CITY OF PARKER
AGENDA ITEM SUMMARY

1. *DEPARTMENT MAKING REQUEST/NAME OF PRESENTER:*	2. *MEETING DATE:*
Council - Sloan	August 15, 2023

RFP for Grant Writer

4. *IS THIS ITEM BUDGETED (IF APPLICABLE)*

YES ☐ **NO** ☐ **N/A X**

Council and Mr. Sloan will review the RFP for the grant writer.

[1]

REQUEST FOR PROPOSALS

Grant Management Consultant Services

CITY OF PARKER

REQUEST FOR PROPOSALS 2023-001

GRANT MANAGEMENT CONSULTANT SERVICES

Bid Opening Date: August 15, 2023.

Grant Management Consultant Services
CITY OF PARKER
NOTICE OF REQUEST FOR PROPOSALS 2023-001

The City of Parker, Florida ("City") requests proposals ('RFP") from qualified providers to provide grant management consultant services for its city projects. Proposals will be received by the City Clerk at 1001 W Park St. until 4:00 p.m. (Central Time) on August 14, 2023, with the bid opening at the meeting of the City Council at 5:30 p.m. (Central Time) or as soon as possible thereafter on August 15, 2023. Complete RFP documents are available at Parker City Hall and all formal inquiries must be directed in writing to the City Clerk.

DESCRIPTION OF WORK: Grant management consultant tasks will be to locate and secure grants for the City-wide projects compiled by either staff or the City Council. Proposed tasks may include providing technical assistance for grant management including providing advice on requirements and eligibility, tracking finances and grant documentation, and corresponding with state and federal agencies as needed.

The City reserves the right to accept or reject any and all proposals in whole or in part. The terms of the complete RFP documents control over this advertisement. **The City of Parker is an Equal Opportunity Employer.**

INSTRUCTIONS

General:

It is the intention of this Request for Proposals ("RFP") to find an experienced and qualified provider for a Grant Management Consultant for the City of Parker ("City") in its ongoing need for construction, repair, replacement of its sanitary sewer, potable water and/or stormwater systems and/or other public facilities and utilities and/or streets. The individual or firm selected shall be responsible for providing technical assistance for grant management including but not limited to providing advice on state and federal requirements and eligibility including but not limited to those for FEMA and CDBG grants, tracking finances and grant documentation, and corresponding with state and federal agencies as needed and performing other tasks as described in the Scope of Services, included herein.

The individual or firm shall submit a bid (individually "Bidder" or collectively "Bidders" or in the alternative individually "Proposer" or collectively "Proposers") to the City in accordance with the terms hereof. The City will negotiate an Agreement for Services with the successful individual or firm with specific task authorizations for a term determined by the City.

Proposals shall be submitted in a sealed envelope, plainly marked with the individual or firm's name, address, date, and time of RFP opening and titled "**Grant Management Consultant Services**".

The City may waive any informalities or minor defects or reject any and all proposals. Any proposal may be withdrawn prior to the RFP opening. Any proposal received after the time and date specified shall not be considered. No prospective individual or firm may withdraw a proposal within ninety (90) days after the actual date of the opening. Should there be reasons why the individual or firm cannot be selected within the specified period, or the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the City and the proposer.

Addenda:

Prospective individuals or firms shall direct any questions or notice of any RFP defects to the City Clerk. All questions shall be submitted at least ten (10) calendar days prior to the submittal date. If the City believes a response will be helpful, the City will issue a written summary of the question or suggested defect and answers as an addendum to this Request for Proposals.

Non-Responsive Individuals/Firms:

Individuals or firms found to be non-responsive shall not be considered. Proposals may be rejected if found to be in nonconformance with the requirements and instructions herein contained. A proposal may be found to be non-responsive by reasons, including but not limited to, failure to utilize or complete prescribed forms, incomplete responses, indefinite or ambiguous responses, failure to meet deadlines and improper and/or undated signatures. Other conditions which may cause rejection of proposals include evidence of collusion among firms, obvious lack of experience or expertise to perform the required work, submission of more than one proposal for the same work from an individual or a firm under the same or a different name, failure to perform or meet financial obligations on previous contracts or employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act or failure to register and

use the e-Verify system. Proposals will also be rejected if not delivered or received on or before the date and time specified as the due date for submission.

Rejection of Qualifications or Disqualification:

The City reserves the right to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project from the most responsive and responsible firm. The City may reject proposals if:

The Proposer mistakes or conceals any material fact in the bid;
The bid does not strictly conform to the law or requirements of the bid;
The bid is conditional;
Failure to use the form(s) furnished by the City; if applicable;
Lack of signature by an authorized representative of qualifier;
Failure to properly complete the qualification;
Failure to meet the mandatory requirements of this request for qualification; and/or
Evidence of collusion among qualifiers.

The City may, however, reject all proposals whenever it is deemed in the best interest of the City to do so, and may reject any part of a proposal.

The City reserves the right to waive any minor irregularity, technicality, or omission if the City determines that doing so will serve the City's best interests. The City may reject any response not submitted in the manner specified by the solicitation documents.

The City reserves the right to award a contract to the next most qualified proposer if a successful proposer does not execute a contract within thirty (30) days after approval of the selection by the City.

The City reserves the right to cancel a solicitation at any time prior to approval of the award by the City.

Proposals will not be considered from individuals or entities who are currently involved in official reorganization or bankruptcy proceedings.

Competitiveness and Integrity:

To prevent biased evaluations and to preserve the competitiveness and integrity of the procurement, vendors shall not contact any City of Parker personnel regarding this RFP, evaluation or selection process from the time the RFP is issued until the time a notification of intent to award is announced, without the express permission of the Mayor. Qualifiers are to direct all communications regarding this request for proposals to the City Clerk, unless otherwise specifically noted. Attempts by offering firms to circumvent this requirement will be viewed negatively and may result in rejection of the bid/proposal of the firm found to be in non-compliance.

Withdrawal of Submittal:

Submittals may be withdrawn prior to the time set for bid opening. Such requests must be in writing and mailed or hand-delivered to the address rendered herein.

Late Submittals or Modifications:

A. Proposals and modifications received after the time set for the bid opening will not be considered.
B. Modifications in writing received prior to the time set for bid opening will be accepted and considered.

Firm Responsibilities:

The selected individual/firm shall be required to assume responsibility for all services offered in its proposal. The selected firm shall be the sole point of contact with regard to contractual matters including payments and work product resulting from the contract.

Disclosure:

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure. All information submitted in response to this RFP shall become part of the final contract between the City and the selected individual/firm.

Collusion:

The proposer, by affixing his/her signature to the bid form agrees to the following: "Proposer certifies that his/her bid is made without previous understanding, agreement, or connection with any person or entity making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

Responsible Vendor Determination

Any bidder is hereby notified that Section 287.05701 of the Florida Statutes requires that the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

Public Entity Crime Information:

A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a consultant, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Execution and submittal of the Public Entity Crimes Statement shall accompany the Bid Form.

Discrimination Clause:

The proposer shall not discriminate against any person because of race, color, national origin, age, sex or religion. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or

perform work as a consultant, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

Public Records:

To the extent required by law the submitting entity shall comply with the Florida Public Records laws expressed in Chapter 119, Florida Statutes (2023). In addition, the bidder shall comply with all requests of the City relative to public records retention and production.

Certificates of Insurance Required:

Award of a contract shall require commercial general liability insurance in the amount of $1,000,000 with a $2,000,000 aggregate limit, automobile liability insurance in the amount of $1,000,000, workers' compensation insurance in the amount of $1,000,000 and professional liability (errors and omissions) with limits not less than $1,000,000 per claim. Certificates of insurance shall be made payable to the City and delivered upon execution of a contract.

Indemnification:

To the maximum extent permitted by Florida law, proposers shall indemnify and hold harmless the City and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Bid, any Agreement relating to this Bid, or any of the Contract Documents from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Proposer or anyone employed or utilized by the Proposer in the performance of this Bid, any Agreement relating to this bid, or any of the Contract Documents.

Proposers' obligation to indemnify and hold harmless shall survive the expiration or earlier termination of this Bid, any Agreement relating to this Bid, or the Contract Documents until it determined by final judgment that an action against the City or an indemnified party for the matter indemnified hereunder is full and finally barred by the applicable statute of limitations.

Projected Timeline – (Dates are subject to change):

Distribution/advertisement of RFP: July 24, 2023
RFP Responses Due: August 14, 2023
Bid Opening: August 15, 2023
Committee Review Proposal: August 29, 2023
City Council to Approve Award: September 5, 2023

Proposal Submittal Requirements:

Each Firm being considered for this project is required to submit a proposal. The proposal shall include sufficient information to enable the City to evaluate the capability of the proposer to provide the desired services.

All submittals are to be on 8 ½" x 11" paper or, if larger documents are required, they are to be folded to 8 ½" x 11" size.

Proposals should be stapled together or bound with comb binding. Submit eight (8) copies of the proposal to:

City Clerk
City of Parker
1001 West Park Street
Parker, Florida 32404

PROPOSAL FORMAT

Bidders must respond in the format delineated below.

The following information shall be tabbed to identify the required information. Failure to submit this information will render your proposal non-responsive.

1. QUALIFICATIONS OF THE INDIVIDUAL OR FIRM

Each Bidder shall provide a narrative of the individual/firm's qualities and capabilities that demonstrates how they will work with the City to fulfill the requirements. Describe the firm's methods of providing Grant Management Consultant Services as outlined within the Scope of Work. Only past experience as the prime contractor with local governments will be considered. Individual/Firm qualifications must include, at minimum, the following:

A. Relevant Experience – Recent experience demonstrating current capacity and current expertise in assisting local governments in managing and administering FEMA and CDBG grants.

B. Past Performance on Similar Projects - Provide at least three references for which the firm has performed grant management and administrative services as prime contractor that are similar to the requirements in the Scope of Services. Provide the reference contact name, address, e-mail address, telephone numbers and date of the contract.

C. Project Approach – Describe the approach and methodology it will use to accomplish the work herein. The project approach shall include information on schedule and availability where applicable.

2. QUALIFICATIONS OF STAFF

Describe the composition and structure of the firm, if applicable, and include the names of persons with an interest in the firm. Key project staff must be full time employees of the proposing firm and have experience, working for the Proposer, in the requirements described within the Scope of Work.

Key Staff – Each Bidder shall include a list of the proposed staff that will perform the work required if awarded this contract and a summary of staff qualifications. Provide resumes of staff likely to be assigned to this project. An organizational chart and management plan should be included in this section. Each Bidder shall also include minimum qualifications for each class of employee of the project team and

identify his/her role on the team. Include in this section the location of the main office and the location of the office proposed to work on this project.

3. TECHNICAL APPROACH
   Provide a description of the Bidder's approach to the project, to include startup procedures/requirements.
4. COST PROPOSAL
   Each Bidder must complete and submit a cost proposal/fee schedule. The Cost Proposal will be evaluated on the hourly rates submitted on the cost proposal form for the labor positions listed. All non-labor costs will be billed to the City at cost without markup.

SELECTION CRITERIA

The following weighted criteria will be utilized to select the consultant.

Criterion	Points
Firm Scope and Capacity	20
Firm Qualifications on Similar Projects including references	20
Staff Qualifications and Experience including demonstration of knowledge of state and federal grants including but not limited to FEMA and CDBG regulations and procedures	20
Project Understanding and Approach	20
Knowledge of/ Past Work Experience for the Community and/or local resources	10
Cost Proposal	10
TOTAL	**100**

SCOPE OF SERVICES

I. BACKGROUND

The City seeks to secure the services of a Grant Management Consultant for managing and administering state and federal grants including but not limited to FEMA and CDBG grants.

II. SCOPE Of WORK

The contractor will provide experienced personnel and resources to complete the following activities:

A. Applicants Briefing and Kick-Off Meeting. Attend meetings with the State/Federal agencies including applicant briefings, kick-off meetings and project specific discussions;
B. Technical Assistance. Provide general financial management advice and assistance including but not limited to:
   - Develop and support the ongoing activities of the City and City staff to manage various City projects;
   - Provide advice to City staff as appropriate and participate in meetings;

- Provide advice as to the eligibility of facilities, work, and costs and develop justifications for presentation to state and federal agencies with regard to any issues which may arise;
- Brief purchasing, contracting and department personnel on requisite procedures and documentation

C. Correspondence. Prepare correspondence to state and federal agencies on behalf of the City as necessary; Prepare a grant management plan; Prepare periodic reports to the City as to the status of grant management progress and participate in all status meetings;

D. Document. Maintain records and documentation to justify grant expenses and costs for at least three (3) years after completion of the later of final grant closeout or audit of any project work performed under the contract. The City shall have access to all records, documents and information collected and maintained and this information shall be made available to the City without restriction;

E. Financial Tracking. Categorize, record, track and file costs in support of the financial reimbursement process. Communicate with City staff and maintain an up-to-date database of eligible labor, equipment, and materials costs to prepare reports to City management;

F. Financial Management. Development and tracking of plans for cash flow management and disbursements by State/Federal agencies and tracking project progress, expenditures, reimbursement requests and receipts;

G. Reporting. Compile and summarize in approved format costs for presentation to State/Federal agencies as needed;

H. Ensure the City meets all grant deadlines;

I. Appeal. If the City disagrees with any determinations, make all reasonable efforts to resolve any such dispute and/or strategize and write appeals;

J. Closeout. Preparation of grant closeout packages including final funding reconciliation, copies of required permits, exemptions or waivers, bid documents, change orders, improved project filings, compliance monitoring, and other documents required or useful for grant closeout review. Prepare all documentation for, and represent the City in, all project closeout activities, Participate in exit conferences with the City, State, and federal agencies;

K. Audit. Upon completion of all projects and drawn down reimbursement for all eligible costs, finalize preparations for State and Federal agencies final

L. Other Grant Management Assistance: Provide other state and federal grant management services as needed. Assist the City with the management and administration of other federal grant management programs not identified above.

END OF SCOPE

COST PROPOSAL FORM
The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs (including travel, lodging, and per diem) will be billed to the City at cost without mark-up.

POSITIONS	HOURLY RATES
Senior Grant Management Specialist	$
Grant Management Specialist	$
Administrative Assistant	$

OTHER REQUIRED POSITIONS
Submitter may include other positions, with hourly rates and attach a job description for each position.

Evaluations:

The proposals will be rated and ranked by the City in order of recommended selection using the Selection Criteria included herein. The first firm selected shall be the number one (1) firm recommended, the second firm the number two (2), and the third firm the number three (3).

Selection Procedure:

1. All qualification statements will be reviewed by a review committee (the Committee) composed of three or four members as designated by the Mayor.
2. The Committee shall review each proposal to ensure it meets the requirements of this RFP.
3. The Committee may conduct interviews with all or certain selected Interested Individuals/Firms, as the Committee deems appropriate and in the City's best interests.
4. The Committee shall then identify and develop an initial recommended ranking of at least three (3) of the responding firms, in order of preference, who are deemed to be the most highly qualified to perform the required professional services. The Committee will make the selections primarily on the basis of the response to this RFP and any further information received from respondents if interviewed. Although information additional to that requested in this RFP may be provided by respondents, any consideration of this information shall be at the discretion of Committee. The City Clerk will present the Committee recommendations to the City Council. The City Council will then be requested to review the Committee's recommended ranking and make a final decision on the ranking.
5. The City reserves the right not to use a review committee and instead have all proposals considered and ranked by the City Council.
7. The selected individual/firm will be required to execute an Agreement for Services, which shall be presented to the City Council for final approval.
8. Prior to being awarded the Agreement for Services, the winning firm must provide proof of insurance that meets the Risk Management Requirements included with this RFP.

Mandatory Contract Provisions

This is an acknowledgement that state and federal funds may be used to fund the Agreement for Services. The awarded Individual/firm will comply will all applicable state and federal law, regulations, executive orders, procedures, and directives. The State of Florida and/or the Federal Government is not a party to the awarded 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. Any contract awarded by the City must contain the applicable provisions outlined in Appendix II to 2 CFR Part 200, attached hereto as Attachment 1.

Public Entity Crime Form

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, 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

   _____

   by _____

   for _____

   whose business address is

   _____

   _____

   _____

   _____

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

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

   _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Status, 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 misrepresentation.

3. In 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 and 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, non jury trial, or entry of a plea of guilty or nolo contendere.

4. I (if an individual applicant) do not reside in nor am I a citizen of a "foreign country of concern" as such is defined in Chapter 2023-33 of the Laws of Florida, or, in the alternative, the firm (if the application is from an entity) does not have a controlling interest held by a person residing in or a citizen of a "foreign country of concern" as such is defined in Chapter 2023-33 of the Laws of Florida.

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

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

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes 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.

6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter in to a binding contract and which bids or applied 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.

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

   _____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 Office 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 vender list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING 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.

_____

Signature

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization on this _____ day of _____, 2023, by _____, who is personally known to me or who has produced _____ as identification.

_____ (SEAL)

Notary Public Signature

My commission expires: _____

DRUG FREE WORKPLACE
§ 287.087, Florida Statutes

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals; which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and 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 proposal 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 employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

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

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

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

Vendor's Signature _____

ANTI-COLLUSION STATEMENT RFP 2023-01

The bidder by affixing his/her signature to this form agrees to the following: "Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

Company: _____

Street Address: _____

City, State & Zip Code: _____

Telephone: _____

Fax Number: _____

Contact Person: _____

Contact e-mail address: _____

Print Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Title: _____ Date: _____

CONFLICT OF INTEREST STATEMENT RFP 21-01

Before me, the undersigned authority, personally appeared _____, who was duly sworn, deposes, and states:

1. I am the _____ of _____ with a local office in _____ and principal office in _____.

2. The above-named entity is submitting an Expression of Interest for the City of Parker **Grant Management Consultant.**

3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.

4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.

5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.

6. Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.

7. Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of the City of Parker.

9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Parker.

10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Parker in writing.

Dated this _____ day of _____, 2023.

_____

Signature

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization on this _____ day of _____, 2023, by _____, who is personally known to me or who has produced _____ as identification.

_____ (SEAL)
Notary Public Signature

My commission expires: _____

ATTACHMENT 1

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

This is an acknowledgement that federal financial assistance may be used to fund the Agreement for Services, as well as any other available funding from the federal government or the State of Florida. The awarded individual/firm will comply will all applicable state and federal law, regulations, executive orders, policies, procedures, and directives. The Federal Government is not a party to the awarded contract and is not subject to any obligations or liabilities to the non-Federal entity, firm, or any other party pertaining to any matter resulting from the contract. The firm acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the firm's actions pertaining to this Agreement.

Federal requirements include, but are not limited to, the following. In the event that the parties confirm that certain requirements do not apply to certain tasks, the parties will stipulate to that in the Agreement or task order.

REMEDIES

The parties are entitled to all available legal remedies under Florida law for a beach of this Agreement or for a beach of the awarded individual/firm's standard of care.

PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this Agreement, the awarded individual/firm shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired: (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products.htm.

TERMINATION FOR CONVENIENCE

The City may terminate any awarded contract at any time for any reason by giving at least thirty (30) days' notice in writing to the awarded bidder. If the contract is terminated by the City as provided herein, the awarded bidder will be entitled to receive payment for those services reasonably performed to the date of termination.

TERMINATION FOR CAUSE

If the awarded bidder fails to comply with any of the terms and conditions of the awarded contract, City may give notice, in writing, to the awarded bidder of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, City may, with no further notice, declare the awarded contract to be terminated. The awarded bidder will thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by City by reason of the awarded bidder's failure to comply with the awarded contract.

Notwithstanding the above, the awarded bidder is not relieved of liability to City for damages sustained by City by virtue of any breach of this Agreement by the awarded bidder and City may withhold any payments to the awarded bidder for the purpose of setoff until such time as the amount of damages due City from the awarded bidder is determined.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The awarded individual/firm shall with regard to its subcontracts to be let take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include: (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 and the Minority Business Development Agency of the Department of Commerce.

EQUAL OPPORTUNITY CLAUSES

Compliance with Regulations: The awarded bidder shall comply with the Acts and the Regulations relative to Nondiscrimination in federally-assisted programs, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

During the performance of any awarded "federally assisted contracts" the awarded bidder agrees as follows:

(1) The awarded individual/firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The awarded individual/firm 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, sexual orientation, gender identity, 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 awarded individual/firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The awarded individual/firm will, in all solicitations or advertisements for employees placed by or on behalf of the awarded individual/firm, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The awarded individual/firm 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 by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24,

1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The awarded individual/firm 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 awarded individual/firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting 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 awarded individual/firm's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the awarded individual/firm may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions 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 bylaw.

(7) The awarded individual/firm will include 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 awarded individual/firm will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the awarded individual/firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the awarded individual/firm may request the United States to enter into such litigation to protect the interests of the United States.

COMPLIANCE WITH DAVIS-BACON ACT

(1) The awarded individual/firm shall comply with 40 U.S.C. § 3141 – 3144 and 3146 - 3148, as supplemented by Department of Labor regulations 29 C.F.R. pt. 5 as may be applicable, which are incorporated by reference into this Agreement.

(2) Subcontracts. The awarded individual/firm or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT

(1) The awarded individual/firm shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.

(2) Subcontracts. The awarded individual/firm or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT 40 U.S.C. 3702 AND 3704, AS SUPPLEMENTED BY DEPARTMENT OF LABOR REGULATIONS (29 CFR PART 5)

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-halftimes 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 contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (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 City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The awarded individual/firm and its subcontractors shall insert in any subcontracts the clauses set forth in paragraph (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 (4) of this section.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit

organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

CLEAN AIR ACT

(1) The awarded individual/firm 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 awarded individual/firm agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The awarded individual/firm agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

(1) The awarded individual/firm 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 awarded individual/firm agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The awarded individual/firm agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

ENERGY EFFICIENCY AND CONSERVATION ACT

The awarded individual/firm agrees to comply with all applicable standards, orders or regulations issued pursuant to the Energy Policy and Conservation Act (42 U.S.C. 6201) and the provisions of the state Energy Conservation Plan adopted pursuant thereto.

ACCESS TO RECORDS

THE FOLLOWING ACCESS TO RECORDS REQUIREMENTS APPLY TO THIS AGREEMENT:

(1) The awarded individual/firm agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The awarded individual/firm agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The awarded individual/firm agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

DHS SEAL, LOGO, AND FLAGS

The awarded individual/firm shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

Program Fraud and False or Fraudulent Statements or Related Acts.

The awarded individual/firm acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the awarded individual/firm's actions pertaining to this Agreement.

SUSPENSION AND DEBARMENT

(1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the awarded individual/firm is required to verify that none of the awarded individual/firm, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The awarded individual/firm must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the awarded individual/firm 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 Division of Emergency Management and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT 31 U.S.C. § 1352 (AS AMENDED)

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.

CONFLICTS OF INTERESTS; GIFTS

The parties have followed and agree to continue to follow Chapter 112, Florida Statute, standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts; the standards regarding solicitation and/or acceptance of gratuities, favors, or anything of monetary value from contractors or parties to subcontracts; and for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

FLORIDA E-VERIFY

The awarded individual/firm must comply with Florida's E-Verify law for Public Employers, Contractors, and Subcontractors provided by Florida Statute 448.095, regardless of whether the Effective Date of this Agreement precedes the effective date of the statute. The Statute requires, in part, that every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Further, it requires that a public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the contractor shall maintain a copy of such affidavit for the duration of the contract.

PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES (FLORIDA STATUTE 287.135)

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

(a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or

(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or

2. Is engaged in business operations in Cuba or Syria.

The City may terminate this Agreement if the awarded individual/firm is found to have submitted a false certification as provided under subsection (5) of Florida Statute 287.135, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria as provided by Florida Statute 287.135.

All covenants, agreements, representations, and warranties made herein, or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

PROHIBITION AGAINST CONTRACTING WITH ENTITIES FORMED IN OR WHOSE CONTROLLING INTEREST IS HELD BY A FOREIGN COUNTRY OF CONCERN (FLORIDA STATUTE 287.138)

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is a foreign company organized in a foreign country of concern or whose controlling interest is held by a person from a foreign county of concern, as such terms are defined in s. 215.138 of the Florida Statutes.

The City may terminate this Agreement if the awarded individual/firm is found to have submitted a false certification under Florida Statute 281.138(4)(c) or is otherwise determined to be in contravention of Florida Statute 287.138.

All covenants, agreements, representations, and warranties made herein, or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Fla. Stat. § 287.05701

Current through 2023 regular session effective June 9, 2023, and the 2023 B special session.

LexisNexis® Florida Annotated Statutes > Title XIX. Public Business. (Chs. 279 — 290) > Chapter 287. Procurement of Personal Property and Services. (Pts. I — II) > Part I. Commodities, Insurance, and Contractual Services. (§§ 287.001 — 287.138)

§ 287.05701. Prohibition against considering social, political, or ideological interests in government contracting.—

(1) As used in this section, the term "awarding body" means:

(a) For state contracts, an agency or the department.

(b) For local government contracts, the governing body of a county, a municipality, a special district, or any other political subdivision of the state.

(2)

(a) An awarding body may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

(b) An awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interests.

(3) Beginning July 1, 2023, any solicitation for the procurement of commodities or contractual services by an awarding body must include a provision notifying vendors of the provisions of this section.

History

S. 20, *ch. 2023-28*, effective July 1, 2023.

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