City or City's CRA elected officials, officers or employees affiliated with it, unless the Proposer has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Proposers must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Proposer and removal of the Proposer from the City's Proposer's List and prohibition from engaging in any business with the City or City's CRA.

No sub-consultant can be on more than one proposal submitted under this RFP.

#### **7.21. No Contingent Fee**

Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer to solicit or secure any contract that may ensue and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of any ensuing contract. For the breach or violation of this provision, the City or City's CRA shall have the right to terminate any ensuing contract without liability at its discretion.

## **7.22. Entire Agreement**

This Request for Proposal, all attachments and exhibits, addenda, and any ensuing contract states the entire contract between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, representations and agreements are merged herein or superseded hereby. No alterations, modifications, release or waiver of this contract or any provisions hereof shall be effective unless in writing executed by the parties.

## **7.23. Assignment**

Consultant shall not transfer or assign or subcontract the performance required by this RFP without the prior written consent of the City or City's CRA. Any award issued pursuant to this RFP, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City's CRA or selected designee.

## **7.24. Default and Termination**

- *Termination for Cause*

In the event the Consultant shall default on any of the terms, obligations, restrictions or conditions in any ensuing contract documents, the City or City's CRA shall give the Consultant written notice by registered, certified mail of the default and that such default shall be corrected, or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event the Consultant has failed to correct the condition(s) of the default, or the default is not remedied to the satisfaction and approval of the City or City's CRA, the City or City's CRA shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case the Consultant shall be liable for any and all damages permitted by law arising from the default and breach of the contract.

- *Termination for Convenience*

Upon thirty (30) calendar days written notice to the Consultant, the City or City's CRA may without cause and without prejudice to any other right or remedy, terminate any ensuing contract for the City or City's CRA's convenience whenever the City or City's CRA determines that such termination is in the best interest of the City or City's CRA. Where the contract is terminated for the convenience of the City or City's CRA the notice of termination to the Consultant must state that the contract is being terminated for the convenience of the City or City's CRA under the termination clause and the extent of termination. The Consultant shall discontinue all work on the appointed last day of service.

## **7.25. Cancellation for Unappropriated Funds**

The obligation of the City or City's CRA for payment to a Consultant is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

## **7.26. Advertising**

In submitting a proposal, the proposer agrees not to use the results there from as a part of any commercial advertising without the prior written consent of the City or City's CRA.



#### **7.27. Venue**

Any and all legal action relating to this solicitation or any ensuing contract award will be adjudicated in Polk County pursuant to the laws of Florida.

#### **7.28. Truth-in-Negotiation Certificate**

Execution of any Agreement by the Proposer resultant from this solicitation shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the Proposer's most favorable customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the City or City's CRA determine that the rates and costs were increased due to inaccurate representations of fees paid to outside consultants. The City or City's CRA shall exercise its rights under this "Certificate" within one (1) year following payment.

#### **7.29. Standard of Care**

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the work as is ordinarily provided by a professional under similar circumstances and Consultant shall, at no additional cost to the City or City's CRA, re-perform services which fail to satisfy the foregoing standard of care.

#### **7.30. Late Proposals**

Proposals received by the City or City's CRA after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposals to the location designated for receipt of proposals.

#### **7.31. Completeness**

All information required by this Request for Proposals must be supplied to constitute a responsive proposal.

#### **7.32. Proposer's Certification Form**

Each proposer shall complete the "Proposer's Certification" form included with this Request for Proposal and submit the form with the proposal. The form must be acknowledged before a notary public and have the notary seal affixed. Proposals will be rejected if the Proposer's Certification is not submitted with the proposal.

By submitting a proposal, the proposer certifies they have fully read and understand the proposal method and have full knowledge of the scope, nature, and quality of work to be performed.

#### **7.33. Drug Free Workplace Form**

By submitting the Drug Free Workplace Form as part of this Request for Proposal, you are certifying that your company is a drug-free workplace in accordance with § 287.087 of the Florida Statutes.

#### **7.34. Public Opening**

All proposals will be publicly opened, and the list of proposers read aloud at the Purchasing Department's Conference Room – Polk Street Community Center, 1255 W. Polk Street, Bartow, FL 33830 at the time specified and will be made available for public inspection within thirty (30) days after the proposal opening or when an award decision is made, whichever is earlier.

### **7.35. Property of the City**

All proposals received from proposers in response to this Request for Proposals will become the property of the City of Bartow's CRA and will not be returned to the proposers. In the event of a contract award, all documentation produced as part of the contract will become the exclusive property of the City or the City's CRA.

### **7.36. Award Presentation**

The City or City's CRA is tentatively scheduled to provide a staff recommendation to City's CRA Board, and to request authority to enter into an agreement with the top-ranked firm(s) or to reject all proposals.

### **7.37. Scrutinized Companies**

Section 287.135 of the Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City or City's CRA 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 of the Florida Statutes or is engaged in a boycott of Israel; or for One Million Dollars (\$1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes, or is engaged in business operations in Cuba or Syria. By submitting a Proposal, Proposer certifies that it does not and did not at any time since the submission of a response to the initial solicitation participate in a boycott of Israel; that it is not on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and that it does not engage in business operations in Cuba or Syria. Proposer understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to Section 287.135 of the Florida Statutes and that the City or City's CRA may terminate this Proposal at the City or City's CRA's option if the Proposer is found to have submitted a false certification.

### **7.38. E-Verify**

By submitting a Proposal, the Proposer will become obligated as part of any resulting contract to comply with the provisions of Section 448.095(5)(a), Florida Statutes, to register with and use the E-Verify system to verify the work authorization status of all new employees of the Proposer and any subcontractor hired by the Proposer. If the Proposer enters into a contract with a subcontractor, the subcontractor must provide the Proposer with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of the resulting contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must

be filed in the Circuit Court no later than 20 calendar days after the date of termination. If a resulting contract is terminated for a violation of the statute by the Proposer, the Proposer may not be awarded a public contract for a period of 1 year after the date of termination.

#### **7.39. No Consideration of Social, Political, or Ideological Interests**

Proposer acknowledges receipt of notice from the City or City's CRA of the provisions of Section 287.05701 of the Florida Statutes which prohibits local governments from giving preference to a prospective contractor based on the prospective contractor's social, political or ideological interests or requesting documentation from, or considering, a prospective contractor's social, political, or ideological interests when determining if the prospective contractor is a responsible vendor. By submitting a Proposal, Proposer affirms and agrees that the City or City's CRA did not request any documentation about, or give any consideration to, the Contractor's social, political, or ideological interests in the award process for any resulting contract.

#### **7.40. Contracting with Foreign Entities**

Proposer certifies that it is not owned by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively "Foreign Countries of Concern"), nor is it owned by any agency of or any other entity of significant control of any such government. Further, Proposer certifies that no government of a Foreign Country of Concern has a "controlling interest" in Proposer as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the Proposer organized under the laws of a Foreign Country of Concern, nor does the Proposer have its principal place of business located in a Foreign Country of Concern. If a resulting contract permits the Proposer to access the personal identifying information of any individual, Proposer agrees to notify the City or City's CRA in advance of any contemplated transaction that would cause Proposer to be disqualified from such access under Section 287.138 of the Florida Statutes. Proposer agrees to furnish the City or City's CRA with an affidavit signed by an officer or representative of the Proposer under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

#### **7.41. Sovereign Immunity; Limitation on Municipal Indemnity**

Nothing herein shall be deemed to waive the sovereign immunity of the City or City's CRA. The City or City's CRA shall be entitled to rely on the written representations of the Proposer. No claims shall be paid by the City or City's CRA unless in writing and approved by the City or City's CRA. Sovereign immunity is not waived as to any verbal representations or comments made by the City or City's CRA. To the extent that any contract or agreement calls for the City or City's CRA to indemnify any party thereto, the following sentence shall be appended to the indemnity and shall control the indemnity as if set forth therein:

"Provided, however, that regardless of whether any such obligations incurred hereunder are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the City of Bartow CRA under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or

arose out of, an action at law to recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed at the inception of this Contract or Agreement.”

Provided further, no waiver of the City or City’s CRA’s sovereign immunity is intended to be made herein.

The addition of this language shall not be construed to create City or City’s CRA indemnifications where none are expressly made in the terms and conditions of the contract or agreement.

#### **7.42. Statement of Assurance**

No proposal submitted shall be considered unless the Proposer warrants that upon execution of a Contract with the City or City’s CRA it will not engage in employment practices that have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, handicap, or marital status and will submit such reports as the City or City’s CRA may thereafter require to assure compliance.

#### **7.43. Warranty**

The Consultant/Contractor shall not incorporate in the work of a project any materials or equipment subject to a chattel mortgage, a conditional sales contract, or any other agreement permitting a Vendor to retain an interest. The Consultant/Contractor shall warrant clear title to all materials and equipment incorporated in the work; when the project is completed, the Consultant/Contractor shall deliver to the City or City’s CRA the improvements it has incorporated free of any lien or claim. The provisions of this section shall be included in all contracts with Vendors and Sub-Contractors. Vendors who furnish materials without a formal contract shall be given notice by the Consultant/Contractor that this provision exists.

#### **7.44. Protest Procedures**

**Notice:**

**THE FAILURE TO FOLLOW PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES ESTABLISHED HEREIN BY THE CITY OR CITY’S CRA OF BARTOW, FLORIDA SHALL CONSTITUTE A WAIVER OF PROPOSER’S PROTEST AND ANY RESULTING CLAIMS.**

**Right to Protest:** Any aggrieved, actual or prospective bidder in connection with a solicitation or pending award of a bid or contract may protest to the City or City’s CRA.

**Initial Notice:** Any person adversely affected by an intended decision or action with respect to the initial recommendation of award of any bid or action shall file with the City or City’s CRA’s sole point of contact a written notice of intent to file a protest. For the purpose of computation, the initial notice of intent to file a protest must be received no later than three o’clock (3:00) p.m. on the third (3rd) workday following the e-mailing date of the notice of the initial recommendation of award (excluding Saturdays, Sundays and

legal City holidays). In addition, a non-refundable protest bond (the “Bond”) in the amount of one thousand dollars (\$1,000.00) in the form of a cashier’s check payable to the City of Bartow CRA must be submitted with the initial notice of intent to file a protest. The initial notice of intent to file a protest must be in writing and shall state the basis of the protest (recommendation of award protest or other) and clearly indicate that its purpose is to serve as the initial notice of intent to file a protest. Failure to clearly indicate its intent or failure to provide a Bond shall constitute a waiver of the right to seek any remedy provided under these protest procedures. Upon the timely receipt of an initial notice of intent to file a protest and the required Bond, the City or City’s CRA shall toll (put on hold) any further actions related to the recommendation of award (except as noted below). Should the affected party decide to withdraw its initial notice of intent to file a protest during the tolled action the Bond will be refunded in full. This is the only reason the City or City’s CRA will refund the Bond other than a finding in favor of the protestor.

If during tolled action, the City’s CRA determines an Emergency Purchase is necessary, action may be taken to secure the goods or services.

**Formal Notice:** Any person, who has filed an initial notice of intent to file a protest, as described above, shall file a formal written protest within ten (10) calendar days after the date of the filing of the initial notice of intent to file a protest. Any amendment to the formal written protest shall be in writing and received by the City or City’s CRA’s sole point of contact within ten (10) calendar days of the date of the initial notice of intent to file a protest. No amendments to the protest will be allowed after the ten (10) calendars day period has expired. The formal written protest shall contain the following:

- i) City bid number and/or title (if applicable).
- ii) Name and/or address of the City department, division or agency affected (if known).
- iii) The name and address of the affected party, and the title or position of the person submitting the protest.
- iv) A statement of disputed issues of material fact. If there are no disputed material facts, the written letter must so indicate.
- v) Concise statement of the facts alleged and of the rules, regulations, statutes ordinances and constitutional provisions entitling the affected party to the relief requested.
- vi) The statement shall indicate the relief to which the affected party deems himself/herself entitled.
- vii) Such other information as the affected party deems to be material to the issue.

**Protest Committee:** The City or City’s CRA will notify all parties and schedule a protest meeting. The protest will be presented to the Protest Committee, which shall be made up of three (3) members consisting of the CRA Director or designee who will serve as the Chairperson, the Director of Finance or designee and one (1) other individual appointed by the City’s CRA Board or designee. The City or City’s CRA Attorney or designee shall be present and act in an advisory capacity to the Protest Committee. The Protest Committee shall meet with the protesting party within fourteen (14) workdays (excluding Saturdays, Sundays and legal City holidays) of receipt of the formal written protest. The response time may be extended, if necessary. All affected parties will be notified of the

location, date and time of the Bid Protest meeting and will be allowed the opportunity to make their presentation to the Bid Protest Committee. The parties may bring a representative if they so choose. The purpose of the protest meeting is: 1) to question and review the basis of the protest; 2) to evaluate the facts and merits of the protest and 3) gather information in order to submit a recommendation to the City's CRA Board. The agenda for the protest meeting will be:

- i) Background will be presented by a representative of the City or City's CRA as to why the recommendation for award was made or why the vendor was not selected.
- ii) The protesting party or their representative will speak about how they were adversely affected by the decision of the City or City's CRA.
- iii) Any other affected parties or their representative will be given the opportunity for rebuttal and to present any facts that they deem are relevant to the protest.
- iv) During the meeting, the Protest Committee may ask questions of all parties as necessary.

The Protest Committee will render their recommendation in writing to the City's CRA Board within five (5) workdays of the bid protest meeting. The City's CRA Board may conduct an evidentiary hearing if there are disputed issues of material fact. The City's CRA Board will conduct a review and make a final written decision within ten (10) workdays after receipt of the recommendation; date of the hearing; or the review, whichever is later. The City's CRA Board decision shall be final and binding. No further protests of the action in question will be heard by the City or City's CRA.

Any person who is aggrieved by the final and binding decision of the City's CRA Board shall be entitled to a review of the final and binding decision by the 10th Judicial Circuit Court of Polk County, Florida by filing an appropriate petition with the Clerk of the Court within 30 calendar days following the rendering of the City's CRA Board final and binding decision.

\* \* \* \* \*

## **SECTION 8: FORMS**

### **8.1. Forms List**

Each Proposer shall submit the following forms with its Proposal:

- Addendum Page
- Bidder Incorporation Information
- Proposer's Certification Form
- Sworn Statement on Public Entity Crimes
- Exhibit "I": Certifications Regarding Debarment, Suspension, Proposed Debarment, And Other Responsibility Matters
- Exhibit "II": Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying
- Non-Collusive Affidavit
- Drug Free Workplace Form
- Affidavit Certification of Immigration Laws
- Employment Eligibility Verification (E-Verify) Certification
- Certification Regarding Scrutinized Companies List
- Reference Form

PLEASE ENSURE THAT ALL OF THESE DOCUMENTS ARE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL.

FAILURE TO DO SO MAY RESULT IN YOUR PROPOSAL NOT BEING CONSIDERED FOR AWARD.

## **ADDENDUM PAGE – RFP 24-024, Community Development Feasibility Study (CRA)**

The undersigned acknowledges receipt of the following addenda to the Request for Proposals (Give number and date of each):

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

FAILURE TO SUBMIT AN ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE SUBMITTAL IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE PROPOSAL.

NAME OF BUSINESS: \_\_\_\_\_

BY: \_\_\_\_\_  
SIGNATURE

NAME & TITLE, TYPED OR PRINTED: \_\_\_\_\_



## **BIDDER INCORPORATION INFORMATION**

The following section should be completed by all proposers and submitted with their submittal:

Company Name: \_\_\_\_\_  
DBA/Fictitious Name (if applicable): \_\_\_\_\_  
TIN #: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Zip Code: \_\_\_\_\_  
County: \_\_\_\_\_

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Cell Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Type of Organization (select one type)

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Non-Profit
- ☐ Sub Chapter
- ☐ Joint Venture
- ☐ Corporation
- ☐ LLC
- ☐ LLP
- ☐ Publicly Traded
- ☐ Employee Owned

State of Incorporation: \_\_\_\_\_

The Successful vendor must invoice using the company name listed above.

## PROPOSER'S CERTIFICATION FORM

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

Submitted By: \_\_\_\_\_

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

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

City, St., Zip \_\_\_\_\_

**Note:** Additional sheets may be attached if necessary.

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is: \_\_\_\_\_

The address of the principal place of business: \_\_\_\_\_

\_\_\_\_\_

2. If Proposer is a corporation, answer the following:

a. Date of Incorporation: \_\_\_\_\_

b. State of Incorporation: \_\_\_\_\_

c. President's name: \_\_\_\_\_

d. Vice President's name: \_\_\_\_\_

e. Secretary's name: \_\_\_\_\_

f. Treasurer's name: \_\_\_\_\_

g. Name and address of Resident Agent: \_\_\_\_\_

\_\_\_\_\_

3. If Proposer is an individual or a partnership, answer the following:
- a. Date of organization: \_\_\_\_\_
  - b. Name, address and ownership units of all partners: \_\_\_\_\_  
\_\_\_\_\_
  - c. State whether general or limited partnership: \_\_\_\_\_
4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:  
\_\_\_\_\_  
\_\_\_\_\_
5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.
6. How many years has your organization been in business under its present business name? \_\_\_\_\_
- a. Under what other former names has your organization operated?  
\_\_\_\_\_
  - b. How many years has your company been in business? \_\_\_\_\_
  - c. How many government agencies does your company currently provide these services for and which ones?  
\_\_\_\_\_  
\_\_\_\_\_
7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this Proposal. Please attach certificate of competency and/or state registration.  
\_\_\_\_\_
8. Have you ever failed to complete any work awarded to you? If so, state when, where, and why?  
\_\_\_\_\_  
\_\_\_\_\_

9. Will you be using any sub-consultants? Yes, or no? \_\_\_\_

a. If so, state the name, address, phone number, and tasks to be performed for each?

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b. Identify specific individuals who will perform the services and provide a description of the tasks they will perform.

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10. For the purpose of determining any possible conflicts of interest, all bidders must disclose if any City of Bartow or CRA employee is also an owner, or employee of their business. Indicate either "yes" or "no". If yes, give person(s) names(s) and position(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313(12)(b)3.

Yes\_\_\_\_No\_\_\_\_Name (s) and Position (s)

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11. List the pertinent experience of the key individuals of your organization (continue on additional sheets, if necessary).

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12. State the name of the individual who will have personal supervision of the work:

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13. Provide evidence of your company's financial stability and of its probability of remaining viable throughout the term of the contract.

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14. Briefly explain how your company will communicate with the City of Bartow's CRA.

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The Proposer acknowledges and understands that the information contained in response to this qualifications statement shall be relied upon by the City's CRA if awarded a Contract and such information is warranted by the Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the Contract, shall cause the City's CRA to reject the Proposal, and if after the award, to cancel and terminate the award and/or Contract.

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Proposer's Signature

---

Date

## DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with *Florida Statutes*, Chapter 287, Section 287.087 hereby certifies that \_\_\_\_\_ does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or nolo contendere to any violation of *Florida Statutes*, Chapter 893 or of any controlled substance law of the United States or any singular 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

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

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

\_\_\_\_\_/\_\_\_\_\_  
Signature Date

**EXHIBIT "I"**  
**CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,  
AND OTHER RESPONSIBILITY MATTERS**

**For all awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, the Offeror must complete and sign the following:**

The Offeror certifies, to the best of its knowledge and belief, that-

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the City's CRA or City of Bartow (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 the Department of Housing and Urban Development, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SIGNATURE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT "II"**  
**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements  
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned \_\_\_\_\_ certifies, to the best of his or her knowledge, that: \_\_\_\_\_ (Vendor)

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

\_\_\_\_\_  
Signature of Vendor's Authorized Official

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

\_\_\_\_\_  
Date



**AFFIDAVIT CERTIFICATION IMMIGRATION LAWS**

**SOLICITATION NO.: RFP 24-024, COMMUNITY DEVELOPMENT FEASIBILITY STUDY (CRA)**

THE CITY OF BARTOW NOR CRA WILL NOT INTENTIONALLY AWARD CITY BIDS /CONTRACTS TO ANY VENDOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

THE CITY OF BARTOW AND/OR CITY'S CRA MAY CONSIDER THE EMPLOYMENT BY ANY VENDOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY THE CITY OF BARTOW OR CITY'S CRA.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

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

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

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

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

State of: \_\_\_\_\_

County of: \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ (name) as \_\_\_\_\_ (title of officer) of \_\_\_\_\_ (entity name), on behalf of the company, who is personally known to me or has produced \_\_\_\_\_ as identification.

Notary Public Signature: \_\_\_\_\_

Printed Name of Notary Public: \_\_\_\_\_

Notary Commission Number and Expiration: \_\_\_\_\_

(AFFIX NOTARY SEAL)

**EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION**  
(Florida Statutes, Section 448.095)

**PROJECT NAME: COMMUNITY DEVELOPMENT FEASIBILITY STUDY (CRA)**

The undersigned, as an authorized officer of the contractor identified below (the “Vendor”), having full knowledge of the statements contained herein, hereby certifies to the City’s CRA and/or City of Bartow (the “City”), by and on behalf of the Vendor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Vendor and the City on or about the date hereof, whereby the Vendor will provide labor, supplies, or services to the City in exchange for salary, wages, or other remuneration (the “Contract”), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.
2. Pursuant to Section 448.095(5), Florida Statutes, the Vendor, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Vendor or subcontractor. The Vendor acknowledges and agrees that (i) the City and the Vendor may not enter into the Contract, and the Vendor may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security’s E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the City may treat a failure to comply as a material breach of the Contract.
3. By entering into the Contract, the Vendor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Vendor, the Vendor may not be awarded a public contract for a period of 1 year after the date of termination. The Vendor shall be liable for any additional costs incurred by the City as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024

**ATTEST:**

**VENDOR:**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

## SWORN STATEMENT ON PUBLIC ENTITY CRIMES

1. This sworn statement is submitted with RFP 24-024, Community Development Feasibility Study (CRA)
2. This sworn statement is submitted by \_\_\_\_\_ (name of entity submitting sworn statement) whose business address is \_\_\_\_\_  
\_\_\_\_\_ and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.)
3. My name is \_\_\_\_\_ and my relationship to the entity named above is \_\_\_\_\_.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime: or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City ship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with 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. **(Indicate which statement applies, do not leave blank.)**

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

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of 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, AND (Please indicate which additional statement applies.)

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

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been 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 the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

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

\_\_\_\_\_  
Company's Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this (date) \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by (name of person acknowledging)

\_\_\_\_\_, who \_\_\_\_\_ is personally known to me or who has produced (type of identification) \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public – Signature

[Notary Seal]

\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_

## NON-COLLUSIVE AFFIDAVIT

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

1. He/she is the \_\_\_\_\_ (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_ the Bidder that has submitted the attached bid.
2. He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid.
3. Such bid is genuine and is not a collusive or sham bid.
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the work for which the attached bid has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with and Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix an overhead, profit, or cost elements of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this (date) \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by (name of person acknowledging)

\_\_\_\_\_, who is personally known to me or who has produced (type of identification) \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public – Signature

[Notary Seal]

\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_

## VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Vendor Name: \_\_\_\_\_

Vendor FEIN: \_\_\_\_\_

Authorized Representative Name and Title: \_\_\_\_\_

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

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

Phone Number: \_\_\_\_\_

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

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: \_\_\_\_\_

who is authorized to sign on behalf of the above referenced company.

Authorized Signature Print Name and Title: \_\_\_\_\_

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

## REFERENCE FORM

**Please list References per Qualifications (if additional space is needed, please print additional sheets)**

1. Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Period of Performance: \_\_\_\_\_  
Brief Description of Services: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Period of Performance: \_\_\_\_\_  
Brief Description of Services: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Period of Performance: \_\_\_\_\_  
Brief Description of Services: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_