TOWN OF LONGBOAT KEY, FL

REQUEST FOR PROPOSALS

RFP 27-004

LONGBOAT KEY VILLAGE PHASE 4 DRAINAGE IMPROVEMENTS - DESIGN AND PERMITTING

Issue Date: Wednesday, October 7, 2026

Procurement Division
501 Bay Isles Road
Longboat Key, Florida 34228
Email: kkennedy@longboatkey.org

TOWN OF LONGBOAT KEY, FLORIDA
REQUEST FOR PROPOSALS OVERVIEW

The Town of Longboat Key, Florida ("Town"), is accepting sealed proposals for:

RFP 27-004 LONGBOAT KEY VILLAGE PHASE 4 - DRAINAGE IMPROVEMENTS – DESIGN AND PERMITTING

Proposal Due Date: **MONDAY, NOVEMBER 9, 2026 at 2:00 p.m.**

Proposals shall be delivered no later than 2:00 p.m. Eastern Standard Time (EST) on **Monday, November 9, 2026,** to the Town's Procurement Manager, Kari L. Kennedy, CPPB, at Town Hall, 501 Bay Isles Road, Longboat Key, Florida 34228. At that time, the Town will open all timely submitted proposals for the sole purpose of recording the names of the proposers submitting proposals.

Documents for this Request for Proposals ("RFP") are available through Demand Star: http://www.demandstar.com and the Town's Procurement Manager, Kari L. Kennedy, CPPB, via email Purchasing@longboatkey.org

GENERAL PROJECT DESCRIPTION

The Town is soliciting proposals from licensed, qualified firms for the design and permitting of drainage improvements for Longboat Key Village Phase 4. The project is located in the Longboat Key Village neighborhood on Longboat Key, Florida. The Phase 4 area, including Longboat Drive South between Cedar Street and Jackson Way and a portion of Cedar Street including an unimproved right-of-way west of Longboat Drive South, was identified as a known problem area that is susceptible to sea level rise (SLR), king tide flooding, and standing water during rainfall events that are concurrent with a high tide.

The Town's selection process for services is in accordance with Section 287.055, F.S., Consultants Competitive Negotiation Act (CCNA). A Professional Services Selection Committee will review the qualifications of all submitting Proposers meeting the minimum requirements set forth herein.

This Proposal is being solicited in accordance with the Procurement Requirements for Federal Grants, as provided in Code of Federal Regulations (CFR) Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Procurement Standards, paragraphs §200.317 to §200.326 and Federal Emergency Management Agency (FEMA) Regulations as incorporated herein in order to be eligible for reimbursement under the Public Assistance Program.

COMMUNICATIONS AND INQUIRIES

Questions or information requests for clarification regarding this RFP must be submitted via email to Purchasing@longboatkey.org by 4:00 p.m., Wednesday, October 28, 2026. Responses to questions or requests for clarification will be made pursuant to written addenda to this RFP and posted on Demand Star. It is the responsibility of the proposer to download issued addenda through Demand Star.

SCHEDULE OF EVENTS

The Town anticipates the following projected schedule for the RFP process. The Town reserves the right at its sole discretion to revise the projected schedule by issuing an addendum to the RFP at any time.

Release of RFP	Wednesday, October 7, 2026
Inquiry Deadline Date	Wednesday, October 28, 2026 by 4:00 p.m.
Proposal Due Date	Monday, November 9, 2026 by 2:00 p.m.
Evaluation Committee Meeting	Wednesday, December 2, 2026 at 9:00 a.m.
Presentations and Interviews	Friday, January 15, 2027

TOWN OF LONGBOAT KEY, FLORIDA

REQUEST FOR PROPOSALS
27-004
LONGBOAT KEY VILLAGE PHASE 4 DRAINAGE IMPROVEMENTS – DESIGN AND PERMITTING

Sealed proposals will be received at Town Hall, 501 Bay Isles Road, Longboat Key, Florida 34228, **November 9, 2026, prior to 2:00 p.m.**

Attached are important instructions and specifications regarding responses to this Request for Proposal ("RFP"). The failure of a responding proposer to follow these instructions could result in proposer disqualification from consideration for a contract to be awarded pursuant to this RFP.

This RFP document is issued by The Town of Longboat Key, as well as all addenda and changes to the RFP documents (if any). The Town shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP.

The Town's selection process for professional services is in accordance with Section 287.055, F.S., Consultants Competitive Negotiation Act (CCNA). A Professional Services Selection Committee will review the qualifications of all submitting Proposers.

This Proposal is being solicited in accordance with the Procurement Requirements for Federal grants, as provided in Code of Federal Regulations (CFR) Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Procurement Standards, paragraphs §200.317 to §200.326 and Federal Emergency Management Agency (FEMA) Regulations as incorporated herein in order to be eligible for reimbursement under the Public Assistance Program.

The Town shall post all such addenda, together with any other information pertaining to this RFP on Demand Star at http://www.demandstar.com. It is the sole responsibility of each proposer to review the Demand Star website prior to submitting a responsive proposal ("Proposal") to this RFP to ensure that the proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

The Town is not responsible for any solicitations issued through a subscriber, publications, or sources other than Demand Star or the Town and the proposer should not rely on such sources for information regarding the RFP solicitation.

Proposers and any prospective proposers shall not contact, communicate with or discuss any matter relating in any way to this RFP with any member of the Town of Longboat Key Town Commission, any member of the Evaluation Committee for this RFP, the Town Manager or any employee of the Town other than the Town Procurement Manager (or designee). This prohibition begins with the issuance of the Request for Proposal and ends upon execution of the final contract. Any such communication initiated by a proposer or prospective proposer shall be grounds for disqualifying the offender from consideration for a contract to be awarded pursuant to this RFP and for contracts to be awarded pursuant any Town procurement in the future.

1. INTRODUCTION AND INTENT

The Town is located off the coast of Sarasota in Southwest Florida and is governed by an elected seven (7) member Town Commission. The Town is a ten-mile long barrier island bordered on the east by Sarasota Bay and on the west by the Gulf of Mexico. The northern half of the Town is located in Manatee County, while the southern half is located in Sarasota County. The Town has a reputation as an affluent residential community, particularly for retirees who relocate predominantly from northern states. The Town has a permanent population of approximately 7,000 residents, but it is also a popular seasonal destination for visitors and part-time residents. During the winter months, when the climate in Florida is mild, the population of the Town typically increases to between 18,000 and 24,000.

The Town is seeking proposals from experienced and qualified Proposers for the Longboat Key Village Phase 4 Drainage Improvements – Design and Permitting (Project) for the purpose of providing all services related to design and permitting necessary to complete all of the services and work listed herein (the Services).

All work shall be completed in accordance with the latest edition of all applicable federal, state, and local regulatory requirements and codes.

The Town's selection process for professional services is in accordance with Section 287.055, F.S., Consultants Competitive Negotiation Act (CCNA). A Professional Services Selection Committee will review the qualifications of all submitting Proposers.

In addition to Section 287.055, F.S., this RFP is being solicited in accordance with the Procurement Requirements for Federal grants, as provided in Code of Federal Regulations (CFR) Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Procurement Standards, paragraphs §200.317 to §200.326 and FEMA Regulations as incorporated herein in order to be eligible for reimbursement under the Public Assistance Program.

CFR: https://www.ecfr.gov

FEMA: https://www.fema.gov/public-assistance-policy-and-guidance

The Proposer will be responsible for staying current with all FEMA and other agencies guidelines and regulations and will be responsible for advising the Town from beginning to end.

It is the intent of the Town to select one Proposer to negotiate and award a single contract that will incorporate all design and permitting services as described herein, subject to approval by the Town.

Selection of a qualified Proposer under this RFP is not a guarantee of work.

2. BACKGROUND AND SCOPE OF SERVICES

Longboat Key Village is a low-lying community at the north end of the Longboat Key and is an area of concern subject to sunny day flooding due to high tides and king tides and subject to increasing flood risks due to sea level rise (SLR).

Kimley-Horn Associates, Inc. (Kimley-Horn) was contracted in May 2023 by the Town of Longboat Key (Town) to update the Longboat Key Village Stormwater Assessment and Alternatives based on the revised sea level rise predictions based on the NOAA Technical Report NOS CO-OPS 083, dated January 2017 and to look at additional alternatives including road reconstruction and elevation. As a part of the analysis, stormwater modeling and Geographic Information System (GIS) mapping was performed to gain an understanding of the current storm flooding conditions. Stormwater modeling was performed using the

Interconnected Channel and Pond Routing Version 4 (ICPR4) software. GIS mapping was used to visualize predicted flooding in the Village community with different tidal conditions, as well as tide conditions combined with a 25-year storm event. As a result of this analysis, Kimley-Horn prepared In the *Stormwater Analysis for Longboat Key Village, October 2024*, which addresses impacts of rainfall, tidal events and SLR on the roadways and infrastructure in the areas of concern and identifies projects to mitigate impacts.

In the report, Phase 4 was identified as the area including Longboat Drive South between Cedar Street and Jackson Way and a portion of Cedar Street including the unimproved right-of-way west of Longboat Drive South. This location was identified as a known problem area that is susceptible to SLR, king tide flooding, and standing water during rainfall events that are concurrent with a high tide. In Phase 4, the lowest grate elevation according to the Stormwater Inventory is 1.0 NAVD88 The outfall at the intersection of Longboat Drive South and Cedar Street does not currently have a backflow preventor. Previous modeling indicated that the outfall pipe was partially blocked. Previously, the Town cleared out the outfall located in the Cedar Street right-of-way to improve the positive outflow from the roadways. During the king high tides, the area can still experience sunny day flooding. The lowest elevation on Jackson Way is 1.5 NAVD88. The current outfall is adjacent to a private seawall and is potentially not operating at full capacity. Reconstructing the road will increase the elevation difference between the inlets and the discharge point. With the elevated roadway, the increase in the head differential will improve the function of the system during a rainfall event and minimize sunny day flooding. Careful attention to the finished floor elevations of adjacent homes, as well as any pending home reconstruction or elevation, is a critical aspect of the design for Phase 4.

In addition to road reconstruction, drainage improvements include increased pipe sizes and adding new pipes and inlets in areas where there are no existing inlets. With the elevated roadway, the increase in the head differential will improve the function of the system during a rainfall event. If a rainfall event happens concurrent with a king tide, the increased pipe sizes will provide additional storage volume until the tide recedes.

Additional improvements evaluated within Phase 4 include designing a saltwater march in the Cedar Street right-of-way provides a filter system for overland flow and can incorporate a graded, positive outflow from Longboat Drive South. Plantings can be selected to optimize the water quality benefits. The saltwater marsh would include saltwater tolerant plants up to an elevation determined in design as necessary to minimize maintenance and replacement planting.

The Town is currently seeking sealed proposals from licensed and qualified Proposers to provide all design, permitting, bidding, and construction phase services necessary to complete all of the services and work listed herein.

1. Project Management: Proposer with provide all necessary effort to manage the project, from project initiation through project closeout.
    a. Project Meetings and Coordination
    b. Project Schedule
    c. Project Status Updates
    d. Project Invoicing

2. Project Design: Proposer shall design improvements to the drainage system, the road and private property restoration due to expected impacts.
    a. Survey

b. Construction and Drainage easement design and establishment
c. Drainage Analysis
d. Drainage Modeling
e. Private Property restoration
f. Utility location and restoration
g. Geotechnical Services

3. Project Permitting: Proposer will be responsible for obtaining all necessary permits to construct the designed improvements and restoration, including but not limited to all Permitting Agency Coordination.

4. Public / Stakeholder Outreach: It is anticipated that there will need to be numerous public engagements to review and gain input from the residents.
    a. This will be instrumental for establishing both temporary construction easements and permanent drainage easements
    b. Developing improvements or restoration efforts for individual lots and driveways
    c. Utility Coordination
    d. Project website

5. Cost Estimating: An Engineer's Opinion of Probable Cost will be provided to properly budget for the construction, for both grant application and construction procurement.

6. Grant Assistance: Grant assistance with providing input and for seeking additional grants to move through construction.

7. Construction Related Services:
    a. Bid Related Services
    b. Limited Construction Oversight
    c. As-built/Project Certification Services
    d. Permit Closeout /Monitoring
    e. Project Closeout for Grants and General Lessons Learned

The Proposer shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA but done substantially at the same time) shall require resubmission to the Division and FEMA for revaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.

3. PROCESS

3.1 Authorized Town Representative / Submission of Proposal

For information or questions concerning this RFP, contact the Town's Procurement Manager:

Ms. Kari L. Kennedy, CPPB
501 Bay Isles Road
Longboat Key, Florida 34228
Phone: 941.316.1999 x 1412
Email: Kkennedy@longboatkey.org

Proposers must submit a sealed proposal to the attention of the Town's Procurement Manager at the address stated immediately above. Only those communications that are in writing from the Town's Procurement Manager shall be considered as duly authorized expressions on behalf of the Town.

RFP documents are available through Demand Star http://www.demandstar.com . RFP forms and any additional documents required by this RFP must be executed and submitted in a sealed envelope to the Town's Procurement Manager listed above.

3.2 Proposer Communication and/or Inquiries

The Proposer shall review this competitive solicitation in its entirety to determine whether the Town's Scope of Services, conditions, and requirements are clearly stated. If the Proposer has any questions regarding this competitive solicitation, the Proposer must submit such inquiries and requests for clarification via email only to the Town's Procurement Manager at Purchasing@Longboatkey.org These inquiries or requests for clarification must provide the questions along with the relevant Section(s), Subsection(s), Paragraph(s), and page number(s) of the competitive solicitation being questioned by the Proposer.

The Town will consider only those communications and/or inquiries submitted via email and received by the Town's Procurement Manager on or before **Wednesday, October 28, 2026 at 4:00 PM EST** (the "Inquiry Deadline Date").

The Town will consider the Proposer's lack of inquiries or requests for clarification prior to the Inquiry Deadline Date to constitute the Proposer's acceptance of all of the conditions and requirements as stated in this RFP and any amendments thereto. Unless the Town's Procurement Manager specifically requests the Proposer to provide additional communications, or to participate in negotiations, the Town may not accept or consider any of the Proposer's written or other communications and/or inquiries received between the Inquiry Deadline Date and the posting of an award, if any, under this competitive solicitation.

To the extent the Town determines, in its sole discretion, to respond to any communications, inquiries or requests for clarification prior to the Inquiry Deadline Date, the Town's response will be made in a written addendum to this RFP and posted on Demand Star.

No interpretation of data, including but not limited to surveys, plans, drawings, test results, and similar materials will be made to any Proposer, except for what is provided in this RFP or by written addendum.

3.3 Addenda

The Town's Procurement Manager or designee will distribute any addenda via Demand Star.

The Proposer's authorized representative must acknowledge receipt of each addendum issued. Acknowledgement shall be numbered and dated on the Submitted Proposal Form and included in a submitted proposal.

All Proposers, vendors, and known interested vendors, are responsible for checking Demand Star for addenda in order to verify whether any changes have been made to the RFP.

The Town will consider a Proposer's lack of communicating inquiries or requesting clarifications on the addenda by the Inquiry Deadline Date to constitute the Proposer's acceptance of all of the conditions and requirements as stated in the competitive solicitation documents.

Proposers are cautioned that any oral or written representation made by any person that appears to change materially any portion of the competitive solicitation documents shall not be relied upon unless subsequently ratified by a written addendum to this RFP issued by the Procurement Manager.

3.4 Delivery and Labeling of Sealed Proposals

The Proposer's proposal to this competitive solicitation shall be prepared in accordance with Section 4 "Proposal Requirements." The Proposer's sealed proposal must be received by the Town's Procurement Manager on or before **Monday, November 9, 2026, at 2:00 PM EST** (the "Proposal Due Date") according to the time clock at the Town. A Proposer may not submit a proposal via telephone, facsimile, electronic mail, or any other means except as provided for herein.

If the Proposer elects to mail in its proposal, the Proposer must allow sufficient time to ensure the Town's Procurement Manager receipt of the proposal by the Proposal Due Date. Regardless of the form of delivery, it is the Proposer's responsibility to ensure that the proposal arrives at the Town's Procurement Manager address (See Section 3.1) no later than 2:00 p.m. on the Proposal Due Date. The Proposer may not include more than one proposal (along with the copies) per sealed envelope.

The Town will accept proposals up to the Proposal Due Date. No proposal may be withdrawn by a Proposer after the Proposal Due Date. Proposals must be delivered in sealed envelopes with the following information clearly provided on the front of the envelope: The Town's Procurement Manager's name and address as provided in Section 3.1; the Proposer's name and address; and "RFP 27-004 LONGBOAT KEY VILLAGE PHASE 4 DRAINAGE IMPROVEMENTS – DESIGN AND PERMITTING" The proposals must be submitted with one (1) original marked "ORIGINAL", six (6) hard copies marked "COPY," and one (1) electronic copy in .pdf format on a flash drive of the proposal.

3.5 Economy of Presentation

The Proposer must use sections and tabs that are clearly identified and also must number and label all parts, pages, figures, and tables in its proposal. The Proposer should prepare its proposal simply and economically, providing a straightforward, concise description of the Proposer's capability to satisfy the conditions and requirements of this competitive solicitation. (Fancy bindings, colored displays, and promotional material are not desired). The Proposer's emphasis should be on completeness and clarity of content. To expedite the Town's evaluation of the proposal, it is mandatory that the Proposer follow the instructions contained herein. The Town is not liable for any costs incurred by the Proposers in responding to this competitive solicitation including, without limitation, costs for any oral presentations requested by the Town.

3.6 Proposals must be in Ink or Typed

The Proposer's proposal must be typed or printed in permanent ink.

3.7 Proposer's Signature

Where the Proposer's signature is required, the Proposer's proposal must contain the Proposer's authorized representative's manual signature, in permanent ink, in the space provided. In addition, the Proposer's authorized representative must initial all of the Proposers handwritten corrections (additions or deletions) in its proposal.

If the proposal is made by a partnership, corporation, joint venture, or team, the name and address of the partnership or corporation or all members of the joint venture or team shall be shown together with the names and addresses of the partners or officers of all entities. If the proposal is made by a partnership, it must be acknowledged by one of the partners; if made by a corporation, by one of the officers; if made by a joint venture or team, by one officer of each participating entity.

3.8 Complete Proposals Required

The Proposer must complete and execute this competitive solicitation document, including any addenda, appendices, exhibits, attachments, requested information and proposal forms and submit them with and as a part of the Proposer's proposal.

3.9 Use of Forms

If this competitive solicitation includes forms for the submission of information, the Proposer must submit the requested information on the forms, attaching additional pages if necessary, or the Town may reject the Proposer's proposal.

3.10 Errors or Omissions

The Proposer should examine its proposal carefully for any errors prior to submission. The Proposer is solely responsible for the accuracy and completeness of its proposal. The Proposer's errors or omissions, if any, are solely at the risk of the Proposer and may be grounds for the Town's finding that the Proposer's proposal is non-responsive. In case of the Proposer's errors in extensions, the unit price will prevail.

3.11 Proposal Validity Period

The Proposer's proposal shall, in its entirety, remain valid for one hundred and twenty (120) calendar days after the Proposal Due Date.

3.12 Proposal Opening

The proposals shall be delivered no later than **2:00 p.m. EST on Monday, November 9, 2026**, to the Town's Procurement Manager at the address stated in Section 3.1. At that time, the Town's Procurement Manager (or designee) will open all timely submitted proposals for the sole purpose of recording the names of the Proposers submitting proposals at the designated place. Any Proposer submitting proposals found to be inconsistent is subject to disqualification.

Any person requiring a special accommodation at Town Hall because of a disability should call the Town's Procurement Manager at least five (5) working days prior to the RFP opening at 941-316-1999 (voice) or 800-955-8771 (TDD for persons with hearing or speech disabilities).

3.13 Government in the Sunshine; Public Records

All submitted material will be subject to Florida's Public Records Law. Proposer should prepare its proposal with the understanding that it may become available to the public. Proposer acknowledges that all information contained within the proposal is subject to disclosure under the State of Florida's Public Records Law.

The Town is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of this proposal. No information should be labeled confidential unless exempted under said law.

Pursuant to Section 119.071(1)(b)2., Florida Statutes (F.S.), proposals may be exempt from public record for thirty (30) days after opening the proposals or until such time as the Town provides notice of an intended decision, whichever comes first. It is not necessary for Proposers to claim this temporary exemption.

RFP tabulations will be uploaded to Demand Star and posted on the Town's public bulletin board. Upon written request, a copy will be furnished. RFP tabulations will not be provided by telephone. Non-exempt RFP files may be examined during normal working hours by appointment.

Certain portions of meetings with Proposers may be closed to the public, but will be recorded pursuant to Section 286.0113, F.S.

4.0 PROPOSAL REQUIREMENTS

4.1. Required Proposal Format

To facilitate the Town's analysis of the proposals, the Proposer must prepare its proposal in accordance with the instructions provided in this competitive solicitation. If the Proposer's proposal deviates from these instructions, such response may, at the Town's discretion, be rejected.

Proposals should not contain information in excess of that requested, must be concise and must specifically address all of the items set forth in this RFP. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal to this RFP 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.

Proposals must be prepared in at least 12-point font on 8.5" x 11" white paper, with pages sequentially numbered. Proposals can be either single or double-sided. Proposals should be contained within a three-ring binder (original and each copy in separate binders).

4.2 Proposal Requirements

Proposal content shall be separated by sequentially numbered tabs and must be submitted in the same order as set forth below and the supplied electronic copy shall be indexed similarly.

Proposers that submit a qualification proposal and do not meet the minimum eligibility requirements listed below will be deemed as non-responsible and the Proposer will be prohibited from participating in this RFP process any further.

4.2.1 Minimum Requirements

Proposer must possess current, valid licenses and certifications required under Florida Statute to perform engineer, architect, surveyor, and landscape architect services as is applicable to the design improvements. Certified under Section 471.023, Florida Statutes, to practice or to offer to practice engineering; or Certified under Section 481.219, Florida Statutes, to practice or to offer to practice architecture.

The proposal should include the following:

Tab 1 – Executive Summary (Limit response to maximum of 4 pages {pages for applicable licenses not included})

A. Provide contact information, including name(s), title(s), email address and phone number(s) for the individual(s) responsible for the Proposal and any negotiation during this process. Also, indicate the Proposer's primary office that will provide the Services to the Town.

B. Provide a brief overview of the Proposer's history and organization. Include the number of years in business as the same firm/company and the number of full-time employees.

C. Provide documentation showing proposer incorporation by the Secretary of State and current Florida Professional Registration Certificate. Provide a copy of the Proposers applicable certification(s) from the State of Florida allowing them to provide the services as outlined in the Scope of Services as well as compliance with Section 287.055, F.S.

D. Provide a list of any judgements, claims, arbitration proceedings or suits pending that have been initiated by or against the Proposer in the past five (5) years. Briefly state the nature of the action and the outcome.

Tab 2 – Proposer Ability and Experience (25 Max. Points)

A. Provide a summary of the Proposer's capabilities and expertise to providing the scope of services for other government agencies, particularly those within Florida.
(Limit response to maximum of 5 pages)

B. Provide three (3) projects performed within the past five (5) years which best illustrate the experience of the Proposer as related to the desired services. **(Limit response to maximum of two (2) pages per project)**

- For each project, include:
  1) Name and location of the project;
  2) Size and cost of the project;
  3) Project owner's representative name, address, phone number, and email address;
  4) Date project was completed or is anticipated to be completed with current status;
  5) The nature of the Proposer's responsibility on the project;
  6) Unforeseen circumstances, errors or oversights and actions taken to mitigate and/or correct; and

C. Provide a brief narrative describing the Proposer's current workload and ability to responsively provide the scope of services required for the project. **(Limit response to maximum of three (3) pages)**

D. If the Proposer has previously performed a project for the Town within the past ten (10) years, identify the project, the work performed and the total fees awarded for such work.

Tab 3 – Personnel Qualification and Experience (25 Max. Points)

A. Provide an organizational chart of the Proposer's team highlighting the key personnel that will be assigned to the Project. **(Limit response to maximum of one (1) page)**

B. Provide résumés of the Proposer's key personnel listed above to be assigned to the Project. **(Limit response to maximum of two (2) pages per résumé**)

- Résumés shall include, but not be limited to:

  1) Name and current position held by the key personnel;
  2) Number of years with Proposer;
  3) Experience. Identify: (I) Types of projects/services; (ii) Size of projects/services; and (iii) Specific responsibilities;
  4) Education, professional registration;
  5) Services anticipated to be designated to the key personnel; and
  6) Anticipated level of participation on the Project.

- Identify and highlight the Project Manager who will be directly responsible for the day-to-day communication and coordination with the Town. This individual must have the authority to represent the Proposer in a decision-making capacity.

- Identify the availability of the key personnel to successfully complete the project services.

C. If known, identify any sub-contractors that the Proposer anticipates will be involved throughout the term of the Project.

For each sub-contractor identified provide:

1) Services for which the sub-contractor may be involved;
2) A brief description of experience outlining their qualifications to perform the identified services.

Tab 4 – Project Approach (25 Max. Points) (Limit response to a maximum of ten (10) pages)

A. Provide Proposer's approach to the project to include, but not be limited to:

1) A narrative of the project approach and explanation of how this approach meets the objectives as specified, including any cost savings measures;
2) A description of Proposer's technical ability to perform all facets of the scope of services;
3) Provide an implementation schedule for each key milestone and component of services with emphasis on providing a complete set of plans and specifications for bidding in a twelve (12) month period;
4) A description of the Proper's accessibility for meetings, general communications, coordination, and supervision.

Tab 5 - Interactions with Town and Regulatory Agency Staff (5 Points)
(Limit response to maximum of one (1) page)

A. Provide a summary supporting qualifications of the proposed key personnel in terms of

meeting this scope of service. The summary should highlight the experience with regulatory and grant agencies, identifying specific agencies and the items being addressed, including construction permitting, water use permitting, utility regulatory permitting, applications, consultation, governing regulations, grant administration, or other related activities.

B. Include the Proposer's ability to work with Town staff in order to successfully fulfill the desired services in each discipline.

C. Include the Proposer's knowledge of permitting process, as well as local regulatory agencies, including, but not limited to Manatee County, Southwest Florida Water Management District, Florida Department of Environmental Protection, Florida Department of Transportation, Florida Department of Health, and United States Army Corps of Engineers, if applicable.

Tab 6 – Is the Proposer a "Certified Minority Business Enterprise" (5 Max. Points)

A. Provide a brief summary explaining how the Proposer will encourage minority participation in any of the desired services. **(Limit response to maximum of one (1) page)**

B. There will be a maximum of five (5) points allocated for this Tab. If the Proposer is a woman or minority-owned business then five (5) points will be allocated. If the Proposer is not a woman or minority-owned business but is utilizing one or more sub- consultants that are a women or minority owned business to assist in performing the desired services, then the Proposer will be allocated one (1) point for each sub- consultant which meets the woman or minority certification criteria below, up to a maximum of five (5) points. The woman or minority owned business sub-consultant(s) must have been identified under Tab 3, Personnel Qualification and Experience in order to qualify for point allocation.

C. Proposer will be allocated points if they are certified as a woman or minority-owned business ("W/MBE") as evidenced by providing the documentation described below.

1. If the Proposer or sub-consultant has a certified W/MBE status, provide documentation of the Proposer's or sub-consultant's certified W/MBE status as defined by the Florida Small Minority Business Act. The Town will recognize the following to meet the requirement of a certified W/MBE status:

- Valid W/MBE Certification from one of the following:
  - Florida Minority Supplier Development Council
  - Women Business Enterprise National Council
  - The State of Florida Office of Supplier Diversity
  - Florida Department of Transportation
  - U.S. Small Business Administration
  - Federal Aviation Authority

D. Certifications from other governmental agencies will be considered on a case-by- case basis.

Tab 7 – Is the Proposer a Local Firm? (5 Max. Points)

A. Provide documentation of the Proposer's headquarters and any local offices, if any. Also indicate the number of personnel at each local office.

1. Proposer will be allocated 5 points if it meets the Town's definition of a local firm with headquarters located in geographical Manatee or Sarasota County.

2. Proposer will be allocated 3 points if it meets the Town's definition of a local firm office (non-headquarters) located in geographical Manatee or Sarasota County.

3. The term "local firm" is defined as a firm with an office located in geographical Manatee or Sarasota County.

4. The term "Headquarters" shall mean the office location that serves as the administrative center and principal place of business.

5. Subconsultants will not be considered for location points.

Tab 8 - Surveys of Past Performance (10 Max. Points)

A. Provide reference surveys from past clients for the projects identified under Tab 2.

B. Surveys are required for the prime firm only. Surveys for subs are not required.

C. Completed surveys. **(See Exhibit 1)** The Procurement Manager (or designee) will take the average of all surveys and score as follows:

- Average score between 9 – 10 — 10 Points
- Average score between 7 – 8 — 8 Points
- Average score between 5 – 6 — 6 Points
- Average score between 4 – 4 — 4 Points
- Average score between 1 – 2 — 2 Points
- Average score of 0 — 0 Points

Scores that fall within two whole numbers will be rounded down to the next whole number if less than .5 and rounded up to the next whole number if .5 or more.

Tab 9 – Forms

Provide the completed and signed forms:

- Submitted Proposal Form
- Public Entity Crimes Form
- Acknowledgment of Firm Form
- Drug Free Workplace Certification Form
- Equal Employment Opportunity Form
- Minority Business Statement of Good Faith Efforts
- Human Trafficking Affidavit

- Compliance with Foreign Entity Laws Affidavit
- Completed and signed W-9

5.0 EVALUATION PROCESS, EVALUATION CRITERIA AND EVALUATION OF PROPOSALS

5.1 Responsiveness and Responsibility

A responsible and responsive proposal will be considered as one which meets or exceeds the RFP specifications and which is submitted by a Proposer capable of performing the requirements as stated in the RFP. The Proposer's ability to meet these requirements shall be solely by the determination of the Town.

The Town's Procurement Manager will initially review each proposal for: (a) minor informalities, irregularities, and apparent clerical mistakes which are unrelated to the substantive content; and (b) conformance to the RFP instructions regarding organization and format.

The Town reserves the right to reject any or all proposals, in whole or in part, for any reason whatsoever, and to re-let the RFP at the Town's discretion. The Town reserves the right to waive any minor non-conformance or irregularities when, in the sole opinion of the Town, such waiver or acceptance is deemed to be in the best interest of the Town.

After the Proposal Due Date, the Town may, in its sole discretion, request clarifications of the information submitted, and may also rely upon any information obtained from any source that pertains to the issue of a Proposer's integrity and capability to perform.

Proposals may be excluded from further consideration and the Proposer will be so advised. No deviations from specifications will be accepted; no alternate proposals will be accepted unless requested in writing. The Town may, in its sole discretion, also exclude from consideration any Proposer whose proposal contains a material misrepresentation. Such proposals will be deemed as non-responsive to this RFP.

Proposals that are deemed non-responsive to this RFP will be excluded from any further consideration. A proposal may be deemed non-responsive for any of the following reasons: Proposer fails to attend a mandatory pre-proposal meeting or other mandatory meetings as required by the RFP Documents; Proposer fails to specifically include information required by the specifications; Proposer fails to sign a submitted proposal; or Proposer submits a proposal that does not include information specifically required in the RFP Documents. The above is not an exclusive list and the Town may deem a proposal non-responsive for other valid causes and lack of responsiveness shall solely be by the determination of the Town.

5.1.1 Changes in Proposer's Team

A change in the project team of a Proposer after the submission of a proposal could result in reconsideration of the scoring of applicable evaluation criteria, at the sole discretion of the Town. Any changes in the project team of a Proposer must be brought to the attention of the Town as soon as possible after the change is made. The changes, the reasons for the changes, and résumés for the individuals being substituted for an original project team member, must be submitted to the Town.

Any changes in the project team during the project must be communicated in writing to the Town prior to the implementation of the change.

5.2 Disqualification of Proposers

Any cause including, but not limited to, the following may be considered as sufficient for the disqualification of a Proposer and the rejection of its proposal:

1. Submission of more than one proposal for the same work by an individual, firm, partnership, or corporation under the same or different names;

2. Evidence of collusion among Proposers, or previous participation in collusive bidding or proposing on services for the Town;

3. Uncompleted services for which the Proposer is committed by contract which, in the judgment of the Town, might hinder or prevent the prompt completion of the Services under this RFP if awarded to Proposer;

4. Inconsistencies between the proposals provided by the Proposer;

5. Violations of the cone of silence as provided for herein;

6. Familial relation with the Town's purchasing agents (Town Manager or Procurement Manager) or public officer (Town Commissioner) as provided for in Section 112.313(3), F.S;

7. Conviction for a Public Entity Crime as provided for in Section 287.133, F.S.; or

8. Prior suspension or debarment as set forth in Section 38.31 of the Town Code.

The above listed causes are not an exclusive list, and the Town may disqualify proposers for other valid causes.

5.3 Selection Process

Proposals will be evaluated in accordance with this Section and all applicable Town purchasing policies and procedures.

The Town Manager shall establish a selection committee ("Selection Committee") that will be responsible for evaluating and scoring/ranking the proposals in accordance with this Section.

The Town will use a competitive selection process based on the Elevation Levels described in this Section. At Elevation Levels 2 and 3, the Selection Committee will score and/or rank the proposals as applicable.

Selection of a final Proposer will be based upon the following steps and factors:

Elevation Level 1

- The Town's Procurement Manager shall review all proposals for conformance with the RFP guidelines and detailed submittal requirements. Conforming proposals shall be elevated to Elevation Level 2. The Town's Procurement Manager or designee will distribute proposals and evaluation criteria to the Selection Committee.

- The Town's Procurement Manager will also ensure all Proposers meet the requirement of certification as outlined in Section 287.055 (3)(c), F.S.

- The Selection Committee may convene with reasonable public notice to review questions that arise during individual member review of submitted proposals prior to Elevation Level

2 to allow for questions, clarifications, explanations or other discussion to be held before the review of proposals is completed.

Elevation Level 2

Each Selection Committee member shall score each proposal on the following evaluation criteria:

Evaluation Criteria	Maximum Points
Proposer Ability and Experience	25
Personnel Qualification and Experience	25
Project Approach	25
Interaction with Town and Regulatory Agency Staff	5
Certified Minority Business Enterprise	5
Local Firm	5
Surveys	10
Total Points Available	100

By the process stated under each corresponding Tab description as set forth in Section 5.2 Proposal Requirements, the Town's Procurement Manager shall score each proposal on the following evaluation criteria:

- W/MBE Certification (Tab 6) 5 points
- Local (Tab 7) 5 points
- Surveys of Past Performance (Tab 8) 10 points

Subtotal of Points 20 points

Each Selection Committee member shall score each proposal on the following evaluation criteria:

- Proposer Ability and Experience (Tab 2) 25 points
- Personnel Qualification and Experience (Tab 3) 25 points
- Approach (Tab 4) 25 points
- Interaction with Regulatory Agencies & Town (Tab 5) 5 points

Subtotal of Points 80 points

Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:

- EXCELLENT (1.0): Of the highest or finest quality; exceptional; superior; superb

  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 demonstrate the Proposer's ability to perform and deliver far beyond expectation.

- VERY GOOD (0.8): To a high degree; better than 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 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 demonstrate the Proposer's ability to perform and deliver at the expected level.

- FAIR (0.4): Average, moderate, mediocre; adequate; sufficient; standard

  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 adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included 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

  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 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.

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 an "Experience" 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 Evaluation Committee member allocated for that evaluation criterion would be 20, calculated as follows:

25 available points x 0.8 applicable description factor multiplier = 20 points

A Selection Committee member's total score for each proposal shall equal the sum of the total points allocated for each evaluation criteria.

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

The Town's Procurement Manager, or designee, will conform the calculations for the final score for each proposal. They shall publish a rank-ordered listing of the proposals to the Selection Committee with the proposal receiving the highest points as the highest-ranked proposal.

If the Selection Committee decides to interview Proposers based on the final scores then, at a minimum, the Selection Committee shall elevate the three (3) highest-ranked Proposers to Elevation Level 3 for presentations. If the Selection Committee decides not to interview Proposers, they will collectively decide if they would like to recommend to the Town Manager to enter into contract negotiations with the highest ranked Proposer.

Elevation Level 3 - Proposer Presentations (if needed)

The Selection Committee may be required to conduct interviews and request Proposer presentations that it has elevated from Elevated Level 2 to Elevation Level 3.

Elevated Proposers may be requested to make a presentation focusing on their qualifications, general approach to projects and the ability to furnish the desired services. The Selection Committee members will have an opportunity to inquire about any aspect of the RFP and the Proposer's proposal. After all elevated Proposer presentations, each Selection Committee member will individually rank the Proposers in numerical order beginning at number 1 for the Proposer deemed to be the most highly qualified to perform the desired services. In accordance with Section 287.055(4)(b), F.S., and applicable Town Ordinances, in determining whether a Proposer is qualified, each Selection Committee member shall consider such factors as:

- Ability of personnel
- Past performance
- Location / Local / Minority Business Status
- Willingness to meet time and budget requirements
- Understanding and approach of the project(s)
- Ability to provide the desired services within schedule and budget
- Volume of work previously awarded to each Proposer by the Town

The Town's Procurement Manager, or designee, shall receive and compile each Selection Committee member's ranking of each Proposer and then publish a rank-ordered listing of Proposer's to the Selection Committee, based on the combined average rankings given each Proposer. The Selection Committee members will then collectively decide if they would like to recommend award to the Town Manager and to enter into contract negotiations with the highest-ranked Proposer(s). After the Town Manager's approval of the recommendation of award, said Proposer(s) will then be elevated to Elevation Level 4 for contract negotiations.

Elevation Level 4 - Contract Negotiations

If a Proposer is elevated to this level, the Town Manager, with assistance from the Town Attorney, and the Town's Procurement Manager shall negotiate two (2) contracts with the top-ranked Proposer in accordance with Section 287.055(5), F.S.

If after negotiating for a reasonable time period, the Town and the Proposer fail to agree upon the terms of an acceptable contract, negotiations shall be terminated and negotiations with the next-highest-ranked Proposer shall commence. If again unsuccessful, the process is repeated with the next-highest-ranked Proposer, and so on. This process is continued until a design-build contract is negotiated and executed.

Upon agreement of terms and conditions for a final negotiated contract, an agreement shall be awarded by the Town Manager.

5.4 Tie Proposals

When multiple proposals are equal in all respects (quality, price, and service), the Town may give preference to a Proposer with a drug-free workplace program. Proposer shall certify that the program complies with the requirements of Section 287.087, F.S. Information about the program shall be included in the Proposer's submittal under Tab 6. Forms.

At the sole discretion of the Town, payment terms and other consequential information may also be utilized in resolving apparent tie proposals.

5.5 Award of Agreement

The Town intends to award an agreement(s) resulting from this competitive solicitation to the short-listed Proposer who represents the best value to the Town. The Town is not obligated to make an award under or as a result of this competitive solicitation. The Town reserves the right to postpone the award of the agreement for a period of time not to exceed one hundred twenty (120) days from the Proposal Due Date.

5.6 Posting of Intent to Award

The intent to award an agreement to the Awarded Proposer(s), if any, will be posted on Demand Star for review by interested parties.

5.7 Protest

Any protest related to this RFP must be in accordance with the Town's Protest Procedures as specified in Chapter 38 of the Town's Code of Ordinances.

5.8 Non-Exclusive Agreement

This RFP does not establish an exclusive arrangement between the Town and the Awarded Proposer. The Town has an unrestricted right to use others to perform work, provide services, or deliver the same or similar products as described herein.

6.0 INSURANCE

The awarded Proposer(s) shall submit to the Town's Procurement Manager a copy of the Proposer's current insurance coverage with endorsements, as evidenced by certificates of insurance with an insurance carrier approved and licensed by the Insurance Department of the State of Florida. Agreement

execution by the Town will be subject to proof of insurance and subject to acceptance of the types and amounts of coverage by Town's Procurement Manager.

Proof of insurance coverage shall be submitted with the copies of the Proposer's executed agreement and become a part of the final negotiated agreement.

The acceptable form of the certificate of insurance shall be the industry standard ACORD certificate.

The Town of Longboat Key shall be named as additional insured. The insurer shall agree to waive all rights of subrogation against the Town of Longboat Key. The RFP number and project title shall be noted on the certificate.

The certificates of insurance shall provide thirty (30) days written notice for any change, cancellation, or non-renewal.

Insurance coverage required from the awarded Proposer(s) shall be provided by or on behalf of all subcontractors to cover their operations performed. The awarded Proposer(s) shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

The awarded Proposer will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. The awarded Proposer will notify the Town immediately by telephone at (941) 316-1999 of any accident or injury to anyone that occurs on the Services site and is related to any of the Services being performed by the awarded Proposer.

Nothing herein shall be construed to extend the Town's liability beyond that provided in Section 768.28, Florida Statutes (F.S.).

Under the terms and conditions of an agreement, the awarded Proposer(s) will be required to defend, indemnify, and hold harmless the Town and all of the Town's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the awarded Proposer(s), their officers, agents, or employees in performance or non-performance of its obligations under an agreement.

7.0 NEGOTIATION

The Town Manager (or designee) shall negotiate an agreement with the Awarded Proposer for the subject services at compensation which the Town determines is fair, competitive, and reasonable. This RFP process is conducted pursuant to Chapter 38 of the Town's Code of Ordinances and the Finance Department's administrative procedures.

7.1 Selection, Negotiation, Additional Information

Although the Town reserves the right to negotiate with any Proposer to arrive at its final decision and/or to request additional information or clarification on any matter included in the proposal, it also reserves the right to select the most responsive of Proposers without further discussion, negotiation, or prior notice. The Town may presume that any proposal is a best-and-final offer.

8.0 TOWN'S RESERVED RIGHTS

8.1 To be the judge of the Proposer's qualifications through a Selection Committee comprised of designated Town staff or other representatives.

8.2 To conduct pre-award discussions with any responsive and responsible Proposers who submit proposals determined to be reasonably acceptable of being selected for award. Such discussions may include, but not be limited to personal interviews with and/or presentations before the Selection Committee.

8.3 To request that Proposers modify their proposal to more fully meet the needs of the Town or to furnish additional information as the Town may reasonably require.

8.4 To accord fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. Such revisions may be permitted after submission of proposals and prior to award.

8.5 To request additional qualification information.

8.6 To hold meetings and interviews, and conduct discussions and correspondence, with one or more Proposers to seek an improved understanding of any information contained in a proposal.

8.7 To seek clarification from any Proposer to fully understand information provided in a proposal and to help evaluate and rank the Proposers.

8.8 To limit and/or determine the actual services to be included in the contract with the Awarded Proposer.

8.9 To obtain information from any available sources for use in evaluating the proposals.

8.10 To waive any irregularity in any proposal, or reject any or all submittals, in part or in whole, should it be deemed to be in the best interest of the Town to do so.

9.0 MINORITY BUSINESS PARTICIPATION

In accordance with the provisions of Title VI of the Civil Rights Act of 1964 and Title15, Part 8 of the Code of Federal Regulations, the Town hereby notifies all Proposers that they will affirmatively ensure minority business enterprises will be afforded a full opportunity to participate in response to this RFP and will not be discriminated against on the grounds of race, color or national origin in consideration for qualification.

10.0 GENERAL TERMS

10.1 Equal Opportunity/Affirmative Action

The Town is an equal opportunity/affirmative action employer. The Town is committed to equal opportunity employment efforts and expects firms that do business with the Town to have a vigorous affirmative action program.

10.2 Women/Minority Business Outreach

The Town hereby notifies all potential proposers that Women/Minority-Business Enterprises are to be afforded a full opportunity to participate in any procurement by the Town and will not be subject to discrimination on the basis of race, color, sex, or national origin.

10.3 Proposer Affirmation

By submitting a proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, firm, or corporation to refrain from submitting a proposal; and the Proposer has not sought by collusion to obtain any advantage over other persons or over the Town.

10.4 Proposer Development Costs

Neither the Town nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a response to the RFP. Proposers should prepare a response simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

10.5 Code of Ethics

If any Proposer violates or is a party to a violation of the code of ethics of The Town of Longboat Key or the State of Florida, with respect to this RFP, such Proposer may be disqualified from performing the Services described in this RFP or from furnishing services for which the proposal is submitted, and shall be further disqualified from bidding on any future requests for work, goods, or services for the Town

10.6 Conflict of Interest

Subject to the provisions of Chapter 112, F.S., all Proposers must disclose with their proposal the name of any officer, director, agent, or shareholder who is also an employee of the Town. All Proposers must disclose the name of any Town employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

10.7 Disclosure – Advisory Board Member of Town

10.7.1 Sections 112.313(3) and 112.313(7), F.S., prohibit an advisory board member of the Town from holding any employment or contractual relationship with any business entity doing business with the Town. Section 112.313(12), F.S., provides that an advisory board member will not be in violation of the prohibition if certain conditions are met, including the filing of a disclosure form with the Supervisor of Elections, which is the sole responsibility of the proposer and must be filed prior to or at the time of submission of the RFP. A copy of the filed disclosure form shall be included as part of the proposer's response.

10.7.2 Advisory board member is required to, prior to or at the time of the submissions of the proposal, file a statement with the Supervisor of Elections, disclosing his or her interest and the nature of the intended business.

10.7.3 Advisory board member, or his or her spouse or child is required to have in no way used or attempted to use his or her influence to persuade a member of the Town or any of its personnel to enter into such a contract other than by the mere submission of the proposal.

10.7.4 Advisory board member, or his or her spouse or child is required to have in no way participated in the determination of the proposal specifications or the determination of the responsible and responsive Proposer.

10.8 Cone of Silence

After the issuance of the RFP by the Town, Proposers and their representatives shall not contact, communicate with, or discuss any matter relating in any way to this RFP with the Town, including any Commissioner, member of the Selection Committee, or any employee of the Town other than the Town's Procurement Manager (or designee) unless otherwise directed on the Request for Proposals Overview of this RFP. This prohibition begins with the issuance of the RFP and ends upon award of the resulting contract. Such communications initiated by a Proposer shall be grounds for disqualifying the offending Proposer from consideration for award under this RFP and/or potentially any future procurement with the Town.

10.9 Copyright

The Awarded Proposer shall irrevocably transfer, assign, set over, and convey to the Town all rights, title, and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to the contract awarded under this RFP. The Awarded Proposer further agrees to execute such documents as the Town may request to affect such transfer or assignment.

10.10 Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor 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, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

10.11 Proposer's Employment of Unauthorized Aliens

Employment of unauthorized aliens is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Awarded Proposer knowingly employs unauthorized aliens, such violation shall be cause for the Town's unilateral cancellation of the agreement.

10.12 Estimated Quantities

When applicable, and unless specifically addressed in the RFP, the estimated quantities of work to be done and materials to be furnished under this RFP are to be considered as approximate only and are to be used solely for the comparison of proposals. The Town does not expressly or by implication represent that the actual quantities involved will correspond exactly therewith, nor shall the Proposer plead misunderstanding or deception because of such estimate of quantities. Payment to the Awarded Proposer will be made only for the actual quantities of Services performed and material furnished in accordance with the contract and it is understood that the quantities may be changed as provided in the RFP Documents without in any way invalidating any of the unit or lump sum prices.

10.13 Mistakes

Proposers are required to examine the RFP Documents including any addenda. Failure to do so will be at Proposer's risk.

10.14 Taxes

Goods and services sold to the Town under this RFP and the ensuing contract shall be less all federal, state, and local taxes, since the Town has tax-exempt status (Town State Sales and Use Tax Exemption Certificate Number: 85-8012646331C-7)

10.15 Warranty of Title

The Awarded Proposer shall warrant and guarantee that title to all work, materials, and equipment covered by any invoice or application for payment will pass to the Town, no later than the time of payment, free and clear of all liens.

10.16 Obligation to Keep Project Team Intact

Proposers are advised that all firms and key personnel identified in the Step One qualification proposal shall remain on the Project team for the duration of the procurement process and execution of the Project. If extraordinary circumstances require a change, it must be submitted in writing to the Town's Procurement Manager, who, in his or her sole discretion, will determine whether to authorize a change, recognizing that certain circumstances (such as termination of employment) may occur that are beyond the Proposer's control. Unauthorized changes to the Project team at any time during the procurement process may result in elimination of the Proposer from further consideration.

10.17 E-Verify

The Contractor and its subcontractors (if any) warrant compliance with all federal immigration laws and regulations that relate to their employees including, but not limited to, registering with, and using the E-Verify system. Contractor agrees and acknowledges that the Town is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, F.S., apply to this Contract. Notwithstanding, if the Town has a good faith belief that Contractor has knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Contract, the Town shall terminate the Contract. If the Town has a good faith belief that a subcontractor performing work under this Contract knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Contract, the Town shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor. Contractor shall be liable for any additional costs incurred by the Town as a result of the termination of the Contract based on Contractor's failure to comply with the E-Verify requirements referenced herein.

10.18 ADA Compliance

Proposals, bids and other documents submitted by the Proposer to the Town, which are required to be posted on the Town's website, must be accessible under the "WCAG AA" (Web Content Accessibility Guidelines, Level AA) to adhere to the Americans with Disabilities Act (ADA) compliancy guidelines. In the event the Proposer is unable to provide the applicable documents to the Town in an ADA-compliant format, all applicable documents must be submitted in the original format (Word, PowerPoint, etc.) and the Town can convert the document(s) at a cost of $2.95 per page or the current contracted rate. The

Proposer shall be solely responsible for all associated fees. For questions or requests to the Town to convert applicable documents, contact the Town at 501 Bay Isles Road, Longboat Key, Florida 34228, 941.316.1999, or email the Town at ADACompliance@longboatkey.org. For information on providing documents in an ADA-compliant format, please refer to the U.S. Department of Health and Human Services Website regarding digital communications https://www.hhs.gov/accessibility.html."

10.19 Responsible Proposer Determination

Proposers are hereby notified that Section 287.05701, Florida Statutes, requires that the Town may not request documentation of or consider a proposer's social, political, or ideological interests when determining if the proposer is a responsible proposer.

11. FEDERAL REQUIREMENTS

In the event the Contract is paid in whole or in part from any federal government agency or source, the following specific terms, regulations, and requirements governing the disbursement of these funds shall be specified in the contract. To the extent of any conflict, the following terms, regulations, and requirements shall take precedence.

Contractor is required to fully comply with all requirements outlined in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and the FEMA Hazard Mitigation Assistance (HMA) Guidance and Addendum.

https://www.fema.gov/sites/default/files/2020-07/fy15_HMA_Guidance.pdf

https://www.fema.gov/sites/default/files/2020-07/fy15_hma_addendum.pdf

Contractor is required to fully comply with all requirements as outlined in the Build America, Buy American Act, Section 70914 of Public Law No. 117-58, §§ 70901-52.

https://www.fema.gov/sites/default/files/documents/fema_build-america-buy-america-act-policy.pdf

This contract is subject to change based on guidance from the Federal funding source.

11.1 Equal Employment Opportunity

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. §60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 112246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II.

b. Key Definitions

1. Federally Assisted Construction Contract. The regulation at 41 C.F.R. §60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any

Federal program involving a grant, contract loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract loan, insurance, or guarantee under which the applicant itself participates in the construction work.

2. Construction Work. The regulation at 41 C.F.R. §60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition, or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
3. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
4. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

   "During the performance of this contract, the Contractor agrees as follows:

   (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting for the provisions of this nondiscrimination clause.
   (2) The Contractor will, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
   (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.
   (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
   (5) The Contractor will furnish all information and reports required by Executive 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
   (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States."

11.2 Contract Work Hours and Safety Standards Act

a. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. §3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part1. See 2 C.F.R. Part 200, Appendix II.

c. Under 40 U.S.C. §3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

d. The requirements of 40 U.S.C. §3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. §5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contractor for the District of Columbia or a territory, to such district or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in

paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Federal Emergency Management Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through 94) of this section.

11.3 Rights to Inventions Made Under a Contract or Agreement

For any federally assisted contract, awarded to a small business firm or nonprofit organization as defined in 37 CFR 401.2 for the performance of experimental, developmental, or research work, the contractor, subcontractor, subrecipient agrees to all of the terms in 37 CFR 401.14(a) and regarding Patent Rights and The Allocation of Principal Rights.

11.4 Clean Air Act and the Federal Water Pollution Control Act

Contracts of amounts in excess of $150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal Emergency Management Agency and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶G.

a. Clean Air Act.

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the Town of Longboat Key and understands and agrees that the Town of Longboat Key will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the Federal Emergency Management Agency.

b. Federal Water Pollution Control Act.

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The Contractor agrees to report each violation to the Town of Longboat Key and understands and agrees that the Town of Longboat Key will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the Federal Emergency Management Agency.

11.5 Procurement of Recovered Materials

a. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contracts must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶7.

b. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Act at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the Environmental Protection Agency guidelines.

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-
   a) Competitively within a timeframe providing for compliance with the contract performance schedule;
   b) Meeting contract performance requirements; or
   c) At a reasonable price.

2. Information about this requirement, along with the list of EPA-designate items, is available at the Environmental Protection Agency's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

11.6 Small and Minority Business Enterprise (MBE), Women Business Enterprises (WBE), and Labor Surplus Area Firms

a. Among the many federal funding requirements, 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) mandates that the Prime Contractor partakes in five "affirmative steps" designed to ensure that small and minority- owned, women-owned business enterprises, and labor surplus area firms have been, and for the duration of the project continue to be, afforded subcontracting opportunities. These affirmative steps are:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.

b. In order to adequately document that the proposer has fulfilled this requirement, the proposer shall complete the provided "Affidavit of Compliance with 2 CFR §200.321 Requirements". The affidavit shall be notarized for this bid to be responsive.

c. The proposer shall also attach to the affidavit documentation evidencing that affirmative steps 1 – 3 above were taken in the preparation and submission of this bid. Such evidence shall include:

1. Copies of announcements/postings in newspapers, emails, web-postings, or other media for specific contracting/subcontracting opportunities that target small and minority businesses and women's business enterprises;
2. Copies of announcements/postings of contracting/subcontracting opportunities in trade publications, minority, or women's media that target small and minority businesses and women's business enterprises.
3. Documentation of sources used to identify potential small and minority businesses and women's business enterprises. A suggestion would be searching through the SBA's Dynamic Small Business directory at the following internet address: http://dsbs.sba.gov to search for registered minority and small businesses.

11.7 Default and Remedy

If the Contractor materially defaults in its obligations under this contract and fails to cure the same within fifteen (15) days after the date the Contractor receives written notice of the default from the Town, then the Town shall have the right to:

a. Immediately terminate this contract by delivering written notice to the Contractor, and

b. Pursue any and all remedies available in law, equity, and under this contract.

Upon such termination, the Town shall pay the contractor the full amount due and owing for all work performed through the date of contract termination.

11.8 Termination for Cause

This contract may be terminated by the Town, in whole or in part, at any time, due to the failure of the Contractor to fulfill its obligations under this contract, subject to the cure period provided in (Default and Remedy), by delivering written notice to the Contractor. Upon receipt of such notice, the Contractor shall:

a. Immediately discontinue all work and deliver to the Town all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the contractor in performing the work under this contract, regardless of state of completion.

b. Unless in dispute, claim, or other remedy, the contractor shall be paid for work completed to the date of termination.

11.9 Termination for Convenience

The Town, by written notice, may terminate this contract, in whole or in part, when it is in the Town's best interest. If this contract is terminated, the Town shall be liable only for goods or services delivered and accepted. The Town Notice of Termination shall provide the Contractor thirty (30) days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

11.10 Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

11.11 No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

11.12 Suspension and Debarment

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor or its principals (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).

b. The Contractor 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.

c. This certification is a material representation of fact relied upon by the Town. 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 State of Florida, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment.

d. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C 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.

By submission of a bid, Contractor affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Respondent shall submit the Federal Debarment Certification Form demonstrating compliance.

11.13 Florida Convicted/Suspended/Discriminatory Complaints

By submission of a proposal, Contractor affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

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

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

TOWN OF LONGBOAT KEY FLORIDA

RFP 27-004 LONGBOAT KEY VILLAGE PHASE 4 DRAINAGE IMPROVEMENTS – DESIGN & PERMITTING

SUBMITTED PROPOSAL FORM

The undersigned Proposer declares that the only person or parties interested in this RFP as principals are those named herein, that this proposal is made without any understanding, contract, or connection with any other person, firm, or corporation providing a proposal for the same purpose and that this proposal is in all respects fair and without collusion or fraud. The Proposer understands that this proposal must be manually signed in ink, otherwise it will be considered unresponsive and subject to rejection.

The undersigned Proposer represents that the Proposer accepts, and that this proposal complies with, the RFP Documents; that Proposer has carefully examined the RFP Documents for the requested services. Proposer affirms that Proposer has carefully examined the location of the requested services and, from its own investigations, is satisfied as to the nature and location of the services, the character, quality, and the quantity of materials, the kind and extent of equipment and other facilities needed for the performance of the services, the general and local conditions and all difficulties that may be encountered, and all other items which may, in any way, affect the services or its performance.

The undersigned Proposer proposes, and agrees if this proposal is accepted, that it will contract with the Town to provide all necessary machinery, tools, software, labor, apparatus, and other means necessary to do all the services, and furnish all the materials and equipment specified or referred to in the RFP Documents in the manner and time herein prescribed, and according to the requirements of the Town as therein set forth.

Under provisions of Chapter 112, Florida Statutes, Proposer must disclose with proposal the name of any officer, director, or agent who is also an employee of the Town of Longboat Key. Proposer must disclose on an attachment (provided by Proposer) entitled “Submitted Bid Conflict of Interest” the name of any Town employee who owns, directly or indirectly, a five percent (5%) or more interest in the Proposer’s firm or any of its branches, or in the firm of any subcontractor to this proposal. Absence of such an attachment represents Proposer’s certification of no such employee.

Proposer acknowledges receipt of the following addenda issued during the solicitation period; the cost of which, if any, is included in proposal pricing. If an addendum is issued, the addendum acknowledgement below must be completed or the issued addendum must be signed and submitted with the proposal package at the time and due date of the proposal.

Addendum #_____ Addendum Date: _____

Addendum #_____ Addendum Date: _____

Addendum #_____ Addendum Date: _____

Addendum #_____ Addendum Date: _____

The undersigned Proposer understands that the Town reserves the right to reject any or all proposals and to waive any informalities and minor irregularities in any proposal. The Proposer agrees that this proposal shall be good and may not be withdrawn for a period of one hundred twenty (120) days after the scheduled RFP opening.

Having carefully examined the RFP Documents, Proposer agrees to the terms contained therein and proposes to furnish all labor, material, and equipment for the entire services (including mobilization and demobilization, if applicable), and to execute an agreement for services and any and all bonds, insurance certifications, and other instruments or documents as specified or included in the RFP Documents and will completely perform the services in strict accordance with the terms of the RFP Documents.

The undersigned Proposer acknowledges that services to be performed shall conform to all Town codes and regulations. Services must be accomplished in a professional manner and meet all standards of any professional trade requiring a license and or permit.

_____
(Authorized Signature)

_____
(Printed name)

Name of Proposer: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Email: _____

Type of Organization:

_____Sole Proprietorship _____Partnership _____Non-Profit _____Sub-Chapter

_____Joint Venture _____Corporation _____LLC _____LLP

_____Publicly Traded _____Employee Owned

State of Incorporation: _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF_____COUNTY OF _____

The foregoing instruments was acknowledged before me this

_____ By:_____
(Date) (Name of officer or agent, title of officer or agent)
On behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation. He/she personally appeared before me at the time of notarization and is personally known to me or has produced _____as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____

_____ Commission Number: _____
(Official Notary Signature and Notary Seal)

_____ Commission expiration date: _____
(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF_____COUNTY OF _____

The foregoing instruments was acknowledged before me this

_____ By:_____
(Date) (Name of acknowledging partner or agent)
On behalf of the partnership, pursuant to the powers conferred upon said officer or agent by the corporation. He/she personally appeared before me at the time of notarization and is personally known to me or has produced _____as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____

_____ Commission Number: _____
(Official Notary Signature and Notary Seal)

_____ Commission expiration date: _____
(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF_____COUNTY OF _____

The foregoing instruments was acknowledged before me this

_____ By:_____
(Date) (Name acknowledging)
Who personally appeared before me at the time of notarization and is personally known to me or has produced _____as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____

_____ Commission Number: _____
(Official Notary Signature and Notary Seal)

_____ Commission expiration date: _____
(Name of Notary typed, printed or stamped)

PUBLIC ENTITY CRIMES FORM
(MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL)

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

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

1. This sworn statement is submitted to _____
[print name of public entity]

by _____
[print individual's name and title]

For _____
[print name of entity submitting sworn statement]

whose business address is: _____

City, State and Zip _____

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

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

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

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

   1. A predecessor or successor of a person convicted of a public entity crime: or

   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 crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)I, Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners,

shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

By:_____
Signature of Authorized Representative

State of _____

County of _____

The foregoing instrument was acknowledged before me this_____day of_____, 2026,

by_____, who is personally known to me or has produced

_____, as identification and who did (did not) take an oath and who acknowledged

before me that he executed the same for the purposes therein expressed on behalf of said firm.

Notary Public: _____

My Commission Expires: _____

DRUG FREE WORKPLACE CERTIFICATION

(MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL)

In order to have a drug free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action 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, and 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 subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

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

PROPOSER: _____

Print Name of Entity

By: _____

Signature of Authorized Representative

_____

Printed Name and Title of Authorized Representative

_____

Date

Drug Free Workplace Certification, page 2 of 2

State of _____

County of _____

The foregoing instrument was acknowledged before me this_____day of_____, 2026,

by_____, who is personally known to me or has produced

_____,as identification and who did (did not) take an oath and who

acknowledged before me that he executed the same for the purposes therein expressed on behalf of said firm.

Notary Public: _____

My Commission Expires: _____

EQUAL EMPLOYMENT OPPORTUNITY

(MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL)

The Town of Longboat Key is an Equal Opportunity/Affirmative Action Employer.

Pursuant to Executive Order 11346 as amended, you are advised that under the provisions of government contracting, Contractors and Subcontractors are obliged to take affirmative action to provide equal employment opportunity without regard to race, creed, color, national origin, age or sex.

CERTIFICATION BY PROPOSED PRIME OR SUBCONTRACTOR
REGARDING EQUAL EMPLOYMENT OPPORTUNITY

This certification is authorized pursuant to Executive Order 11246, Part II, Section 203(b), (30 F. R. 12319-15). Any Proposer or prospective contractor, or any of the proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the prime or subcontractor has not filed a compliance report due under applicable instruction, such contractor shall be required to submit a compliance report.

PROPOSER: _____
Print Name of Entity

By: _____
Signature of Authorized Representative

1. Proposer has participated in a previous contract or subcontract, subject to the Equal Opportunity Clause:

   YES___ NO____

2. Compliance Reports were required to be filed in connection with such contract or subcontract:

   YES___ NO____

   If YES, state what reports were filed and with what agency. _____

3. Proposer has filed all compliance reports due under applicable instructions:

   YES___ NO____

MINORITY BUSINESS STATEMENT OF GOOD FAITH EFFORTS
(MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL)

The Legislature finds that there is evidence of a systematic pattern of past and continuing racial discrimination against minority business enterprises and a disparity in the availability and use of minority business enterprises in the state procurement system. It is determined to be a compelling state interest to rectify such discrimination and disparity. Based upon statistical data profiling this discrimination, the Legislature has enacted race-conscious and gender-conscious remedial programs to ensure minority participation in the economic life of the state, in state contracts for the purchase of commodities and services, and in construction contracts. The purpose and intent of this section is to increase participation by minority business enterprises accomplished by encouraging the use of minority business enterprises and the entry of new and diversified minority business enterprises into the marketplace. (Section 287.09451, Florida Statutes)

The Proposer states that an endeavor to meet the minority business enterprise procurement goals under Section 287.09451, Florida Statutes for all Town projects as assigned will be met.

PROPOSER:

_____
Print or type name of entity

By: _____
Signature

_____
Print or type name

_____
Print or type title

_____
Date

HUMAN TRAFFICKING AFFIDAVIT - S. 787.06, FLORIDA STATUTES

(MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL)

Before me, the undersigned authority, personally appeared _____, hereinafter referred to as the "Affiant," who after being duly sworn hereby swears or affirms as follows:

1. Affiant is over eighteen years of age. The following information is given from Affiant's own personal knowledge.

2. Affiant is an officer or representative of _____, a non-governmental entity, hereinafter referred to as the "Entity." Affiant is authorized to provide this affidavit on behalf of the Entity.

3. Affiant hereby attests, under penalty of perjury, that the Entity does not use coercion for labor or services as defined in s.787.06, Florida Statutes.

FURTHER AFFIANT SAYETH NOT.

_____
Signature of Affiant

By: _____

For: _____

As its: _____

Dated: _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____, on behalf of _____, who is personally known to me or who has produced _____ as identification.

_____

Print Name: _____
Notary Public of the State of Florida

My Commission Expires:

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS
(MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL)

The undersigned, on behalf of the contractor listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination or persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source:§ 288.007(2), Florida Statutes)

6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

8. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

9. The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: _____, 2025 Signature: _____

Entity: _____ Name: _____

Title: _____

State of _____, County of _____

The foregoing instrument was acknowledged before me this _____ day of _____2026 who is personally known to me or as produced as identification and who did (did not) take an oath and who acknowledge before me that he executed the same for the purposes therein expressed on behalf of said corporation.

NOTARY PUBLIC: _____

Typed Name: _____

Commission Expires: _____

EXHIBIT 1

INSTRUCTION ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

The objective of this process is to identify the past performance of the Proposers submitting a proposal for the solicited RFP. This is accomplished by sending survey forms to past clients. The clients should return the survey forms directly to the Proposer. The Proposer is to include all surveys in their proposal.

SENDING THE SURVEYS

1. The surveys shall be sent to clients whom the Proposer has identified under Tab 2 of the RFP and the surveys should correlate to the projects identified under Tab 2.
2. The Proposer is responsible for verifying that its information is accurate prior to submission as part of the proposal.
3. The past client/owner shall evaluate the Proposer and complete the survey.
4. The surveys shall contain different projects. The Proposer cannot have multiple people evaluating the same project; however, one person may evaluate several different projects.
5. The past projects can be either completed or on-going with 50% completed.
6. The Proposer shall complete the following information for each client that a survey will be sent:

    - **Client Name:** Name of company or institution that the work was performed for (e.g. Beach School District; City of New Beach)
    - **Contact Full Name:** The first and last name of the person who will answer and complete the survey form regarding the Proposer
    - **Contact Phone Number:** Phone number of the reference (including area code)
    - **Email Address:** Current email address for the reference
    - **Project Name:** Name of the project (e.g. Services for X Project)
    - **Cost of Services:** The total cost of the project
    - **Date Complete:** Date when the services were completed or anticipated to be completed

PREPARING THE SURVEYS

1. The Proposer is responsible for sending out a survey to the clients that have been identified under Tab 2. The survey can be found on the next page.
2. The Proposer should enter the clients contact information and project information on each survey form for each reference.
3. The Proposer is responsible for ensuring all surveys are completed correctly and included in their proposal under Tab 8.
4. The Town’s Procurement Manager (or designee) may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, no credit will be given for that reference.

PERFORMANCE SURVEY QUESTIONNAIRE

TOWN OF LONGBOAT KEY

RFP 27-004 LONGBOAT KEY VILLAGE PHASE 4 DRAINAGE IMPROVEMENTS DESIGN & PERMITTING

Proposer Information		Client/Reference Information
From:		To:
Company:		Company:
Phone:		Phone:
Email:		Email:

Performance Survey of (project name):	
Cost of Services:	Date Completed:

Client:

Rate each of the criteria on a scale of 1 to 10, with 1 representing that you were very unsatisfied (and would never hire the company again) and 10 representing that you were very satisfied (and would hire the company again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank. Once completed, return survey to the Proposer.

Criteria	Unit	Score
1. Ability to manage cost	(1 – 10)	
2. Ability to maintain project schedule (complete/on-time/early)	(1 – 10)	
3. Quality of workmanship	(1 – 10)	
4. Professionalism and ability to manage	(1 – 10)	
5. Ability to effectively manage final close-out process and quality control	(1 – 10)	
6. Ability to clearly and openly communicate with all staff and general public	(1 – 10)	
7. Ability to resolve issues promptly	(1 – 10)	
8. Ability to follow protocol and adherence to regulations and industry standards	(1 – 10)	
9. Ability to maintain proper documentation	(1 – 10)	
10. Ability to offer innovative and creative solutions	(1 – 10)	
11. Had proper resources and personnel by which to get the project done	(1 – 10)	
12. Ability to identify and mitigate project risks effectively and successfully	(1 – 10)	
13. Overall client satisfaction and comfort level in hiring	(1 – 10)	

_____ _____

Printed Name of Reference Signature of Reference